

GENERAL CONDITIONS OF SALE

1. [SUBJECT]

1.1 The seller BLIND EXPO' S.r.l. (with registered office in Via Coppalati 10, Piacenza 29122 (PC), VAT no. 01487530337 - Tax code 01487530337 (hereinafter, for the sake of brevity, also referred to as the "**Seller**") sells remotely to the Customer (natural person or other subject of law), who accepts, the tangible movable goods chosen by the latter on the Seller's website <https://www.blind-expo.com/> (hereinafter referred to as the "**Site**"), and summarised on the web page named "*Shopping Cart*".

2. [APPLICATION AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE].

2.1. By placing an order in the manner provided, the Customer declares that he has read all the information provided during the purchase process and fully accepts these General Conditions of Sale.

2.2. BLIND EXPO' S.r.l. reserves the right to change these General Terms and Conditions of Sale by giving notice on this page of the site.

2.3. The applicable General Terms and Conditions of Sale are those in force at the time the order is placed.

3. [CONCLUSION AND EFFECTIVENESS].

3.1. The purchase contract concluded through the Internet is concluded by means of the exact completion of the request form and the consent to the purchase expressed by means of the adhesion sent online or by means of the completion of the form referred to in the online electronic catalogue present on the site and the subsequent sending of the form itself, always after displaying a web page summarising the order, in which the details of the ordering party and the order, the price of the goods purchased, the shipping costs and any additional charges, the payment terms, the address where the goods will be delivered and the delivery times are indicated.

3.2. When the vendor receives the order from the purchaser, it sends an e-mail confirmation of acceptance to the address indicated when filling out the form and displays a web page confirming and summarising the order, which also contains the data referred to in the previous point.

3.3. The contract is not considered to be concluded and effective between the parties in the absence of what is indicated in the previous point. In the case of deferred payment, the products remain the property of BLIND EXPO' S.r.l. until the purchase price and expenses have been paid by the purchaser. The contract is effective from the moment of completion as described above and the execution of the contract ends with the delivery of the goods sold and the completion of any accessory services selected.

3.4. Any right of the Customer to compensation for damages is excluded, as well as any contractual or extra-contractual responsibility for direct or indirect damages to persons and/or things caused by the non-acceptance of an order by BLIND EXPO' S.r.l.

4. [METHOD OF EXECUTION]

4.1. The vendor will process the purchase order only after receiving confirmation of authorisation to pay the total amount due, consisting of the purchase price, shipping costs and any additional costs, as indicated on the order form.

4.2. The parties agree that the goods shall be delivered approximately within seven working days for goods in stock. For goods which are not available in the warehouse, BLIND EXPO' S.r.l. will inform by e-mail of the specific time frame.

4.3. During the Christmas/Easter holidays and the month of August, product shipments may be delayed, as well as in all cases of force majeure or fortuitous events. By way of example, strikes, labour unrest, suspension of transport and energy supplies, measures taken by public authorities, acts of terrorism, natural disasters, pandemics, acts of terrorism, vandalism or crime are all cases of force majeure. Any delays in delivery shall not entitle the customer to compensation or cancellation of orders.

4.4. The supplier shall deliver the products selected and ordered, according to the methods chosen by the purchaser or indicated on the website at the time of offering the goods, as confirmed in the above-mentioned e-mail. The Customer is responsible for the correctness of the contact details provided and the information given at the time of placing the order; in the event that the information provided by the Customer is incorrect and/or incomplete, the higher charges will be charged to the Customer.

4.5. At the time of delivery, the Customer is obliged to point out to the carrier any damage found, missing packages and/or tampering with the packages themselves and to promptly report it in detail on the transport document accompanying the goods. Verbal complaints alone shall have no value.

5. [PRICES AND PAYMENT METHODS]

5.1. All the sales prices of the products displayed and indicated on the site are expressed in euros and constitute an offer to the public pursuant to Article 1336 of the Italian Civil Code.

5.2. The sales prices referred to in the previous point are always to be understood as excluding VAT and any other taxes.

5.3. Shipping costs and any ancillary charges (e.g. customs clearance), if any, although not included in the purchase price, must be indicated and calculated by the Seller in the purchase procedure before the Buyer submits the order and also contained in the web page summarising the order placed.

5.4. The payment methods available for purchase on the website are as follows:

- Credit Card;
- PayPal;
- Bank transfer in advance;

5.5. In the case of payment by bank transfer, the credit must be received within seven days of the order. The purchased products will only be shipped after receipt of the credited amount by bank transfer.

6. [WARRANTY; DAMAGES RECOVERABLE]

6.1. The Seller expressly declares that the conformity of the goods with the present contract is subject to the observance of the installation and maintenance instructions indicated by the Seller.

6.2. The guarantee only covers the material integrity of the goods on delivery and operating defects attributable to the manufacturing process of the components. Defects and/or malfunctions due to operations subsequent to delivery are excluded, such as, by way of example, the incorrect configuration of components by the Customers, damage due to exogenous causes such as criminal and/or vandalic actions, natural and/or electrical events, tampering, inexperience. Interventions outside the guarantee and any accessory interventions agreed with the Customer and carried out at the same time as the assistance under guarantee shall be charged at the rates in force. Unless specific contractual agreements have been made, the warranty is limited to the replacement or repair of the defective parts and does not include any travel expenses or any accessory charges necessary to make the product accessible (e.g. masonry work, handling, etc.).

6.3. The guarantee period extends, starting from the date of delivery of the goods, (I) for 24 months for the Consumer (i.e. a natural person who purchases the goods for purposes not related to their professional activity, or who does not make the purchase by indicating a VAT number on the order form), (II) for 12 months for all other subjects, unless otherwise specified by BLIND EXPO' S.r.l.

6.4. Any subsequent technical interventions or replacements (complete or partial) of the goods do not extend the warranty right beyond these terms (24 or 12 months, as specified above), and do not change the legal relationship between the parties.

6.5. The guarantee only applies to products whose purchase and date of delivery are proven.

6.6. If the defect is repaired under warranty and then reappears after the warranty has expired, the Customer shall pay the cost of the new repair regardless of the time that has elapsed since the first intervention under warranty, while if the defect appears for the first time "out of warranty", the Customer who has paid for the intervention shall be owed - on the repaired or replaced part - a new warranty (24 or 12 months, as specified above).

6.7. Consumable parts (such as batteries, connectors, keys) are not covered by the guarantee. They are covered by the so-called "functioning guarantee" and are only replaced in the event of a fault occurring within the first 30 days of purchase. The warranty does not cover parts that have been damaged by accident, misuse or negligence on the part of the user, or that have been tampered with by unauthorised persons.

6.8. The right to assistance under warranty is always subordinate to the result of the technical verification, the cost of which is charged to the Customer in the event of a negative outcome. In the case of the return of contested material, the acceptance by BLIND EXPO' S.r.l. does not constitute recognition of a defect, but is to be understood exclusively as a preliminary act to the actual technical verification. In any case, no warranty is given for:

- damage caused by improper installation, use, modification or repair by unauthorised third parties or by the Customer himself;
- damage caused by any person (other than personnel working for BLIND EXPO' S.r.l.) or external factors;
- instructions given directly by the Customer and carried out accordingly by the BLIND EXPO' S.r.l. Service Centre.

6.9. The guarantee is automatically invalidated in the event of proven intervention by personnel not authorised by BLIND EXPO' S.r.l., which reserves the exclusive right to decide whether to repair the faulty part or replace it with a component of the same or similar value and functionality. The products on which the defect is found will be replaced in times and ways compatible with the availability of stock and/or the technical time required to replace the products. In the event of an agreed replacement of the component with one of greater value, the Customer shall be required to pay the difference in price. In the event of material replacement, the Customer shall return the replaced material.

6.10. BLIND EXPO' S.r.l. declines all responsibility and charges for any direct or indirect damage resulting from periods of inactivity of the product while awaiting repair.

6.11. BLIND EXPO' S.r.l. does not accept any responsibility towards third parties with regard to the integrity, secrecy, conservation and correct use of the data inserted inside the mass memories returned for assistance. It is the Customer's responsibility to remove confidential and personal data and to make back-up copies of such information in advance, since servicing may lead to their permanent loss. The burden of this operation by the technical staff of BLIND EXPO' S.r.l., if requested by the Customer, is at his charge.

6.12. No compensation will be due in the event of improper use or if the damaged party was aware of the defect of the product and of the danger deriving from it and nevertheless voluntarily exposed himself to it. BLIND EXPO' S.r.l. is not

responsible for damage to or loss of the contents of the product, nor for the unauthorised removal of the contents. The vendor is not responsible for damages, of any kind, arising from the installation and/or use of the product in an improper way and/or not in accordance with the instructions provided by the manufacturer as well as in case of damages arising from unforeseeable circumstances or force majeure, malfunctions of the network and/or blackout, criminal or vandalic acts. The installation and maintenance instructions, which require the customer to comply with certain requirements, are included in the documentation accompanying the goods.

6.13. In any case, the damaged party shall have to prove the defect, the damage, and the causal connection between the defect and the damage. The liability of BLIND EXPO' S.r.l. shall not exceed the total value of the purchase order.

6.14. Products repaired, modified or in any way altered by the Customer are excluded from the Warranty.

6.15. Also excluded from the scope of application of the Guarantee are any failures or malfunctions or defects of any other kind caused by accidental events or by the user's responsibility or by use of the product that does not comply with its intended use and/or with the provisions of the technical documentation attached to the product, if any.

6.16. In any case, any complaints must be sent in writing within eight days of receipt of the goods to BLIND EXPO' S.r.l. at its registered office in Via Coppalati, 10 Piacenza 29122 (PC) or by certified e-mail to blind.expo@pec.it or by e-mail to info@blind-expo.com, with a specific description of the defect or anomaly found.

6.17. If the Customer is a consumer (i.e. a natural person who buys the goods for purposes not related to his professional activity, or does not make the purchase by indicating a VAT number on the order form), he is entitled to the legal guarantee of conformity for two years pursuant to and for the purposes of Articles 128 et seq. of Legislative Decree no. 206/2005. In order to benefit from the assistance under warranty, the Customer must keep the invoice that he will receive together with the purchased goods. The Customer may always request the invoices relating to his purchases. The 24-month warranty referred to in Legislative Decree no. 206/2005 shall apply to products that present a lack of conformity, provided that they are used correctly, in compliance with their intended use and as provided for in the attached technical documentation. In the event of a lack of conformity, the consumer shall be entitled to have the conformity of the goods restored, without charge, by repair or replacement, or to an appropriate reduction in the price or termination of the contract, pursuant to Article 130 of Legislative Decree no. 206/2005.

In the event that, for any reason, BLIND EXPO' S.r.l. If, for any reason, BLIND EXPO' S.r.l. is not able to repair a product under warranty, BLIND EXPO' S.r.l. will proceed, with the Customer's consent, to the replacement of the product itself (if still in the price list) or with another product of the same features and value or, finally, to the issue of a discount voucher of the same amount to be spent on another product valid for six months from the moment of issue. No damage can be claimed to BLIND EXPO' S.r.l. for any delays in repair or replacement of products under warranty.

6.18. In cases where the application of warranties provides for the return of the product, the goods must be returned by the Customer

7. [RIGHT OF WITHDRAWAL]

7.1. Pursuant to Articles 52 et seq. of Legislative Decree no. 206/2005, if the Customer is a consumer (i.e. a natural person who buys goods for purposes not related to his professional activity, or does not make the purchase by indicating a VAT number on the order form), he is entitled to withdraw from the contract, without any penalty and without specifying the reason, within 14 (fourteen) working days from the date of signing this contract, to be communicated to the seller by PEC or registered letter with return receipt.

7.2. The communication must include the minimum content set out in the withdrawal form that can be downloaded from this link www.blind-expo.com, duly completed.

7.3. In order for the right of withdrawal to be validly exercised, the Customer must return the products received intact, in their original packaging, to BLIND EXPO' S.r.l. at its warehouse in via Grilli 10A, San Nicolò a Trebbia 29010, Rottofreno (PC), within 14 (fourteen) days from the date of communication of the withdrawal; the goods must be returned intact and, in any case, in a normal state of preservation.

7.4. The costs and risks associated with the return of products are borne by the Customer.

7.5. The vendor will refund the amount paid by the purchaser, after deducting the transport costs and the value of any damage caused to the goods, within 30 (thirty) days from the time the customer delivers the product to the forwarding agent.

7.6. Pursuant to Article 59 of Legislative Decree no. 206/2005, the right of withdrawal is also excluded in relation to the supply of goods made to measure or clearly customised, such as, by way of example only, safes, armoured display units and security cabinets made to measure or painted in a customised colour.

8. [PROCESSING OF PERSONAL DATA]

The parties declare that they are informed and give their mutual consent to the processing of their respective data pursuant to Legislative Decree no. 196/2003 (Privacy Code), European Regulation no. 669/2016 (GDPR) and the relevant implementing ministerial decrees. The Seller informs the Customer that every order sent is stored in digital form on its servers in accordance with the criteria of confidentiality and security set out in the information notice on the portal at the following link <https://www.blind-expo.com/privacy-policy/>

9. [APPLICABLE LAW AND JURISDICTION].

The sales contract is concluded in Italy and is regulated by Italian law. Any disputes that may arise from the application, interpretation, execution or violation of this contract are devolved to the exclusive jurisdiction of the Court of Piacenza.