

## GENERAL CONDITIONS AND TERMS OF SALE

**ALL PRICES IN THE PRICE LIST ARE SUGGESTED RETAIL PRICES, VAT EXCLUDED, EX-WORK.**

### ORDER CONFIRMATIONS AND INVOICING

The customer undertakes to forward all orders to ITALREFLEXES by email.

The order should contain indications on the item and colour code, its quantity and delivery address.

To be accepted, the order must follow the minimum quantity policy according to the current price list.

Reserved orders have a maximum validity of 7 calendar days.

These will be released automatically at the end of this period if otherwise is not asked by customer to extend the reservation validity term.

All articles included in our price list are normally available in stock. In case one of the items from an open collection is not immediately available, the customer will be informed by means of an email / or order confirmation with the relative lead-time.

An estimated lead time is to be considered indicative and unbinding.

ITALREFLEXES reserves the right, at its discretion, to refuse and therefore not to execute the orders of the buyers. It's also reserved the right not to provide a reference indicated on ITALREFLEXES price lists, without the possibility of a complaint.

Order variations of any changes in colour, repeats or quantity must be communicated to ITALREFLEXES by customer within 24 hours of receiving the order.

No order cancellation will be accepted for any

material that has already been cut or sent.

Any changes that must be done to the Commercial Invoice must be communicated by customer to ITALREFLEXES within 2 working days on its receipt by email.

### GENERAL COMPLIANCE WARRANTIES

It is highly recommended for the end user to follow carefully the hanging and after-care instructions.

Please consult the "Hanging instructions" to verify the recommended steps to do before applying the wallcoverings.

No claims will be accepted for any problems arising from inappropriate installing or cleaning operations.

Variations in the texture or colour of the delivered goods, compared with the samples in catalogues +/- 5% : the margins of tolerance are normally considered acceptable due to its nature and artisan crafting production.

In particular, velvet and suede fabrics are allowed greater tolerances.

Color may change from batch to batch, therefore productions can be different from displayed colors in the book.

It is to be considered a characteristic of the material and can not be the reason for a claim.

### GOODS RECEIPT

Upon receipt of the goods, customers are strongly advised to carefully check the state of the packaging.

Should the packaging appear to be damaged, the goods must only be accepted "with reserve" and the packaging conserved so that a claim may be made to the carrier.

It is necessary to inspect the goods carefully (colour, metrage and defects) as soon as they are delivered since any claims must be made within 10 working days of delivery, complemented by photographic and if possible video material.

This rule also is applied whenever the goods are delivered to a different address from that of the customer or directly to the upholsterer: the customer must inspect the product, or have it inspected on his behalf, before it is installed. Upon receipt of the material please consult the hanging instructions label applied on every individual roll.

The label with instructions gives the precise hanging instructions corresponding to production batch.

In case of returned goods, any credit note will be issued only after verifying that the returned goods are in perfect condition.

If after inspecting the goods in question, a claim is considered to be well founded, ITALREFLEXES will arrange the replacement of the material or reimbursement of the claimed goods value.

In case the goods were ordered mistakenly and if previously agreed with ITALREFLEXES to be sent back, a credit note will be issued only in case the material is returned perfectly intact in its original packaging; a deduction of 20% will be applied to relative credit notes for handling costs.

Any return of goods shipped at ITALREFLEXES expense will be rejected.

Requests to return goods for reasons other than those coming under ITALREFLEXES own responsibility will only be accepted under exceptional circumstances, and in no event if such a request is made beyond ten days from the date of shipment.

Transport costs and any customs charges will be borne by the customer.

### **RIGHT OF OWNERSHIP**

The goods will remain the property of ITALREFLEXES, until their payment has been completely settled by the purchaser.

### **INDUSTRIAL COPYRIGHTS**

Any use whatsoever (press, public and private TV channels, Internet, cinema, brochures, yellow pages, letter headed paper, electronic or any other form of data collection) of the Industrial and Intellectual Copyrights belonging to ITALREFLEXES is forbidden without the prior written approval of the latter.

### **LEGAL FORUM FOR DISPUTES**

The Court of Milan shall be the exclusive forum and venue to resolve disputes arising out of or relating to these terms and conditions.

### **TRANSPORT**

Transport costs upon request.

Any damage to the goods during transport must be reported to the carries.

Italreflexes is not responsible for goods damaged or lost during transport.