

GENERAL SALES AND DELIVERY CONDITIONS

General sales conditions

General sales conditions will be applied to all ICF sales. Any different or particular condition has to be considered invalid unless approved in writing by ICF.

Purchase Orders

Purchase orders are made in writing and are deemed to be accepted by ICF only upon provision of an order confirmation to customers. Customers are required to check and verify the order confirmation and return it to ICF signed for acceptance. ICF reserves the right to decline a purchase order at its sole discretion and for any reason.

Price

Unless otherwise agreed by ICF in writing the price for the goods shall be the price set out in the ICF price list published on the date of the order of the goods by the buyer. VAT is always paid by the purchaser.

The price is understood to be ex works at the premises of ICF and does not include costs and charges for additional or special services, packaging in wooden boxes, transportation, shipping, assembly, installation, goods unloading, removal/disposal of packaging and/or insurance, unless expressly indicated in the order confirmation. The products remain under the ownership of ICF until the full price has been paid.

Changes | Cancellation and Penalty

ICF reserves the right to assess any requests for minor changes to the order confirmation provided that those requests received in writing within 2 days of the order confirmation date. Changes shall only be deemed to be accepted upon provision of a new order confirmation which, in replacing the previous version, may contain price increases and/or alterations to the previously established sales conditions.

ICF does not accept order confirmation cancellations and, in the case of cancellation, customers will be required to pay a penalty.

Payment of the Price and Default Interest

Purchasers is required to pay the price to ICF by the methods and due dates indicated in the order confirmation. Payment for the sale of components, accessories, fabrics or repairs is made in advance. Default interest is incurred by purchasers, on the sums due to ICF, from the due date up until payment of the balance, in accordance with Italian Legislative Decree no. 231/02.

Delivery | Collection | Transportation | Shipping

The terms of delivery, shipping and/or transportation shown by the order confirmation are merely indicative, unless otherwise specified. The delivery is understood to be made ex works at the premises of ICF. Purchasers are required to collect the order within 10 days from the communication that the goods are ready for delivery. Any collection beyond that deadline incurs for purchasers a penalty amounting to 3% of the sale price.

ICF will not be liable for any direct, indirect or consequential loss, costs damages, charges or expenses caused indirectly by any delay in the delivery of the goods that are completely or partially incomplete for the following reasons:

- payment procedures not maintained by the buyer;
- necessary information requested and not received in due time;
- delays due to Force Majeure (strikes, union problems, supplier's delays, transport problems, accidents, fires, meteorological events or any cause that cannot be controlled by ICF).

Request for Delayed Delivery of Goods

Any request for delayed delivery must be received in writing by ICF at least 3 days prior to the agreed delivery term. ICF will store the goods free of charge for the first 48 hours, subject to the reimbursement of costs incurred. For any longer storage period, purchasers are required to pay a daily charge amounting to 1% of the sale price.

Complaints | Returns and Repairs

Customers are required to check the goods upon delivery and to record on the goods delivery note any damage visible on the packaging itself. Any complaints must be received in writing by ICF within 2 days from delivery. Differences between products purchased at different times may not be subject to complaints. ICF is not liable for damages after delivery or caused by purchasers or third parties. Repair costs are borne by the purchasers. ICF does not accept returns unless expressly authorised in writing. Authorised returns are understood to be delivered carriage paid to the premises of ICF.

Warranties

ICF products are covered by legal warranties for defects and/or lack of quality. The terms for reporting and exercising the action are those established by law. The warranty does not cover the product in each of its parts and/or components if it has not been installed, commissioned, used and/or maintained in accordance with ICF instructions. The warranty does not cover and/or marks caused by impacts, incidental contact between products themselves and/or other furniture, incidents or foreign body. Defects or lack of quality that may be reported do not include any deformities and/or variations in shades of colour, grain or texture of wood or marble or leather nor any folds of fabric, mesh or leather in the corner areas and/or curves of the seats, as these variations are due to natural and/or structural aspects of the material which are not attributable to ICF.

Privacy Information Notice

ICF S.p.A., Via Cassanese 108, Vignate (MI) - ITALY, as Processing Controller, hereby informs you that data provided by customers for management of the contractual relationship is mandatory and is processed in accordance with Italian Legislative Decree no. 196/03 (so-called Privacy Code) in paper, computer and/or electronic format by the member of staff instructed to fulfil the requirements of an administrative, accounts or fiscal nature and/or for legal obligations and that it may be communicated to third parties for those purposes. By sending the purchase order and accepting these general conditions of sale, customers authorise the processing of data provided for the aforementioned purposes. Customers retain the rights identified at Art. 7 of Italian Legislative Decree no. 196/03, including: the right of access to their data, request for information on processing, rectification, update, addition and/or cancellation of data, objection to data processing. Customers may exercise these rights by making a request to ICF S.p.A.

Applicable Law and Court with Jurisdiction

ICF sales are understood to be made at its headquarters in Italy and are regulated by Italian law. For any dispute, the Court of Milan shall have exclusive jurisdiction.

Domicile

For reports, complaints, requests and/or information:

ICF S.p.A.

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