

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. Seller Identity

These General Terms and Conditions govern the offer and sale of products under the Le Luci Artigiane brand through the website, e-mail, accepted quotations or any other channels agreed with the Customer. Please read these terms carefully before placing an order. By purchasing one or more products, the Customer fully accepts these General Terms and Conditions of Sale. Products under the Le Luci Artigiane brand are sold by **GM Metalli Srl** (hereinafter also the "Seller" or "We"), with registered office at Via di Sottopoggio 12, VAT number and tax code **IT00133220457**, certified e-mail (PEC) **gmmetalli@legalmail.it**, telephone +39 0583 379653. For any information, assistance or request relating to orders, products, shipments, quotations, complaints or any other matter connected with a purchase, the Customer may contact the Seller at [sales@leluciartigiane.it](mailto:sales@leluciartigiane.it) or by using the contact details above.

## 2. Scope and validity of these conditions

These General Terms and Conditions of Sale apply to each order or commercial relationship from the moment it is accepted by the Seller and remain valid and effective for the entire duration of the relevant contractual relationship, until its full performance. Any amendments or updates to these General Terms and Conditions of Sale shall apply only to orders accepted after their publication, unless otherwise agreed in writing between the parties.

### 3. Products and characteristics of the workmanship

Le Luci Artigiane products are made using artisanal workmanship. For this reason, any slight differences between one piece and another, as well as minor variations in tone, finish, patina, texture, glass, welds, surface details or dimensions, shall be regarded as characteristics of the handcrafted product and shall not constitute a defect or lack of conformity, provided that they do not substantially affect the functionality or intended use of the item. Images, photographs, renderings, product sheets, color samples and materials shown on the website, in catalogs, presentations or quotations are for illustrative purposes only and may not perfectly reproduce the final product.

All Le Luci Artigiane products are sold with the "LA" brand identifier, applied to the product in a manner consistent with the positioning and nature of a high-end product, in a discreet and non-invasive location so as to preserve its aesthetics.

The presence of the Le Luci Artigiane identifier is a distinctive element of the product and enhances its identity, authenticity and Made in Italy character.

Unless otherwise agreed in writing in advance with the Seller, Le Luci Artigiane does not sell products without its own identifier. The Customer may expressly request to agree with the Seller on the position of the identifier on the product. Such request must be made explicitly and must be confirmed in writing by the Seller. In the absence of a specific written agreement, the position of the identifier shall be determined by the Seller.

### 4. Purchase procedure

In order to purchase one or more Le Luci Artigiane products, the Customer may express interest through the dedicated area of the platform or by contacting the Seller directly.

Following the request, the Seller shall send the Customer a customized quotation based on the requested product, quantities, any customization, logistics, and production and delivery timelines. The order shall be deemed confirmed only upon the Customer's acceptance of the quotation. By accepting the quotation, the Customer acknowledges having read and fully accepted these General Terms and Conditions of Sale as well.

For customized or made-to-measure products, advance payment of a deposit equal to 50% of the total amount is required, while the balance shall be paid when the goods are ready, before shipment. For products ready for shipment, advance payment of the full amount is required.

## 5. Prices and indication of product prices

The Customer is entitled to the guarantees provided by the applicable law, including the guarantee that the products conform to the sales contract. As regards prices, Le Luci Artigiane products do not display a fixed published price and are quoted only upon request. The price is determined by the Seller on the basis of the characteristics of the requested product, any level of customization, quantities, logistics, and production and delivery timelines. The Customer acknowledges that product prices may also vary depending on the quantity ordered.

## 6. Payments and invoicing

For each order, the Seller shall issue the relevant invoice on the basis of the information provided by the Customer at the time of the order.

For Italian customers, the electronic invoice will be available in the relevant area of their tax portal (cassetto fiscale), and a courtesy copy will in any case be provided by e-mail.

For foreign customers, or where permitted by the applicable law, the invoice may be sent by e-mail or by any other means agreed between the parties. Once the invoice has been issued, the details stated therein may no longer be amended, except where otherwise provided by law.

## 7. Shipment and delivery of products

The purchased products shall be delivered to the address indicated by the Customer when placing the order or stated in the accepted quotation. Unless otherwise agreed in writing, shipping costs shall be borne by the Customer and shall be indicated separately in the quotation, order confirmation and/or invoice.

## 8. International shipments and customs duties

For orders shipped outside the European Union, the products may be subject to customs duties, import taxes, local taxes and any other charges provided for by the laws of the country of destination. Such costs are not included in the price of the products or in shipping costs, unless otherwise agreed in writing, and shall be borne entirely by the Customer. The Customer is required to verify in advance whether such charges apply in the country of destination. The Seller shall not be held responsible for any additional costs, delays or customs holds arising from the import procedures of the destination country.

## 9. Orders and delays

The timelines indicated in quotations or order confirmations are to be understood as estimates. Considering the artisanal nature of the products and the involvement of suppliers, subcontractors and logistics operators, delays not attributable to the Seller may occur. Such delays, except where otherwise mandatorily provided by law, shall not constitute grounds for withdrawal, cancellation of the order or termination of the contract. Consumers remain entitled to the rights provided by the applicable law concerning the delivery of goods.

## 10. Consumer rights: standard products and customized products

For the purposes of these General Terms and Conditions of Sale, a "standard product" means a product belonging to the Le Luci Artigiane collection or catalog, ordered by the Customer without specific requests that individually modify its essential characteristics, dimensions, finishes, materials, technical configurations or other distinctive elements.

A "customized, made-to-measure or clearly personalized product" means a product made or modified on the basis of specific requests of the Customer, including, by way of example, non-standard dimensions, special finishes, specific materials or glass, engravings, wiring, fittings, technical configurations or other details expressly requested by the Customer.

For standard products purchased by a Customer qualifying as a consumer through a distance contract, the right of withdrawal is granted within 14 days from receipt of the product, without the need to state any reason.

To exercise the right of withdrawal, the Customer must send written notice within that period to [sales@leluciartigiane.it](mailto:sales@leluciartigiane.it).

In the event of a valid withdrawal relating to a standard product, the Customer must return the product within the time limits provided by law. Unless otherwise agreed in writing, the direct costs of returning the product shall be borne by the Customer.

The Customer shall be responsible only for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The Seller shall reimburse all payments received from the Customer in accordance with the applicable law, without prejudice to the Seller's right to withhold reimbursement until the returned product has been received or proof of shipment has been provided. The right of withdrawal does not apply to customized, made-to-measure or clearly personalized products. In any case, both for standard products and customized products, the consumer benefits from the legal guarantee of conformity provided by law, which may not be excluded or limited.

## 11. Warranties and complaints

In the event of manufacturing defects or lack of conformity, the Customer must promptly notify the Seller by writing to [sales@leluciartigiane.it](mailto:sales@leluciartigiane.it) and, where possible, providing a description of the issue together with photographic documentation useful for assessing the complaint. Upon receipt of the notice, the Seller shall examine the case and inform the Customer of how the matter will be handled.

## 12. Customer Care

For further information regarding orders, products, shipments or after-sales assistance, the Customer may contact our Customer Care service by e-mail at [sales@leluciartigiane.it](mailto:sales@leluciartigiane.it), or through the other contact details indicated in the introduction to these General Terms and Conditions of Sale.

## 13. Suspension of sales and supplies

The Seller reserves the right to temporarily suspend, even without prior notice, the management of orders, requests, processing, production or deliveries for the time strictly necessary to carry out technical, organizational or production measures deemed necessary for the proper conduct of the business and for improving product quality and the sales process. The Seller may also suspend or interrupt, in whole or in part, the sale or supply of products where there are safety reasons, technical requirements, force majeure, logistical issues, unavailability or delays in the supply chain involving suppliers, subcontractors or partners participating in the production of the products, as well as in the event of circumstances that may compromise regular production, product quality or the confidentiality of information. In such cases, the Seller shall notify the Customer where possible and as compatible with the nature of the event.

## 14. Contents, materials and distinctive elements

All contents, materials and documentation relating to Le Luci Artigiane and/or the Seller, including by way of example texts, images, photographs, renderings, catalogs, product sheets, technical sheets, quotations, drawings, designs, graphic works, logos, names, distinctive elements, videos and any other material, in any format, shall be considered reserved and under the control of the Seller and/or their respective owners.

Without the Seller's prior written authorization, any reproduction, modification, dissemination, publication, duplication, distribution, extraction, commercial use or exploitation, even in part, of the above contents and materials is prohibited.

The contents and materials made available to the Customer, including within quotations, commercial proposals, studies, customizations or product developments, are intended exclusively for the evaluation of the offer and the possible performance of the contractual relationship with the Seller. Such materials may not be used by the Customer for other purposes, nor transferred, transmitted or made available to third parties without the Seller's prior written authorization.

All distinctive signs, names, logos, trade names and other identifying elements that may be used by the Seller remain under the control of the Seller or their respective owners and may not be used, reproduced or employed in different contexts without prior written authorization.

Unless otherwise agreed in writing, the Customer may not copy, adapt, have reproduced by third parties, modify or use for other productions any drawings, designs, renderings, technical solutions, customizations or other materials developed by the Seller during the order or negotiation process.

## 15. Photographic documentation of the installed product

In order to properly document the final result of its products, as well as to support research and development activities, analysis of the brand's positioning and the enhancement of its work, Le Luci Artigiane wishes, where possible, to receive images of the products once installed in their final context.

The Customer acknowledges this interest and, subject to its own availability and any arrangements made with the final client, undertakes to consider the possibility of providing Le Luci Artigiane with updated images of the installed product, useful to illustrate its placement, use and aesthetic-functional result in the destination context.

Such images may be used by Le Luci Artigiane for internal archive purposes, portfolio, commercial presentations, editorial materials and communication on its online and offline channels. Any indication of the identity of the final client, the project, the place of installation or other identifying elements shall in any event remain subject to the wishes of the Customer and/or the final client. In the absence of express authorization, Le Luci Artigiane may use the images without names or other directly identifying elements.

It is understood that the main interest of Le Luci Artigiane is to have real and updated documentation of its activity and of its installed products, while preserving the possibility of keeping the identity of the final client confidential.

## 16. Governing law and jurisdiction

Without prejudice to the mandatory jurisdiction of the consumer, where applicable, exclusive jurisdiction over any dispute arising from or connected with these Terms shall lie with the courts of the place where the Seller has its registered office, namely Lucca, Italy.