



Design for Human Interaction

General terms and conditions of sale and delivery

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Article 1. Applicability of these conditions

1. These terms and conditions shall apply to each offer and every agreement between Felicerossi International B.V. (hereinafter referred to as FRI) and a buyer to which FRI these conditions has applied and/or a buyer who ordered via Internet or otherwise electronically at FRI, insofar as parties have not explicitly deviated from the present terms and conditions. By solely filling out and sending in the order form on the Internet site of FRI and/or sending an order via email, the buyer accepts these conditions by FRI and the buyer also accepts these terms and conditions which are part of the sale agreement between the buyer and FRI.
2. Conditions of purchase or other conditions, stated by the purchaser, shall apply only if and to the extent that they have been explicitly accepted by FRI.

Article 2. Quotes

1. Quotations created by FRI are non-binding; they are valid for 30 calendar days, unless otherwise indicated. FRI is bound to offers only if the acceptance thereof in writing by the buyer within 7 days after reception has been confirmed by the buyer to FRI or if FRI actually responded to the Sales Quote given by means of an Order Confirmation.
2. Prices mentioned in a quotation or electronic price list are excluding VAT, and are based on ex-factory delivery, unless otherwise indicated.
3. FRI will ensure that through an order by the buyer in writing and/or via Internet, ordered within the timeframe as agreed with the buyer, and after FRI has received the actual payment of the ordered goods as per agreement, the goods will be delivered accordingly.
4. Goods ordered over the Internet by customers can be returned to FRI under termination of the underlying sales contract within 14 days after initial delivery, provided they are unused and still packed in the original transport packaging, except for what concerns the following services/goods:
 - a. In-sealed products. When the seal is broken, these products are not returnable.
 - b. Products produced by FRI in accordance with the specifications of the customer;
 - c. Products that are clearly personal in nature;
 - d. Products that cannot be returned due to their nature;
 - f. Products whose price is dependent on fluctuations in the financial markets on which FRI has no influence;
 - g. products on our website for which it is mentioned that the right of return is excluded.The return shipment must be reported in writing in advance to FRI. Returned goods without prior notification to FRI will not be credited.
The costs of return are borne by the customer.
FRI reserves the right to refuse returned goods or to credit only a portion of the invoiced amount when it is suspected, that the product(s) have already been opened, used or by blame, other than by blame of FRI are damaged. The costs and risk during return shipment shall be borne by the buyer. FRI



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will, after the goods such as referred to above have been returned, pay the buyer in whole or in part the invoiced amount to the buyer within four weeks after return of the goods.

5. If a product is returned by the consumer/buyer which to the judgement of FRI is damaged, due to an act or omission of the buyer or otherwise is at the risk of the buyer, FRI will notify buyer, after which FRI will pay back the returned good(s) to the buyer, after deduction of the amount of the depreciation of the product because of the damage, within four weeks after reception of the returned goods.

6. The administration of FRI, unless the contrary has been proven, is deemed always to give a correct view of the orders, deliveries and payments, as well as the status of it.

Article 3. Delivery

1. Unless otherwise agreed, delivery shall be Ex-Factory of FRI in Italy (multiple factory locations). Shipping and transport of the goods by FRI, if agreed between parties, shall be made accordingly each time for the account and risk of the buyer, with the method of shipment and shipping as defined by FRI. When one of the "Incoterms" is agreed as delivery condition, the applicable incoterms shall apply at the time of the conclusion of the agreement.

2. The buyer is obliged to accept the purchased goods at the time they are delivered to the buyer, or at the time they are made available to the buyer under the agreement of purchase. If the buyer refuses or fails to provide information or instructions, necessary for the delivery and acceptance of the goods, the goods will be stored and the buyer will be bound by paying all additional costs, (costs for transport, storage and administration).

3. If the buyer is a Netherlands based company and if the delivered goods are to be exported from the Netherlands (in the context of an intra-Community supply or otherwise), the buyer is solely responsible that he is registered properly in the relevant country for settling the applicable tax (VAT). Unless otherwise agreed in writing, the buyer shall indemnify FRI for damages because of invoices wrongly been based on a zero rate VAT.

Article 4. Delivery time

An agreed delivery time is a non-binding deadline, unless otherwise expressly agreed. In the case of a non-timely delivery, the buyer must inform FRI in writing by default.

Article 5. Partial deliveries

FRI can deliver the ordered goods in partly deliveries. This does not apply if a delivery has no independent value. If the goods are delivered in parts, FRI is competent to draw up a separate invoice to the buyer for each partly delivery.

Article 6. Technical requirements etc.

FRI is responsible for ensuring that the goods to be delivered meet the technical requirements or standards imposed by laws or provisions of the country in which the goods are to be used, if after the sale, the use of the products abroad is explicitly mentioned by the buyer. Also, all other technical requirements, which are requested by the buyer of the goods to be delivered and which differ from the normal requirements, needs to be explicitly reported in writing after the contract of purchase.



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Article 7. Samples, models and examples

If FRI provides/shows a model, or sample or this shall be always only by way of indication: the goods finally to be delivered can deviate from the sample-model or example.

Article 8. Changes in the goods to be delivered/goods

FRI shall have the power to deliver goods that are different from what has been agreed if it concerns changes in the specification of the to be delivered goods, packaging or accompanying documentation, required to comply with applicable legal requirements or if it concerns minor amendments on product based on a functional or technical improvement.

Article 9. Termination of the agreement

1. The claims of the buyer are immediately due for payment to FRI and claimable in the following cases:

- If after the conclusion of the agreement FRI is informed of circumstances giving good ground to fear that the buyer does not or cannot comply with his obligations;
- If FRI has asked the buyer after the agreement to provide security for the performance and that this security is not provided in time or is judged by FRI as insufficient.

In the mentioned cases FRI is competent to suspend further execution of the contract or to dissolve the contract, without prejudice to the right of FRI to claim damages.

2. If circumstances arise in relation to persons and/or material that FRI commits itself to operate, that are of such a nature that the execution of the contract becomes impossible or disproportionately expensive, that compliance with the agreement can no longer reasonably be demanded, FRI is competent to dissolve the agreement unilateral.

Article 10. Guaranteed

1. In general, FRI will do everything (as mentioned in the Sales offer/Order Confirmation or in any other written document between the parties) to meet the agreed performance of the contract/agreement and, moreover, to meet reasonable requirements of usability and reliability of the goods to be delivered.

2. The warranty on the delivered business/property is never beyond the warranty provided by the manufacturer or supplier of FRI, if any. FRI refers in this respect to any attached guaranteed certificates. If warranty it claimed, it will never go beyond the delivered warranties as passed on by FRI or its subsequent supplier(s). FRI can accept no liability in this regard. FRI or its manufacturer or his supplier is in no way liable for defects resulting from any Government prescription with respect to its nature and/or quality of the delivered goods, applied material or construction. FRI accepts no liability or responsibility with respect to the direct and indirect consequences of possible hard-and/or software problems.

3. This guarantee scheme applies not for other matters/warranty of goods which by their nature are excluded.

4. If a product delivered shows a design-, material- or manufacturing defect, the buyer has the right of recovery of the product. FRI may choose to have the product (goods) to be replaced instead of to be recovered. The buyer is only entitled to replacement if recovery of the product (goods) is not possible.

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5. For damages arising because of a defect in the product supplied, FRI is liable for a period of 3 months after delivery, to a maximum of 1 x the invoice value of the product concerned.
6. The warranty does not apply if damage is the result of an incorrect treatment. Under incorrect treatment is defined as: incorrect treatment and repair by third parties, or incorrect cleaning of the goods.
7. Any credit invoices are only submitted after the complaint is notified to and reception and acceptance is confirmed by FRI.

Article 11. Retention of title

1. The goods delivered by FRI remain the property of FRI until all further obligations under the closed purchase agreements have been met, the consideration (s) relating to goods delivered or to be delivered goods itself, the consideration (s) regarding under the purchase agreement (s), services performed or to be performed by FRI-any claims due to non-compliance by the purchaser of (a) purchase agreement (s).
2. Goods supplied by FRI, which under the retention of title pursuant to paragraph 1 may only be sold within the framework of normal business activities. Moreover, the buyer shall have no jurisdiction to pledge or to settle any other right to them.
3. If the buyer does not fulfil his obligations or if there are legitimate concerns that he will not do, FRI is entitled to pick up the delivered goods at the buyer or any other third party, on which the title referred to in paragraph 1. The buyer is obliged to provide all cooperation to this end, on penalty of a fine of 10% of the amount due by him per day of delayed return.
4. If third parties claim any right to the goods delivered under reservation of ownership, the buyer is obliged as soon as reasonably may be expected to notify FRI.
5. The buyer undertakes on the first request of FRI:
 - the goods delivered under reservation of ownership/property to insure and keep insured against fire, explosion and water damage and against theft and make this insurance policy for inspection;
 - All claims of the buyer on insurers with respect to goods delivered under reservation of ownership/property to pledge to FRI in the manner prescribed in art. 3:239 of the Netherlands Civil Code;
 - The claims made by the buyer obtains towards his customers at the resale of the goods delivered under retention of title by FRI to pledge to FRI in the manner prescribed in art. 3:239 of the Netherlands Civil Code;
 - The goods delivered under reservation of ownership/property to note as the property of FRI;
 - Other ways to cooperate with all reasonable measures that FRI protect its property right with respect to the goods delivered which do not unreasonably hinder the buyer in the ordinary execution of its business.

Article 12. Defects; complaint terms

1. The buyer is bound to check the purchased goods on delivery- whether the supplied goods are performed under the agreement, namely:
 - If the right goods are delivered;
 - With respect to the items delivered, the number/quantity and the construction is in accordance with the provisions agreed;
 - If the goods delivered meet the agreed quality requirements or meet the requirements for normal use and/or trading purposes.



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2. If visible defects or shortcomings are detected, then the buyer must notify FRI in writing within 7 days of delivery. The risk that goods are not appropriate for an application that was intended by the buyer to give to, shall rest with the buyer.
3. Non-visible defects needs to be reported to FRI in writing within 7 days after discovery, but no later than 30 days after delivery.
4. Also in case the buyer submits a claim in a timely manner, his obligation to pay remains and payment terms as agreed will apply and acceptance of the total order exists. Goods can only be returned after prior written permission to FRI. All relevant costs of returns shall be borne by the buyer, unless otherwise agreed in writing; the returned goods remain for the account and risk of the buyer. Only after the goods are received at the Office/warehouse/supplier of FRI, the return is completed.
5. The buyer is obliged to provide the goods for further investigation and/or repair to FRI or any third party designated by FRI.
6. Claims are not possible insofar the delivered goods show one or more deviations which falls within a reasonable production tolerance which is used in the industry (industry practice).

Article 13. Price increase

If a certain price is agreed with the buyer, FRI is nevertheless entitled to increase the price; Upon delivery, FRI may invoice the price according to its then-current public price list. If the price increase is more than 10% compared to the current public price list, the buyer has the right to dissolve the agreement.

Article 14. Payment

1. Goods delivered by FRI, are delivered under the condition of payment in advance (pre-payment) (unless agreed otherwise), by means of a bank transfer, credit card or other online payment methods. Electronic payments will be made by the buyer to the indicated banking institution by FRI.
2. If the parties have agreed a different payment term in writing and which is confirmed by FRI (either via email or through commitment on the Order Confirmation) then that agreement is binding for the order concerned.
-Payment to be made by bank transfer of the amount due to bank account number (IBAN): NL 07 RABO 0160.97.11.70 for the attention of Felicerossi International B.V. based in Hoevelaken, the Netherlands. In case of an overdue payment term, the buyer is bound to pay to FRI the legal interest rate of +5% over the invoiced amount.
3. Regarding orders/deliveries with a net invoice value of € 3.000,00 or more, the buyer needs to settle a pre-payment of 40% of the total invoice value at placement/confirmation of the order, and 60% prior to actual physical delivery, unless otherwise agreed. The content of the Order confirmation issued by FRI is regarded as setting the agreed delivery conditions. If the Order is not revoked by the buyer within 7 days after transmission (via email) by FRI to the buyer, the contents is binding for both parties, unless the buyer disputed the contents in writing within 7 days after reception.
4. All amounts charged by FRI must be paid without deduction or withholding. The buyer is never entitled to set off. The buyer has no right to suspend any payment obligation towards FRI. If at any time real doubt raise at FRI as to the creditworthiness of the buyer, FRI has the right, before any further performance of the order, to require prepayment from the buyer or to submit by the buyer to FRI an adequate security at the level of the amounts that become due to FRI, under the agreement with the buyer, this only at the discretion of FRI.



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5. In the event of liquidation, bankruptcy or suspension of payment by the buyer, the obligations of the buyer are immediately payable.
6. The buyer can FRI empower the claim (s) by means of a third-party debt collection. At a collection period of 14 days, a payment discount of 1% is granted. This discount is only applicable if cashed by FRI. If required, the buyer can instruct his bank to do so until further notice. Any costs arising from direct debit, such as cost due to chargeback (cancellation), shall be borne by the buyer.
7. Payment prior recourse by the buyer in the first place of all interest and costs, and in the second place of payable invoices which have been outstanding the longest, even if the buyer mentions that the payment relates to a later invoice.
8. FRI reserves the right for its supplies, whether to discontinue (temporarily or definite), when the buyer is in default, and despite reclaims, within a reasonable period, (again) is not fulfilling its obligation to the complete payment of the outstanding balance.

Article 15. Credit limitation

FRI is entitled to charge a late payment surcharge of 2%, which fee is not due upon payment within 8 days of the invoice date. When exceeding the term of 8 days after the invoice date, the buyer is no longer entitled to deduct the interest charged on late payments. If the buyer will do so, the amount of the credit limit will be labelled as an outstanding receivable and extrajudicial collection costs and legal interest shall be due by the buyer.

Article 16. Collection costs

1. If the buyer fails to fulfil one or more of its obligations, all reasonable costs incurred to, including all extrajudicial costs and debts paid, shall be borne by the buyer. In any case, the buyer shall be due:
 - on the first € 10.000,00:15%
 - over the excess up to 25.000,00 €: 10%
 - over the excess up to € 50.000,00:8%
 - over the excess up to € 100.000,00:5%
 - over the excess above € 100.000,00:3%

If FRI shows higher costs, which were reasonably necessary to obtain the payment by the buyer, also these costs need will be borne by the buyer.

2. The buyer is liable to the legal costs paid by FRI to all public or business offices. This only applies if FRI and the buyer in relation to an agreement to which these general terms and conditions apply, start legal proceedings and a court judgment becomes final, whereby the buyer fully or largely will be held responsible for the non-execution of its payment obligations.

Article 17. Liability

FRI is liable to the buyer exclusively on the following way:

- a. For damages because of defects in delivered goods, only the liability provided for in article 10 of these terms and conditions will apply;
- b. FRI is liable if damage is caused by intent or gross negligence on the part of arguably FRI.
- c. The liability of FRI is limited to the amount paid by the insurance, in so far as such liability is covered by its insurance;
- d. If the insurance in any case will not cover or will not pay, the liability of FRI in this area complements limited to 1 x the invoice value with a maximum of € 5.000,00.



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Article 18. Force majeure

1. Force majeure means circumstances that prevent full or partial fulfilment of the undertaking, and that are not attributable to FRI.

Below will include (if and to the extent that these circumstances make the performance impossible or unreasonably complicated) : strikes in other companies than those of FRI or its suppliers, wild strikes or political strikes in the company of FRI or its suppliers; a general lack of necessary raw materials and other materials and/or services necessary for the establishment of the agreed performance on goods and/or services; non-foreseeable stagnation at suppliers of FRI or other third parties whose FRI depends on and general transport problems.

2. FRI also has the right to invoke force majeure if the circumstance/conditions, prevents, or a (further) fulfilment occurs after FRI should have fulfilled its commitment.

3. During force majeure, delivery and other obligations of FRI will be suspended. If the period of force majeure-in which fulfilment of the obligations is not possible by FRI-lasts longer than 3 months, both parties are entitled to dissolve the agreement, without any obligation to pay compensation. The invocation of the dissolution must be done in writing within 1 week after the expiry of the period of three months.

4. If at the time of the commencement of force majeure, FRI has fulfilled (part of) its obligations, she is entitled to invoice the delivered part separately whereas the buyer is obliged to pay this invoice as if it were a separate contract. This shall not apply, however, if the part already delivered has no independent value.

Article 19. Dispute resolution and applicable law

1. By way of derogation from the legal rules for the jurisdiction of the civil court will any dispute between the buyer and the seller, in case the Court has jurisdiction, be settled by the Court in Maastricht. However, jurisdiction to sue the buyer remains FRI for the applicable international treaty according to the law or the competent court.

2. On each agreement between FRI and the buyer Dutch law is applicable. The applicability of the Vienna Sales Convention 1980 is excluded. Disputes are settled for the Amsterdam District Court.

Article 20. Modification of the terms and conditions and Internet site

FRI is at all times authorized to make amendments to these terms and conditions and to inform its customers through its internet site www.felicerossi.it. The modified rules take effect on the announced date of entry into force. FRI will send to the buyer in a timely manner the amended terms or through its Internet site. If no date of entry into force vis-à-vis the buyer was notified, you may experience changes in operation as soon as the change is communicated to him, or at the time such is mentioned on FRI's Internet site.

Felicerossi International B.V.
Hoevelaken, The Netherlands,
27 April 2017.