

GENERAL CONDITIONS OF SALE - RES MUSIVA SRLS

ARTICLE 1 – SCOPE OF APPLICATION

These General Conditions of Sale (“GCS”) apply, without restriction or reservation, to all sales concluded by RES MUSIVA SRLS (the “Seller”) with professional or non-professional buyers (the “Client”) wishing to acquire the products offered for sale (the “Products”). Validation of the quotation and payment of the order deposit by the Client constitute full and unconditional acceptance of these GCS.

ARTICLE 2 – PRICE

Product orders are subject to a quotation established by the Seller and accepted by the Client. Quotations are valid for a period of 15 days from their issue date.

Prices do not include shipping, transport, delivery, installation, maintenance, or upkeep costs, unless otherwise specified. These additional costs will be invoiced separately where applicable. Customs duties, local import taxes, or state taxes are the sole responsibility of the Client.

ARTICLE 3 – ORDER

The choice and purchase of a Product are the sole responsibility of the Client. It is the Client’s duty to verify the accuracy of the order and report any errors within 48 hours.

The Seller reserves the right to cancel or refuse any order from a Client with whom there is an existing payment dispute.

Validation of the quotation and payment of the deposit imply full acceptance of these GCS.

ARTICLE 4 – PRODUCTION AND SHIPPING TIME

The manufacturing lead-time begins upon receipt of the signed quotation, the deposit, and all required technical information or approvals.

The indicated lead-time is approximate and non-binding, as it may vary depending on material availability, supplier schedules, or client approvals.

The Seller shall not be held liable for delays or non-performance caused by events beyond its reasonable control, including but not limited to force majeure events such as natural disasters, transport interruptions, strikes, shortages, or acts of government. In such cases, the delivery period shall be extended accordingly.

ARTICLE 5 – PAYMENT CONDITIONS

Payment for ordered Products is made by bank transfer or check unless otherwise agreed, according to the following schedule:

- ◆ 50% deposit upon order to confirm production
- ◆ Balance before shipment of the Products

Payments are considered final only upon actual receipt of funds by the Seller.

In the event of late payment, penalties equal to 1% of the order amount (excluding tax) per month of delay shall apply automatically, without prior notice.

The Seller reserves the right to suspend or cancel deliveries in case of non-payment or partial payment.

ARTICLE 5 BIS – RETENTION OF TITLE

Ownership of the Products shall be transferred to the Client only upon full payment of the price, including all taxes and charges. Until such payment is received, the Products remain the exclusive property of the Seller.

ARTICLE 6 – RIGHT OF WITHDRAWAL AND CANCELLATION

Given the custom and bespoke nature of the Products, the Client does not benefit from a right of withdrawal.

In case of cancellation by the Client, the Seller reserves the right to demand payment for all work and materials already engaged, proportionally to the stage of completion of the order.

ARTICLE 7 – CLAIMS AND ACCEPTANCE

The Client must inspect the condition of the Products upon delivery. Any claim must be submitted in writing within 30 days from delivery, supported by all relevant documentation.

After this period, and in the absence of a written and substantiated claim, the Products shall be deemed definitively accepted by the Client, free from any apparent defect or non-conformity.

ARTICLE 8 – RETURNS

Due to the bespoke manufacturing process, returns of Products are not accepted.

No refund or exchange shall be granted once the order has been confirmed and the work initiated.

ARTICLE 9 – SELLER’S LIABILITY AND WARRANTIES

The Seller’s warranty is strictly limited to the replacement or repair of defective or non-compliant Products.

The Seller shall not be held liable in the following cases:

- ◆ Non-compliance with the laws or standards of the country of delivery (the Client must verify this);
- ◆ Improper use, negligence, or lack of maintenance by the Client;
- ◆ Normal wear and tear of the Product;
- ◆ Accident, force majeure, or external cause beyond the Seller’s control.

The photographs, dimensions, and descriptions on the Seller’s website or catalogs are provided for information only and have no contractual value.

In all cases, the Seller’s total liability shall not exceed the total amount (excluding tax) paid by the Client for the order concerned.

ARTICLE 10 – PERSONAL DATA

Personal data collected from the Client are necessary for the performance of the contract and are used solely for that purpose. This data shall not be disclosed to third parties other than those involved in the execution of the order.

ARTICLE 11 – INTELLECTUAL PROPERTY

All content, designs, drawings, images, and creations presented by the Seller are the exclusive property of RES MUSIVA SRLS and are protected by Italian and international intellectual property laws.

The Client is not authorized to reproduce, distribute, or use these creations, images, or designs for commercial or promotional purposes without the prior written consent of the Seller.

All design and reproduction rights remain the exclusive property of the Seller.

ARTICLE 12 – APPLICABLE LAW AND JURISDICTION

These GCS and all related transactions are governed by Italian law.

Any dispute relating to their interpretation or performance shall fall under the exclusive jurisdiction of the courts of Rome, Italy.

These GCS are written in English, the only authoritative language in case of dispute.

ARTICLE 13 – ELECTRONIC COMMUNICATION

Quotations, orders, and approvals exchanged electronically (including by email) shall have the same legal value as written and signed documents.