

**VITESY - GENERAL TERMS AND CONDITIONS OF SALE**  
**for EU-Based Business Customers (Account Based Sales)**

These general terms and conditions (the “**General Terms and Conditions**”), together with special terms and conditions included in the Quote and/or in any Order Confirmation regulate the offer and sale of products to Professional Customers (as defined below), through different way than *e-commerce*.

The products distributed (the “**Products**” or the “**Product**”) are offered and sold by Laboratori Fabrici S.r.l., with registered office in Piazzetta Ado Furlan No. 4, Pordenone (PN), Tax Code and VAT number 01786900934, R.E.A. PN-104531 (the “**Company**” or “**Vitesy**”).

The Company offers for sale “Vitesy” trademark products, of which is the owner.

\*\*\*\*\*

1. The scope of the General Terms and Conditions
2. Order confirmation process
3. Products availability and purchase of Back-Order Products
4. Information regarding the Products
5. Price and payment
6. Retention of title and express termination clause
7. Delivery of Products
8. Applicable guarantees
9. Communications, assistance and complaints
10. Events of force majeure
11. Personal data treatment
12. Applicable law, place of jurisdiction and out-of-court settlement of disputes

**1. The scope of the General Terms and Conditions**

- 1.1. The offer and sale of Products are regulated, in addition to these General Terms and Conditions, by the other applicable laws.
- 1.2. These General Terms and Conditions apply to the agreements concluded between Professional Customers (as defined below) and the Company concerning the purchase of the Products. The General Term and Condition are made available to the Professional Costumers together with the Quote (as defined below).
- 1.3. For the purpose of these General Terms and Condition, “**Professional Customers**” are defined as those acting as professional entities, meaning natural or legal persons operating in the exercises of their business, commercial, craft or professional activity or through intermediaries (hereinafter also simply the “**Customer**” or “**Customers**”).
- 1.4. The Company reserves itself the right to amend these General Terms and Conditions at any moment, giving timely notice to the Customer, bearing in mind that the applicable General Terms and Conditions are those in force on the date the Quote is sent.
- 1.5. These General Terms and Conditions are both written in Italian and English.

**2. Order confirmation process**

- 2.1. After having received the Purchase Order (“**Order**” or “**P.O.**”) by the Customer (even through verbal request to Vitesy Sales Representative), depending on the availability of the Products, the Company will send the Costumer the “**Quote**”, which will indicate:
  - 2.1.1. available item, product code and quantity (“**Ordered Product**” or “**Ordered Products**”);
  - 2.1.2. Product Price (as defined below), including any discount applied;

- 2.1.3. estimated date on which the goods could be ready (in the case of orders with payment terms in advance -total or partial- such date is established on the assumption of reasonably prompt receipt of the payment due in advance);
  - 2.1.4. any additional expenses due (taxes, transport costs);
  - 2.1.5. modes of transport and packaging;
  - 2.1.6. terms and methods of payment.
- 2.2. Each sales contract will be effective and binding between the parties when the Company receives Quote approval by the Customer, unless the conditions referred to in the Quote comply with what is already provided for/requested in the Customer's Order. In the latter case, the sales contract will be binding from the moment in which the Customer receives the Quote.
- 2.3. If the Quote provides amendments or additional conditions with respect to the P.O. sent from the Customer and, therefore, it shall be considered a new proposal, the provided terms and conditions will be considered implicitly accepted by the Customer after 5 (five) working days from the receipt of the Quote, even in the case that the Company won't have received an express acceptance on part of the Customer, unless the Customer has expressed his disagreement in writing within the same term of 5 (five) days.
- 2.4. In the event that the Quote provides the advanced payment (whether total or partial) of the **Total Amount Due**, copy of bank transfer has to be sent by the Customer together with the Quote acceptance.
- 2.5. Following receipt by the Company of the signed Quote or following implicitly approval of the same, after 5 (five) working days from the receipt of the Quote by the Customer, the Company reserves itself the right to send an additional document ("**Order Confirmation**"), through which definitely confirm specific elements of the Quote referred to point No. 2.1. above (in particular, the exact date of availability of goods), just in case these should be different from what indicated in the Quote.
- 2.6. The terms and conditions of the Order Confirmation will be considered implicitly accepted by Customer, after 3 (three) working days from the receipt of the Order Confirmation by the Customer, even if the Company does not receive express acceptance thereof, unless the Customer has expressed his disagreement in writing within the same term of 3 (three) days.
- 2.7. The languages available to the Customer of the sign of the contract are Italian and English.
- 3. Products availability and purchase of Back-Order Products**
- 3.1. Each Order sent by the Customer will not be binding under any circumstances for the Company until the relative Quote is sent, since some of the Ordered Products may not be available at the time of the Order or at the time of requested delivery in the same Order.
- 3.2. The availability of the Products refers to the actual availability at the time the Customer sends its Order to the Company. In case of partial/total unavailability of the ordered Product (s), the Company cannot be held responsible for any damage or prejudice suffered by the Customer due to the no immediate availability of the Product (s).
- 3.3. If, at the moment which order is sent, the Product is found to be unavailable, the Company reserves itself the right to offer the Customer the possibility to purchase Products which, even if not available at the date of Order reception (for example, because they are being re-stocked or because they're Products with finalised specifics but which haven't been produced yet), can still be selected by the Customer for the relative purchase (the "**Back-Order Products**").
- 3.4. Such Back-Order Products will be expressly identified by the word "Back Order" or "Pre-sale" in the Quote. In addition, the Quote will also provide the estimated date, from which such products will become available again (or available for the first time ever to B2B customers). Unless Force Majeure Events take place and/or there are different indications in the Quote related to the Product in Back Order, the Products will be ready for shipping within 7/10 working days from the date in which they will become available again.

- 3.5. The Customer acknowledges and accepts that in case it decides to order a Back-Order Product:
- i) the payment of Product Price could be in advance, even if the standard terms of payment reserved to the Customer do not require it, according to the conditions indicated in the Quote;
  - ii) in express derogation from the provisions of the law, the delivery date may be more than 30 days from the date of conclusion of the Contract.

#### **4. Information regarding the Products**

- 4.1. The Products offered are sold by Laboratori Fabrici S.r.l., under the brand name "Vitesy". Each Product is delivered to the Customer with the original packaging, containing the user manual and any accessory documentation.
- 4.2. The Products and their essential characteristics are described in the documents (the "Informative Documents") shared by Vitesy Sales Representatives during the Contract and/or Order negotiation and, more generally, during the exchange of information with the Customer. In case of Catalogue/Stock Products (that is, not personalized for the Customer in any way), upon request by the Customer, the latest Product Sheet will be attached to the Quote. In case of personalized Products, the essential characteristics can also be confirmed in simplified form with a dedicated attachment (plain text on headed paper) to the Quote. The Customer may also find the official and updated version of the main information documents on the Website [www.vitesy.com](http://www.vitesy.com) (the "**Website**"), in particular in the "Download" ([www.vitesy.com/download](http://www.vitesy.com/download)) and "Research" sections. ([www.vitesy.com/research](http://www.vitesy.com/research)).
- 4.3. The images and descriptions on the Website or contained in the Informative Documents reproduce as faithfully as possible the characteristics of the Products. The colours of the Products, however, may differ from the real colours due to the settings of the computer systems or computers used by the users to display them. In addition, the Product images in the Product Sheet may also differ from the official specifications in size or in relation to any accessory products. These images should therefore be understood as indicative and with tolerances customary in the industry.
- 4.4. The Company reserves itself the right to modify the technical characteristics of the Products without notice, in compliance with the laws in force. For the purposes of the Contract, the description of the Product contained in the Quote and in the eventual Product Sheet sent by the Customer will be considered valid.

#### **5. Price and payment**

- 5.1. All Products prices indicated in the Quote are expressed in Euro, unless otherwise indicated in the specific Quote. The prices indicated in the section listing the Ordered Products are net of Value Added Tax (VAT) but inclusive, unless otherwise specified, of any other tax, duty or levy provided for by law, including, where applicable, the WEEE eco-contribution (the "**Product Price**"). If due, the value of the Value Added Tax (VAT) relative to the total amount of the order shall be indicated in the Quote under the heading "Tax".
- 5.2. If not otherwise specified in the Quote, the Price of the Product do not include the Shipping Charges (as below defined).
- 5.3. The Company reserves itself the right to change the Price of the Products, at any time, without prior notice, being understood that the price charged to the Customer will be the one indicated in the Quote sent to the Customer and that any account will be involved in changes (upwards or downwards) after the Quote has been sent, unless a new Quote is needed because of modifications to the Order requested/communicated by the Customer (for ex. modification of the Ordered Products -in quantity and/or kind- or request of a new Product Price inclusive of Shipping Fees). In any case, following the acceptance on part of Customer of the Quote, or of the new Quote, the Company won't be able to further modify the conditions agreed upon in such Quote, including the Product Price.

5.4. In the case that, in the Quote, the Product is offered at a discounted Price, the full reference price on whose basis the discounted Product Price has been calculated will be shown, under the column “Sales Price”.

5.5. The Customer is required to pay the total amount – consisting of the Product Price, Shipping Charges, if applied, and any other additional cost, as resulting from the Quote sent to the Customer (the “**Total Amount Due**”) – according to the terms and methods of payment indicated in the Quote.

## **6. Retention of title and express termination clause**

6.1. The purchase and sale of the Products is carried out with an express retention of title, whereby the Products shall remain under the property of the Company until Customer’s payment of the Total Amount Due indicated in the Quote.

6.2. In the event that the Contract has been concluded and the successful payment of the Total Amount Due is not confirmed within 5 days from the deadline indicated in the Quote, Vitesy shall be entitled to terminate the Contract by right, pursuant to and for the purposes of Article 1456 of the Italian Civil Code. The Customer will be notified of the termination of the Contract and the consequent cancellation of the delivery.

6.3. In any case, if the Quote provides for the advanced payment -total or partial- of the Total Amount Due, the Company will ship the ordered Product only after having received the payment, or alternatively, after having received formal confirmation (with a document issued by the bank processing the payment) that the requested advanced payment has been successfully done.

## **7. Delivery of Products**

7.1. Unless otherwise specified in the Quote, the delivery, with the consequent transfer of the risks of loss or damage to the Customer, shall be deemed to have been completed by making the Products ordered at the Vitesy warehouse (Ex Works (EXW) - Incoterms ICC Paris 2010) available to the Customer or the courier. In case of loss or damage resulting from the transport of the Products from Vitesy's warehouse to the place of destination, any claims against the carrier will compete and will be borne by the Professional Customer.

7.2. If the delivery is organized by Vitesy, the Product will be shipped by specialized carriers to the delivery address indicated in the order, within the estimated delivery time agreed in writing with the Vitesy Sales Representative. Delivery terms are indicative and non-binding. Failure to comply with the delivery dates does not in any way authorize the Customer to terminate the Contract or to exercise any right to compensation for damage.

7.3. The shipping costs of the Products, which may change in relation to the shipping method chosen by the Customer, are on charge of the latter, except where expressly otherwise indicated in the Quote. Their amount, if due, will be expressly and separately indicated (in Euro, unless otherwise indicated, and net VAT) in the Quote (the “**Shipping Costs**”). The VAT amount eventually due on the Shipping Costs will be indicated in the Quote under the section “Tax” (or will be included in the amount indicated in such section).

7.4. Delivery terms are those estimated in the Quote and begin from the moment the Quote is accepted or, in any case, from the conclusion of the Contract according to the previous paragraph 2.3. In case of lack of the delivery term, it shall be within an estimated term of 30 (thirty) days from the date of conclusion of the Contract or, if later, from the date of receipt of the Total Amount Due. Delivery terms are calculated considering only working days and therefore excluding Saturdays, Sundays and public holidays.

7.5. At the time of shipment, *i.e.* delivery of the Products to the courier/freight forwarder, an e-mail will be sent to the Customer (either by Vitesy or directly by the courier) confirming the shipment and containing the references of the courier/freight forwarder in charge. If the courier/freight forwarder in charge allows to follow the progress of the shipment through a Tracking service (with a link dedicated to the specific shipment), such information will be included in the same e-mail confirming

the shipment, mentioned above. If the selected courier offers such an option, the Customer will have the possibility to personalize the delivery date, time and address, without any additional costs. In this case, the Customer may proceed with the selection directly from the page dedicated to tracking the shipment or by following the instructions in the communication received from the courier itself.

- 7.6. If the Customer entrusts the shipment to Vitesy, deliveries will be made by the couriers/freight forwarders selected by the Company, without prejudice to the provisions of paragraph 6.3 above; they shall, in any case, take place from Monday to Friday during normal office hours, excluding national holidays. The Company reserves itself the right to use other carriers and/or to use different delivery methods than those agreed upon with the Customer, provided that the delivery date agreed upon with the Customer is respected. In this case, the variation will be indicated in another specific communication.
- 7.7. Without prejudice to the provisions of paragraph 7.1 above, in relation to the risk of loss or damage to the Products, the Customer is advised to check the integrity of the packaging and the number of Products received and is invited, where possible, to indicate any anomalies on the carrier's transport document.
- 7.8. The Customer acknowledges that the withdrawal of the delivered Product is a precise obligation of the Customer deriving from the Contract. In case of non-delivery due to the absence of the recipient at the address specified in the order, the courier will leave a notice of passage in the mailbox containing the number to contact. The courier will then make a second delivery attempt. After two failed delivery attempts, the package will be "in stock". In the event that, at the end of the storage, the Product should be returned to the Company, any return costs and any other expenses incurred by the Company because of the non-delivery, due to the absence of the recipient or to its explicit refusal to accept the delivery of the Ordered Products, will be borne by the Customer. The charging of such costs to the Customer will be done also in the event that the Customer requests to receive the undelivered Product again: in such case, the Company will proceed with the new delivery after charging, in addition to the Shipping Charges for the new shipment, the costs of returning the Product to the Company and the costs of storage.
- 7.9. In the event that the purchased Product is not delivered within the delivery terms estimated in the Quote or in the eventual following Order Confirmation (case valid for Quotes with shipping terms EXW), or in the event that Vitesy is informed by the courier that the Product will not be delivered within the delivery terms agreed with Vitesy Sales Representative or in these General Conditions, the Company undertakes to promptly inform the Customer, by e-mail, of the delay in delivery (the "**Delay Notice E-mail**"), indicating at the same time the new estimated date on which the goods could be ready for pick up and /or delivery term (according to agreed shipment terms).

## **8. Applicable guarantees for the Professional Customer**

- 8.1. The Professional Customer has the right to avail of the guarantee provided for in art.1492 ss. of the Italian Civil Code, which must be considered fully referred to here (the "**Guarantee**").
- 8.2. In particular, art. 1495 of the Italian Civil Code provides that the Professional Customer must report to the Company any lack of conformity found in the purchased Product within 8 (eight) days of its discovery, under penalty of forfeiture. Limited to obvious defects and faults, the term of 8 (eight) days shall start from delivery pursuant to art.1511 of the Italian Civil Code.
- 8.3. The warranty action is prescribed within a maximum period of 2 (two) years from the delivery of the Product, after which time the Company cannot be held liable for conformity defects found by the Professional (the "**Warranty Period**").
- 8.4. The possession of the invoice issued by the Company is an essential prerequisite for the Professional Customer to benefit from the Warranty.
- 8.5. The Legal Warranty shall not be applied in any way in case of:
  - i) expenses incurred or to be incurred for the ordinary maintenance of the Product;

- ii) expenses incurred or to be incurred due to malfunctioning of the Products caused by lightning, atmospheric phenomena, overvoltage and overcurrent, insufficient or irregular power supply, or incorrect use or in contradiction with the technical and/or safety measures required in the country where the appliance is used;
  - iii) fortuitous event and cause of force majeure (such as, by way of example and not limited to: fires, wars, riots, strikes, epidemics, etc.);
  - iv) damages deriving from circumstances that could not reasonably have been foreseen at the time of the conclusion of the Contract;
  - v) damage or malfunction in any case not attributable to a manufacturing defect.
- 8.6. The Professional Customer shall enforce the Warranty:
- i) if faults are already present at the time of delivery, by filling in the delivery notice with a description of the obvious defects and the actual circumstances in which the faults were detected, as well as by immediately notifying the same information in writing directly to the Company in order to enable the Company to take appropriate action;
  - ii) if the faults occur after the delivery, but within the Warranty Period, by notifying the Company the model and serial number of the Product, the invoice number and full description of the apparent faults and the actual circumstances in which they were detected.
- 8.7. The Product in respect to which the Professional Customer makes a claim must be sent to the Company to the address indicated in article 9 below, unless otherwise indicated in writing by Vitesy Sales Representative. The Company will carry out the verification of the fault complained of and, if present, whether it is the responsibility of the Company itself or is due to the cases listed in paragraph 8.9 below. The costs of shipping the Product found to be defective shall be borne by the Customer, unless the Company decides at its discretion to subsequently reimburse such costs to the Customer, at the outcome of the Product verification procedure by the Company.
- 8.8. The Company undertakes, if it constates the the claimed defect is effectively present, to repair or, at its sole discretion, to replace the Product under Warranty, when this defect makes the Product unsuitable for the intended purpose.. In the event that the Product has been specially designed and / or personalized for the Customer and it is therefore not possible to replace the Product under Warranty, Vitesy undertakes to compensate the Customer for the purchase price of the Product itself. On the other hand, in the event that the Product is discontinued (*i.e.* no longer part of the Product Collection) and an identical replacement product is not available when the Customer asserts the warranty, Vitesy undertakes to replace the Product with a model with technical characteristics on par with or superior to the defective Product or to compensate the Customer for the purchase price of the Product itself, according to the Customer's preference.
- 8.9. It's agreed that:
- 8.9.1. After the repair of the Product, a new Warranty period will not begin to run;
  - 8.9.2. After the replacement of one or more Components, a new Warranty period will begin to run from the delivery of the New Components sent as Replacement, limited to the New Components only, while for the other Components that haven't been replaced, the original Warranty period will continue to apply.
  - 8.9.3. After the replacement of the Product, a new Warranty period will begin from the delivery of the New Product sent as Replacement.
- 8.10. The Customer acknowledges that the Product is partially composed of electrical devices. Therefore, the Company cannot be held liable if the defect is in any way related to one of the following cases:
- 8.10.1. Normal wear and tear;
  - 8.10.2. Improper installation;
  - 8.10.3. Negligence or lack of necessary repair or assistance;
  - 8.10.4. Prolonged downtime;

- 8.10.5. Improper use of the Product. It is implicit that the improper use of the Product includes any action/tampering or behaviour undertaken by the Customer and/or any third party in contrast with the Product's user manual, with the Product's technical documents, with the recommendations and communications of the Company, with the description of the Product contained in the Site, with common sense (such as, for example, but not limited to: immerse and or directly/indirectly expose the vessel in/to any fluid, even when the Product is switched off - with the sole exception of soil watering and water tank filling operations for the NATEDE product line, which must in any case be carried out using an adequate volume of water, to avoid overflows that could damage the electronic components of the Product -, let the Product be switched on during storms or other electromagnetic phenomena, etc.).
- 8.10.6. Modifications, repairs or attempts to reverse engineer the Product undertaken by the Customer or third parties without the written consent of the Company;
- 8.10.7. Impact, intentional/unintentional collision with any other object;
- 8.10.8. Intentional or unintentional exposure to acts of vandalism, war or acts of terrorism;
- 8.10.9. Intentional or unintentional exposure to extreme environmental conditions (heat, cold, humidity, dryness) or natural disasters (hurricanes, tornadoes, excessive winds, etc.).
- 8.11. The Customer acknowledges that the Company, except in cases of wilful misconduct or gross negligence, cannot be held liable for death, injury and/or damage of any nature whatsoever caused, in the circumstances mentioned above, to the Customer, his family members or any other third party coming into contact with the Product. Therefore, the Customer waives any right to any compensation of any kind relating to the above mentioned damages.
- 8.12. The Professional Customer acknowledges and takes note that the Company does not provide any guarantee regarding the full and permanent compatibility between the Products and the operating systems of smartphones or the most advanced connectivity standards, such that the Company cannot be held liable in any way towards the Professional Customer for the failure and/or incorrect operation of the Product for the aforementioned reasons, except in cases of fraud and gross negligence.
- 8.13. Taking into account the characteristics of the Product, as described in the Product Sheet, the Professional Customer acknowledges and takes note that the Company does not provide any guarantee regarding the correct functioning of any other device and/or home automation system that the Professional Customer intends to regulate and/or connect to the Product or to the precision of its measurements, therefore the Company cannot be held responsible for the aforementioned malfunctioning, except in cases of fraud and gross negligence.
- 8.14. The Professional Customer acknowledges that any expenses that, in the cases referred to in the previous paragraphs 8.11 and 8.12, may be necessary, by way of example but not limited to, for modifications, maintenance or new installations, cannot be charged to the Company in any way.

## **9. Communications, assistance and complaints**

- 9.1. Unless otherwise provided, all communications between the Customer and the Company - including those relating to requests for assistance and complaints - shall occur between the Customer and the Company exclusively with one of the following methods:
- i) (PREFERRED METHOD) Sending an e-mail to the reference Vitesy Sales Account Manager of the Customer (any verbal agreement that is not confirmed in writing will not be considered binding);
  - ii) Filling in and sending the contact request form, available in the "[Contact Us](#)" and "[Business](#)" sections of the Website;
  - iii) Sending an e-mail to the following e-mail address: [laboratorifabrici@legalmail.it](mailto:laboratorifabrici@legalmail.it) (N.B. email address dedicated to official notifications, not recommended for day-to-day communications);

- iv) Sending a registered letter to: Laboratori Fabrici S.r.l, Piazzetta Ado Furlan n.4, 33170 Pordenone (PN), Italy.

## **10. Force majeure events**

- 10.1. The Company shall not be liable for failure to perform or delay in performing its obligations hereunder, if such failure is due, even in part, to circumstances beyond the reasonable and foreseeable control of the Company itself (hereinafter "**Force Majeure Events**").
- 10.2. Force Majeure Events include, but are not limited to, the following circumstances:
  - i) Acts of God (fires, explosions, storms, floods, earthquakes or other natural disasters);
  - ii) pandemics or epidemics;
  - iii) Acts or requests of government or governmental agencies;
  - iv) Civil commotions and insurrections, invasions, terrorist attacks or threats of terrorist attacks, armed conflicts (whether declared or not) or threats or preparation of conflicts;
  - v) Unannounced strikes, lockouts and other industrial disputes;
  - vi) Sudden damage to plant or facilities and hacker attacks compromising the normal functioning of our IT systems;
  - vii) Restrictions, general absence of or impossibility to use normal public or private means of communication or transportation.

## **11. Personal data treatment**

- 11.1. The Customer's data are processed by the Company in accordance with the provisions of the legislation on the protection of personal data, as specified in the information provided in the "*Privacy Policy*" section of the Website.

## **12. Applicable law, place of jurisdiction and out-of-court settlement of disputes**

- 12.1. These General Conditions and, therefore, the Contracts entered with Customers are governed by and must be interpreted in accordance with Italian law.
- 12.2. Any dispute that may arise between the Company and the Professional Customer regarding the purchase of the Products will be devolved to the exclusive jurisdiction of the Tribunal of Pordenone with the express exclusion of any other Court identified by law as optional or alternative competent.
- 12.3. For customers habitually resident or domiciled in a Member State of the European Union, other than Italy, or of the European economic area: For any cross-border dispute concerning the application, enforcement and interpretation of these General Conditions, the Customer may introduce the European Small Claims Procedure established by Council Regulation (EC) No. 861/2007 of 11 July 2007 before the competent court or tribunal, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, Euro 5,000.00 on the date on which the competent court or tribunal receives the application form. The text of the Regulation can be found on the *website* <https://eur-lex.europa.eu/eli/reg/2007/861/oj>.

**VITESY - GENERAL TERMS AND CONDITIONS OF SALE**  
**for EU-Based Business Customers (Account Based Sales)**

*Side letter for EU-BASED RETAILERS in relation to the handling of End Customer complaints*

**1. Object**

This *side letter* constitutes an integral part of the contractual conditions applicable in the event of legitimate activation of the guarantee by the End Customer for defects on Vitesy-branded air purification products (the "**Product**" or the "**Products**"), marketed by the Retailer (as defined *below*).

These terms and conditions have no novative and/or substitutive effect with respect to the terms and conditions set forth in the General Terms and Conditions of Sale applicable to the sale and purchase between the Company and the Retailer, which shall remain fully effective and binding, so much so that this *side letter* shall not apply in cases where the Guarantee is excluded.

**2. Definitions**

Authorized Distributor: a natural person or legal entity that, in the exercise of its business, commercial, handicraft or professional activity, purchases Vitesy-branded Products from the Company and distributes them in the assigned Territory, supplying them both to Retailers and End Customers and providing after-sale services to all the customers of the Territory.

Catalogue Product: Product currently in production, for which Vitesy undertakes to guarantee a stock of sufficient availability to process any replacements under warranty.

Company: shall mean Laboratori Fabrics S.r.l., owner of brand VITESY, with registered office in Piazzetta Ado Furlan n. 4, Pordenone (PN), Fiscal Code and VAT no. 01786900934, R.E.A. PN-104531.

Customer Service (CS): services made available to the End Customer to obtain after-sales assistance by interfacing directly with the Company.

Discontinued Product: Product replaced by a newer version or no longer available from Vitesy. The availability of discontinued Products cannot therefore be guaranteed with regards to any warranty replacement.

End Customer: natural or legal person who is the final recipient of the sale by the Retailer.

Retailer: a natural person or legal entity that, in the exercise of its business, commercial, handicraft or professional activity, purchases Vitesy-branded Products from the Company or from its Authorized Distributors and resells them to the End Customer. This Side Letter applies only to Retailers exercising their activity in Member States of the European Union.

Party or Parties: individually or jointly the Company and the Retailer to which these contractual conditions apply.

Warranty Period: **24 months** from delivery of the Product to the End Customer. In the case of a non-consumer End Customer (**Professional End Customer**), for the Warranty to be valid, in accordance with Italian Law, the defect should be reported within 8 days after discovery.

### 3. Communication of End Customer's Complaints - Territories NOT served by an Authorized Distributor of the Company

In the event that, during the Warranty Period, an End Customer residing in a Territory NOT served by an Authorized Distributor of the Company should raise a complaint to the Retailer regarding defects or the functioning of the Product ("**Complaint**"), the Retailer shall promptly, and in any case no later than 5 (five) working days, forward such complaint to the Company, using the Company's contact details provided by the Customer Service Department, *i.e.* the e-mail address [support@vitesy.com](mailto:support@vitesy.com) or the number +39320054762, having previously acquired from the End Customer any photos and/or videos explaining the reported problem, as well as (excluding Natede Basic Products) the e-mail address with which the End Customer registered on the Vitesy Hub App.

If the Complaint is sent by the End Customer to the Company, the Company shall inform the Retailer accordingly.

### 4. End Customer's Complaints Resolution - Territories NOT served by an Authorized Distributor of the Company

If the analysis of the evidence provided by the End Customer residing in a Territory NOT served by an Authorized Distributor of the Company leads to the conclusion that the Complaint is well-founded, the resolution of the same during the Warranty Period will be handled by the Company, according to the following possible alternatives:

- 4.1. **Remote Resolution:** in the event that the Complaint concerns connectivity-Apps and/or IAQ sensors ("**Connected Devices**"), the Company will first attempt to resolve the problem remotely, using the End Customer's email, referred to in point 3 above, in order to verify the functioning of the devices through the Company's servers. Should the Remote Resolution be successful, no right to refund shall be granted to the End Customer or to the Retailer;
- 4.2. **Repair:** in the event that the Complaint does not concern Connected Devices or the Remote Resolution is unsuccessful, the Company will attempt to repair the device, bearing all necessary costs. In the event of a successful repair, no right to refund shall be granted to the End Customer or to the Retailer by the Company. In order to repair the Product, the same will have to be collected through one of the following options (to be agreed upon directly with the End Customer):
  - 4.2.1. **Direct Contact with End Customer (ONLY FOR EU-BASED END CUSTOMERS):** the Company shall directly contact the End Customer to agree on the collection of the Product and shall independently provide for the return of the Product to the End Customer after repair;
  - 4.2.2. **Collection by Retailer:** the End Customer may prefer to give back or send the Product to the Retailer (for example, because the Retailer's physical store is conveniently located). In such case, the Company shall collect the Product from the Retailer's premises (as instructed by the Retailer itself) and return the repaired Product to the Retailer, which will then contact the End Customer to arrange the collection/shipping of the repaired Product, within 5 working days from the receipt of the repaired Product itself. *(N.B. This "Collection by Retailer" option is mandatory in the case that the End Customer is based outside of the EU: in this case, return shipping cost from the End Customer to the Retailer's premises won't be borne by the Company).*
- 4.3. **Replacement of Catalogue Product:** in the event that the Repair proves impossible or impracticable, the Company will propose to the End Customer to replace, in whole or in part, the Product. Collection of the disputed Product and shipment of the replaced Product, or part thereof, shall be managed as described in points 4.2.1-4.2.2-4.2.3 above. In the event that the End Customer

accepts the replacement, no right to refund shall be granted by the Company to the End Customer or to the Retailer;

**4.4. Replacement of Discontinued Product:** in the event that the defective Product is a Discontinued Product as defined above, the procedure shall remain the same as in point 4.3 above, with the difference that Vitesy shall be entitled to propose a replacement Product that is as similar but not identical as possible, with specifications at least equal to those of the defective Product (e.g. the most updated version/generation of the same Product);

**4.5. Return of the Product and Refund:** only in the event that the solutions referred to in above-mentioned points 4.1-4.2-4.3-4.4 are unsuccessful or have not been accepted by the End Customer, the Company, after verifying the condition of the disputed Product, shall agree to receive the return of the Product and shall refund the Retailer the purchase price of the Product. Consequently, the Retailer irrevocably commits to refund the End Customer the price paid for the defective Product, in the shortest possible time and in any case within 10 working days from the date of receipt of the defective Product. The management of the refund from the Company to the Retailer (e.g. emission of a credit note or discount on a new order) will be agreed upon by the Parties on a case-by-case basis.

It is understood between the Parties that the Company, considering the nature of the Complaint, the state of the Product and the will of the End Customer, shall be free to identify the method, among those listed in points 4.1-4.2-4.3-4.4-4.5 above, that it deems most appropriate for the resolution of the Complaint.

The Parties agree that only in the event that the resolution of the Complaint is by means of Product Return and Refund (point 4.5 above), the Company shall issue a corresponding credit note in favour of the Retailer. In all other cases of termination where the Company will not grant any right of refund to the End Customer (points 4.1-4.2-4.3-4.4), the Retailer shall not be able to claim against the Company any credit rights arising from the Complaint.

## **5. Communication of End Customer's Complaints - Territories served by an Authorized Distributor of the Company**

In the event that, during the Warranty Period, an End Customer residing in a Territory served by an Authorized Distributor of the Company should raise a complaint to the Retailer regarding defects or the functioning of the Product ("**Complaint**"), the Retailer shall promptly, and in any case no later than 5 (five) working days, forward such complaint to the Authorized Distributor of the Company. If the Retailer doesn't know who is the Authorized Distributor in its Territory, the Retailer shall contact the Company's contact details provided by the Sales Department, *i.e.* the e-mail address [sales@vitesy.com](mailto:sales@vitesy.com) or the number +39320054762, having previously acquired from the End Customer any photos and/or videos explaining the reported problem, as well as (excluding Natede Basic Products) the e-mail address with which the End Customer registered on the Vitesy Hub App.

If the Complaint is sent by the End Customer to the Company, the Company shall inform the Retailer and competent Authorized Distributor accordingly.

## **6. End Customer's Complaints Resolution - Territories served by an Authorized Distributor of the Company**

If the analysis of the evidence provided by the Customer residing in a Territory served by an Authorized Distributor of the Company leads to the conclusion that the Complaint is well-founded, the resolution of the

same during the Warranty Period will be handled by the Company in cooperation with the Retailer and the Authorized Distributor, according to the following possible alternatives:

- 6.1. Remote Resolution:** in the event that the Complaint concerns connectivity-Apps and/or IAQ sensors ("**Connected Devices**"), the Company will first attempt to resolve the problem remotely, using the End Customer's email, referred to in point 3 above, in order to verify the functioning of the devices through the Company's servers. Should the Remote Resolution be successful, no right to refund shall be granted to the End Customer or to the Retailer;
- 6.2. Authorized Distributor's Customer Care:** in the event that the Complaint does not concern Connected Devices, or the Remote Resolution is unsuccessful, the Retailer shall contact the Authorized Distributor's Customer Care department, who will be responsible for handling the Retailer's Complaint.

Save for different Agreements between the specific Authorized Distributor and the Company, the means of resolution of the Complaint will be the same as those specified in the points 4.1-4.2-4.3-4.4-4.5 above.

## 7. Complaint Handling on Natede Products

Complete replacement of the Product is always excluded in the case of a Complaint concerning Natede Products in which the plant has already been installed. In such cases, in fact, replacement shall be limited to the defective components: all components that are intact but aesthetically damaged due to the installation of the plant shall be returned to the End Customer as delivered.

In order to prevent unsatisfactory handling of Complaints for End Customers who have purchased Natede Products, the Company recommends the Retailer to provide the following "**Preventive Notices**" to the End Customer:

- (i) in the case of *Natede Smart* Products, the Retailer shall instruct the End Customer to carry out, before proceeding with the installation of the plant, a preliminary test of connection of the Product to the Wi-Fi network and registration to the App, in order to detect the presence of any hardware and software malfunctions;
- (ii) in the case of *Natede Basic* Products, the Retailer shall instruct the End Customer to carry out a preliminary check of the functioning of the electrical components before installing the plant.

## 8. Applicable law, competent court and out-of-court settlement of disputes

This agreement, which is available in English and Italian, is governed by and shall be interpreted in accordance with Italian law.

Any dispute that may arise between the Company and the Retailer regarding the handling of the Products during the Warranty Period shall be devolved to the exclusive jurisdiction of the Court of Pordenone (Italy), with the express exclusion of any other Court identified by law as having optional or alternative jurisdiction.

For any cross-border disputes relating to the application, execution and interpretation of this agreement, the Retailer, who is habitually resident or domiciled in a member state of the European Union other than Italy, may institute the European Small Claims Procedure established by Council Regulation (EC) No. 861/2007 of 11 July 2007, before the competent court, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, EUR 5,000.00, on the date which the competent court receives the claim form. The text of the Rules can be found at <https://eur-lex.europa.eu/eli/reg/2007/861/oj>