

SALES CONDITIONS

These Sales Conditions (“Conditions”) are a binding agreement between the Customer and Spazio81 Srl, with registered office in via Bonaventura Zumbini 33, 20143 Milan (MI) and will also be valid for all brands owned by it (WallPepper®, WallPepper® / Group, NCDesign Group®, Spazio81®, etc.), hereinafter defined for brevity as "Spazio81 Srl" to which they are attributable.

The following Conditions govern the supply by Spazio81 S.r.l. of any kind of goods including physical goods, digital content, software, services and / or consultancy, etc. hereinafter referred to as "Products".

The term "Affiliates" means any entity controlling, controlled or under shared control of any party to this Agreement.

This agreement constitutes the integral Sales Conditions and replaces and supersedes any previous agreement, contract, written or verbal communication, relating to the supply of goods or services.

1 ORDER AND CONCLUSION OF THE CONTRACT

1.1 The Customer requests the Products by sending the Order Proposal fully drafted, dated and signed by registered letter with return receipt, fax, e-mail, or by hand to the addresses referred to in the following art. 9.

1.2 The Order Proposal is valid as the Customer's purchase order and is irrevocable for the latter.

1.3 The Contract will be considered formalized with the acceptance of the Order Proposal by Spazio81 S.r.l. The Order Proposal is also to be considered accepted on a facta conclusive basis, when the realization of the Products covered by the Order Proposal begins.

1.4 Spazio81 S.r.l. has the right not to accept the Order Proposal.

1.5 Any additions or changes subsequently made to the Order Proposal will not be binding for Spazio81 S.r.l., which may accept or reject them without prejudice to the original Proposal.

2 OBJECT OF THE SALE

2.1 Notwithstanding that the supply includes only the Products indicated in the Order Proposal, any characteristics and / or data resulting from catalogs, technical data sheets, websites and any other documentation relating to the Products are to be understood as indicative and not binding for Spazio81 S.r.l.

3 WARRANTY FOR FAULTS AND DEFECTS

3.1 Any disputes about the quantity or external characteristics of the Products will only be accepted upon delivery of the Products themselves. In case of defects that cannot be identified through a diligent check at the time of delivery, the Customer must report to Spazio81 S.r.l. by registered letter with return receipt, to be sent, under penalty of forfeiture, within 8 (eight) days from the date of discovery of the defect and, in any case, no later than 30 (thirty) days from the date of delivery.

3.2 The disputed Products must be left available for any checks by Spazio81 S.r.l. for a period of 15 (fifteen) days: the return of the Products without the prior authorization of Spazio81 S.r.l. will not be accepted.

3.3 In the event of defects, lack of quality or lack of conformity of the Products ascertained following the outcome of the checks referred to in art. 3.2, Spazio81 S.r.l. will only be required to supply the Products to replace the defective ones.

4 PRICES AND PAYMENTS

4.1 The prices indicated in the Order Proposal are intended ex works of Spazio81 S.r.l., net of VAT and any other tax or duty.

4.2 The Customer, to be understood as the subscriber of the Order Proposal, acknowledges that the data of the person to whom the invoice is made out for, if different from those of the Customer, must necessarily be indicated in the Order Proposal.

4.3 In the hypothesis referred to in art. 4.2 the Order Proposal must also be signed by the person in charge of the invoice.

4.4 Even in the hypothesis referred to in art. 4.2, the Customer remains, in any case, obliged, jointly with the subject at whose destination the invoicing is required, for the payment of the price of the Products covered by the Order Proposal.

4.5 The price of the Products must be paid by the Customer at the Spazio81 S.r.l. site according to the methods indicated in the Order Proposal and, unless otherwise agreed in writing, at the same time as delivery: any bank charges or commissions due in relation to the payment are charged to the Customer.

4.6 Payments made to agents / representatives of Spazio81 S.r.l. are not liberators for the Customer without the prior written authorization of Spazio81 S.r.l.

5 METHOD OF DELIVERY

5.1 Unless otherwise agreed in writing, all Products are intended to be sold ex-site of Spazio81 S.r.l.

5.2 In case of transport carried out by the Customer, he is responsible for the conformity and suitability of the packaging used.

5.3 In case of delivery to a place other than the Spazio81 S.r.l. headquarters, the shipping costs will be charged to the customer. The Customer acknowledges that the shipment can only be made with dedicated packaging and any charge for this will be displayed to the customer before shipment.

5.4 Even if organized by Spazio81 S.r.l. any liability for any disservice or damage to the Products occurring during transport won't be under Spazio81 S.r.l. responsibility, the customer will be responsible for any additional insurance coverage in addition to the normal conditions provided by the carriers.

5.5 If the Customer fails to collect the Products in the established place and on the established date, Spazio81 S.r.l. is authorized to issue an invoice to cover the Products stored and / or transported, has the right to obtain the relative price, as well as the higher costs incurred following the delayed and / or non-collection or for final disposal.

6 LIABILITY

6.1 Except in the case of willful misconduct or gross negligence, any liability of Spazio81 S.r.l. is excluded. for damages of any kind, direct or indirect to the Products and / or the originals, possibly delivered by the Customer to Spazio81 S.r.l.

6.2 In the event of loss and / or damage to the originals delivered by the Customer, Spazio81 S.r.l. will be solely responsible for the mere cost of the IT support as available on the market.

6.3 The Customer declares to have stipulated an insurance contract to guarantee damage that could derive from the loss or damage of the originals.

6.4 Spazio81 S.r.l. assumes no responsibility for the correct and suitable use of the Products, which remains the responsibility of the Customer, who undertakes to guarantee, indemnify and keep indemnified Spazio81 S.r.l. for all claims for compensation and / or indemnity, claims, actions, losses, expenses (including legal ones), damages, penalties and any consequent liability and / or in any case connected to the use of the Products and the reproduction of originals.

6.5 The liability of Spazio81 S.r.l. is excluded in the event that the delayed and / or non-delivery of the Products is attributable to third party causes, even if it qualifies as an auxiliary, cause of force majeure, accidents or production breakdowns in Spazio81 S.r.l.

7 DATA ARCHIVING AND COPYRIGHT

7.1 All originals delivered to Spazio81 S.r.l. are exclusive property of the Customer, who declares and guarantees to be the sole author and / or sole owner of any and all intellectual property rights, having full and free availability.

7.2 The Customer acknowledges that the originals, files and documents used for the realization of the Products will not be kept by Spazio81 S.r.l. and no responsibility for any loss or damage will be attributable to Spazio81 S.r.l.

7.2 The Customer guarantees that the contents of the originals delivered to Spazio81 S.r.l. are not contrary to the law and do not violate, by way of example but not limited to, intellectual property rights, moral rights, personality rights, economic and / or commercial exploitation rights, personal data protection rights, publication rights and, in general, that comply with all the provisions of the Italian law on copyright (L. 633/41).

8 SOLVE ET REPETE

8.1 Any disputes regarding the Products or, in general, the execution of the Contract do not entitle the Customer to delay, suspend or refuse payment of the price in accordance with the provisions of art. 4.

8.2 For no reason the Customer can take legal action against Spazio81 S.r.l. concerning the Contract if he has not previously fully fulfilled the payment of the price.

9 LEGAL INTERESTS FOR DEFAULT AND CREDIT RECOVERY

9.1 The Contract concluded for acceptance, express or for execution, of the Order Proposal must be understood as a commercial transaction pursuant to Italian Legislative Decree 231/02 as subsequently integrated and amended.

9.2 In the event of non-payment or delayed payment with respect to the agreed term, the Customer is required to pay Spazio81 S.r.l. the legal interest on arrears on the amount due.

9.3 In the event of an action for the recovery of the credit, without prejudice to compensation for greater damages in favor of Spazio81 S.r.l., the Customer is required to pay Spazio81 S.r.l. the lump sum amount of € 40.00 (forty / 00) in addition to reimbursing Spazio81 S.r.l. all costs incurred for any reason for the recovery of sums not promptly paid.

10 JURISDICTION AND APPLICABLE LAW

10.1 For any and all disputes relating to the validity, effectiveness, interpretation, execution of the Order Proposal and / or the Contract between Spazio81 S.r.l. and the Customer will have exclusive jurisdiction over the Milan Court, with the exclusion of any other Court.

10.2 Even in the event that it is stipulated by foreign parties and for Products supplied abroad, the Contract will be governed by Italian law.

11 COMMUNICATIONS

11.1 Any communication relating to the Contract will be made in writing to the addresses of Spazio81 S.r.l. and the Customer indicated in the Order Proposal.

11.2 Where specific methods of communication are expressly provided for in these General Conditions, these methods are mandatory and mandatory.

12 MISCELLANEOUS

12.1 Except as provided in these General Conditions, any addition or modification and / or integration of the Contract must be made in writing and accepted by both parties.

12.2 The Customer undertakes to do everything necessary to allow Spazio81 S.r.l. the correct execution of the obligations deriving from the Contract.

12.3 Any taxes or stamp duties, as well as any other tax burden, are entirely borne by the Customer.

13 SUBSEQUENT SUPPLIES

13.1 These General Conditions govern any Order Proposal and Contract of each Customer with Spazio81 S.r.l., as well as subsequent supplies between them.