

GENERAL SALES CONDITIONS

1. **Definitions**
 - 1.1 In these General Sales Conditions the terms hereunder have the meaning as specified for each one of them:
 - a) "Seller": the company PERFORMANCE IN LIGHTING S.p.A.;
 - b) "Purchaser": the subject, natural person or legal entity requesting the purchase of the Seller products;
 - c) "Party" or "Parties": the Seller and/or the Purchaser, individually or jointly considered;
 - d) "Order" or "Orders": the purchase order or orders sent by the Purchaser to the Seller;
 - e) "Order confirmation": the confirmation of the Order sent by the Seller to the Purchaser;
 - f) "Products": all the products offered by the Seller and described in catalogues, drawings, technical sheets or its brochures;
 - g) "General Conditions": the general sales conditions hereunder.
 2. **Scope of application**
 - 2.1 The General Conditions apply to all sales made between the Seller and the Purchaser whose subject matter is the Products and form an integral part of all Contracts entered into between the Parties, regulating their relationship, even where not expressly referred to. These General Conditions replace the Seller' previous general sales conditions.
 - 2.2 The Purchaser cannot demand or take exception to conditions other than those contained in the General Conditions. Therefore, any conditions set out in writing by the Purchaser on the Order shall not be valid, or those in any other phase of the contractual negotiations as well as after the acceptance or knowledge of the General Conditions, as well as any general purchasing conditions of the Purchaser. To this end, the performance, even partial, of the Order by the Seller or fulfillment of any other obligation in terms of the Purchaser are not valid and cannot be interpreted as tacit or implicit acceptance of any general condition which has not been explicitly signed by the Seller.
 - 2.3 The General Conditions are only valid for contractual relationships between the Seller and professional operators, thus the Italian Legislative Decree no. 206 of 6th September 2005 (Consumer Law) is not applicable. The General Conditions are valid for the entire period necessary for complete and correct fulfillment of the Contract.
 - 2.4 Any special conditions agreed between the Parties shall only be valid where indicated in the Order confirmation, and shall prevail over the General Conditions, constituting a derogation from these.
 3. **Procedure for finalising the sales contract**
 - 3.1 The Order sent by the Purchaser to the Seller constitutes an irrevocable contractual proposal which is binding for 30 (thirty) days from the time the Seller learns of it.
 - 3.2 Within these 30 (thirty) days period the Seller, at its sole discretion, reserves the right to accept the Order or not, and send to the Purchaser the Order confirmation.
 - 3.3 The Contract shall be considered finalised following the transmission of the Order confirmation or, alternatively, with the performance of the Order by the Seller; in this case, the Purchaser cannot cancel the Order without previous written approval from the Seller and/or he cannot refuse the Products. Up to the time of finalising of the Contract under the above conditions, offers and/or estimates made by the Seller or its agents, representatives and assistants, shall not be binding for the Seller.
 - 3.4 In the event that the Order confirmation differs from the Order, for example but not limited to, the quantity of Products, prices, discounts and delivery terms, such Order confirmation shall be considered as a counterproposal from the Seller, and must be expressly accepted by the Purchaser, for the Contract to be considered finalised.
 - 3.5 In any case, it is hereby understood that any oral agreement with the Purchaser related to the sale shall not be binding for the Seller unless confirmed in writing by the Seller.
 - 3.6 In the event that the Order is cancelled by the Purchaser before it is accepted and/or performed by the Seller, the Seller may ask the Purchaser to reimburse any expenses or charges incurred to perform the Order and/or part of it as well as compensation for any sustained damages.
 4. **Prices**
 - 4.1 The prices indicated in the Seller catalogues and price lists are considered VAT excluded for goods delivered EXW Incoterms® 2020 (ex works) of the Seller, transportation, insurance, packing and assistance expenses excluded.
 - 4.2 Such prices are merely given as a guideline and are not binding on the Seller in any way, who reserves the right to make changes to the same proportionate to increases in labour, raw material and other cost items and for other causes which occur during the catalogue/price list validity period.
 5. **Deliveries**
 - 5.1 Unless otherwise agreed between the Parties, the Products are delivered to the Purchaser or third party assigned by the Purchaser as per EXW Incoterms® 2020 (ex works) at the Seller warehouse. Order confirmations are purely indicative and not binding, and do not include transport times.
 - 5.2 The Seller is not liable for any indemnity or claim for compensation against the Seller for direct or indirect damages due to delays and/or partial dispatch of the deliveries, if not attributable to fraud or gross negligence by the Seller.
 - 5.3 If performance of the Order is obstructed by the occurrence of force majeure events, lack of regular raw material supplies or sub-supplies or other unpredictable circumstances occurring when the Contract is finalised, the delivery dates shall be considered extended, without the Seller being held liable for the delay and new dates shall be established by the Parties. The Purchaser shall not have the right to refuse the delivery of the Products.
 - 5.4 If, once the Products are ready for shipping to the Purchaser, and delivery is not made due to circumstances not attributable to the Seller or due to force majeure, the delivery shall be considered performed for all extents and purposes with a simple notice of goods ready for picking-up to be notified to the Purchaser by registered letter, fax or e-mail. From the day after sending the above notice, the Seller shall be due in addition to the agreed upon price, a fee for storage at the Seller' warehouse totalling 2% of the amount on the invoice for each entire week of delay; in the event of a delay less than a week the percentage shall be calculated in proportion to the days of delay. All risks related to the goods storage period at the Seller' warehouse are the sole responsibility of the Purchaser. If the Purchaser's refusal to receive the goods lasts for more than 30 (thirty) days from the notice of goods ready for picking-up, the Seller shall be entitled to terminate the Contract and claim for compensation of damages.
 6. **Risks**
 - 6.1 The risks of the delivery of the Products are regulated by Incoterms® 2020 terms which are agreed by the Parties.
 - 6.2 The Purchaser, at the time of receiving the Products, must always, in their own interest, check the quantity and conditions before the acceptance and notify the carrier of any damage immediately and in writing. Otherwise, every dispute related to the quantity and conditions of the packed and delivered Products shall be refused.
 7. **Quantity and packing**
 - 7.1 The Orders must comply with the minimum packing quantities. In the event of Orders for lower quantities the Seller reserves the right to charge the Purchaser, subject to notification, the lump sum of 5.00 Euro for each line of bulk Product Order.
 - 7.2 Standard packing are considered included in the sales price, while the costs for any non-standard packing, unless otherwise established between the Parties, shall be charged by the Seller to the Purchaser.
 8. **Compliance with product standards**
 - 8.1 The Seller guarantees that all Products, which fall under the scope of application of European Directives and Regulations, comply with the essential requirements set out in them, in order to be put on the market and ordered in European Union. Compliance with the Directives and Regulations is indicated by affixing of the graphic symbol "CE".
 - 8.2 The exportation in some UE or extra UE Countries can be forbidden or require specific documents, mark o certification. The Purchase shall contact the Seller for the relevant information.
 9. **Modifications to Products**
 - 9.1 The indications, measurements, drawings and images of the Products and related components present in the Seller catalogues, brochures and websites, and in general all the Seller technical and informational documentation are given as a guideline and example and are not binding in any way.
 - 9.2 The Seller, at any time and with no obligation for prior notice, reserves the right to make all of the modifications that it, at its sole discretion, feels opportune for improving the Product features and performance as well as to meet its own technological and production needs.
 - 9.3 The quality and certification marks mentioned on the Seller paper material shall be considered in force at the date of the printing of the documents. The updated list of marks is available through the Technical Assistance Service. The updated certification list is available on the website www.performanceinlighting.com or upon request to the Technical Assistance Service.
 10. **Quality, warranties and complaints**
 - 10.1 All of the Products have the qualities necessary for the normal intended use of products of the same type, as shown in the technical documentation in effect at the time of sale, which the Purchaser declares to know and accept. In addition, the Products are covered by warranty for their correct operation and warranty for design and manufacturing faults and/or defects for a period of 24 (twenty-four) months from the delivery date, except for normal wear and tear parts. Once this period has elapsed the warranty becomes null and void, even if the Products have not been put into operation for any reason.
 - 10.2 The warranty is effective as long as the malfunctioning, faults and/or defects are not the result of: (i) assembly and/or installation errors, (ii) failure to perform or incorrect maintenance, (iii) failure to comply with and/or erroneous compliance with technical specifications contained in the Seller catalogue and in any instructions sheets, (iv) natural wear, (v) faults caused by inexperience and/or negligence (vi) poor care, (vii) failure to immediately adopt measures designed to limit inefficiencies, (viii) overloads compared to limits indicated in technical instructions, (ix) interruptions to or suspensions of electricity, (x) unauthorised activities, (xi) tampering by the Customer and/or third parties, (xii) acts of vandalism, (xiii) acts of terrorism, (xiv) atmospheric events, (xv) fortuitous events or (xvi) force majeure, (xvii) third party's act.
 - 10.3 Moreover, the warranty is not effective in case of malfunctioning of the software installed on the Product, due to overloading, interruption and/or suspension of electric energy.
 - 10.4 Any complaint due to quality defects, failure to operate or faulty operation or design and manufacturing faults and/or defects of the Products must be notified to the Seller in writing, subject to forfeiture of the warranty:
 - within 8 (eight) days from delivery of the Products in the event of clear faults and/or defects;
 - within 8 (eight) days from discovery of the faults and/or defects becoming evident following delivery but within two years from the delivery.
 - 10.5 For the complaint to be accepted, the Purchaser is required to prove in writing the validity of the warranty, the correct storage and installation of the Product, and to supply the Seller with adequate documentation proving the faults/defects.
 - 10.6 The warranty is limited, up to the sole discretion of the Seller, to replacement of the defective Products or components (both with identical or similar products) or, alternatively, by repairing the defective Products or components. In any case the accessory expenses of the replacement and/or repair are excluded from the warranty.
 - 10.7 Both in the case of replacement and repair of the defective Products the original warranty period will continue and shall not be considered renewed.
 - 10.8 The Seller shall not be held liable for any additional warranty obligation, including implicit, resulting from laws and/or regulations in favour of the Purchaser, including implicit warranties for non-compliance, non-saleable defects and/or the suitability of the Products for a special use.
 11. **Liability**
 - 11.1 Without prejudice to mandatory limits set by law and with the exclusion of fraud and gross negligence, is explicitly excluded any further liability by the Seller - either contractual or extracontractual - that may arise from or be related, directly or indirectly, to the Contract, and/or to discrepancies, defects and/or faults in the Products, by means of example and not limited to loss of profit, loss of savings, loss of reputation, loss of goodwill and/or interruption of plants where the Products are intended to be used.
 - 11.2 The Seller shall not be held liable for Products sold and/or installed in Countries where there are regulations which do not allow their use, or for uses which they are not intended and/or for installations and uses not in compliance with the Products technical specifications indicated in the catalogues and instruction handbooks in effect at the time of the sale.
 - 11.3 In the event of revision of the technical specifications and instruction handbook for Products already delivered and/or installed during the warranty period, the Purchaser shall not be covered under warranty for correct operation according to the new technical specifications.
 - 11.4 The Purchaser agrees to establish in all contracts regarding the Products a clause limiting the Seller liability substantially identical to that envisaged by this article, assuming the complete and sole liability for the additional movement of Products supplied by the Seller.
 12. **Returns**
 - 12.1 Return of the Products is not allowed without prior written authorisation from the Seller, without which the Products shall be delivered again to the Purchaser at the Purchaser expenses and risk.
 - 12.2 In the event of authorised return, the Products shall be returned carriage paid at the expense and risk of the Purchaser to the Seller warehouses, within the term indicated by the Seller. The Purchaser shall be credited for the purchase price of the Products, minus a minimum amount of 15% for administrative expenses. However, the Seller reserves the right not to accept the return or to apply a higher percentage for administrative expenses if the goods are returned after the period indicated above.
 - 12.3 In any case, the return of Products not included in the catalogue in effect at the time of the request to return and/or for which significant changes have been made to the technical specifications is prohibited.
 13. **Payment of the price**
 - 13.1 Payments shall be made in compliance with the "Supply Conditions" in the the Seller catalogue in effect or according to what is otherwise agreed between the Parties in writing.
 - 13.2 The delay, even partial of the payment of the invoices beyond their due date shall cause the immediate charging of interest in accordance with the legal measures in force, in addition to debiting of any bank expenses and fees.
 - 13.3 Failure to pay for any reason, as well as failure to fulfil any other obligation by the Purchaser authorises the Seller shall be entitled, pursuant to Article 1460 of the Italian Civil Code, to immediately suspend the delivery of the Products, as well as demand payment for the entire amount due, without prejudice to its right to withdraw from the Order being performed.
 - 13.4 The Seller also reserves the right to suspend supplies in the event of a significant modification in the Purchaser's economic situation, by means of example but not limited to transfer of the business or proven serious financial difficulty.
 - 13.5 Possible collection expenses or stamp duty for payments received by bank transfer or other forms of payment are at the Purchaser charge.
 - 13.6 Any discount agreed upon in writing between the Parties, is subject to complete compliance with payment due dates. Failure to pay within the agreed due dates shall result in forfeiture of the discount and the Purchaser who unduly withheld it shall be obligated to reimburse it immediately.
 - 13.7 Any complaint from the Purchaser including for late delivery of incomplete supply, shall not give the Purchaser the right to suspend or delay payment of the supply.
 - 13.8 The Purchaser cannot claim any non-fulfillment of the Seller', nor claim the warranty as per article 10 above, if not up to date with payments.
 - 13.9 The Parties undertake to act in compliance with the obligations set out in art. 3 of Law 136/2010 to ensure the traceability of financial movements relating to public services and supplies, with the clarification that the violation of these provisions determines the legal termination of the Contract.
14. **Intellectual property**
 - 14.1 The Seller shall remain the sole owner of the patents, drawings, designs and anything else used to create the Products, which, therefore, the Purchaser agrees not to give to third parties, reproduce or use, without prior authorization of the Seller. If the creation of the Products is performed by the Seller based on specific request and technical documentation of the Purchaser, the Seller shall not be held liable for the violation of industrial property rights by third parties, which shall be the sole responsibility of the Purchaser, who agrees to guarantee and indemnify and hold the Seller harmless from any claims made against it.
 - 14.2 The Purchaser agrees to use the Seller trademarks solely for the purposes of identifying, advertising and selling the Products, refraining from registering them of having them registered without prior written approval from the Seller.
 - 14.3 The Purchaser is prevented from registering "GEWISS" and/or "PERFORMANCE IN LIGHTING" as domain name as well as any domain which contains words which look like or recall the Seller.
 - 14.4 Possible links to the Seller' website and the publication on the Purchaser's website of contents which refer to the Seller shall be authorized in writing by the latter beforehand.
15. **Confidentiality Obligation**
 - 15.1 The sales commercial conditions, particularly regarding the budget, incentive and discount conditions, as well as all other documentation or information classified by the Seller as confidential, have a strictly confidential nature, therefore, the Purchaser agrees not to divulge them or communicate them to third parties, nor to use them for purposes other than the finalising and performance of the Contract, for the period of 5 (five) years after performance of the Order.
 - 15.2 The Seller reserves the right to pursue, including legally, any violations of the aforesaid confidentiality obligation.
16. **Privacy**
 - 16.1 The Seller agrees to collect and process the personal data it may learn of in relation to the execution of the Contract in compliance with the Italian Legislative Decree 196/2003 and subsequent amendments (Legislative Decree 101/2018 for the adaptation of the Italian legislation to EU Reg. no. 679/2016, so called GDPR), with the purposes therein permitted and to fulfil all legal requirements including of a tax or accounting nature. The data processing notice is available at the following link <https://www.performanceinlighting.com/Informativa/PL-Information-Notice-Leads-Clients.pdf>
17. **The Seller code of ethics and organization, management and control model - Anti-Corruption policy**
 - 17.1 The commercial relations governed by the General Conditions are based on the principles of legality, transparency, correctness and fairness, in accordance with the contents of the Code of Ethics, the Organisation Management and Control Framework adopted by Gewiss Group and with the principles of the Anti-Corruption Policy available on the website <https://www.performanceinlighting.com/or/company/governance>. Any notifications about the violation of the aforesaid Framework may be sent using the "Reporting Procedure", by filing in the appropriate form, both available on the website <https://www.performanceinlighting.com/or/company/governance>.
- 17.2 If, behaviours are adopted which do not comply with the aforesaid principles, the Seller shall be entitled to take opportune measures, including cancellation of the Orders and request compensation for damages.
18. **Export restrictions to Russian Federation**
 - 18.1 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied under or in connection with the Orders, that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
 - 18.2 The Purchaser shall undertake its best efforts to ensure that the purpose of art. 18.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - 18.3 The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers that would frustrate the purpose of art. 18.1.
 - 18.4 Any violation of articles 18.1, 18.2 or 18.3 shall constitute a material breach of an essential element of the sales agreement, and PIL shall be entitled to seek appropriate remedies, including, but not limited to the cancellation of the Orders and the compensation for damages.
- 18.5 The Purchaser shall immediately inform PIL about any problems in applying paragraphs above, including any relevant activities by third parties that could frustrate the purpose of art. 18.1. The Purchaser shall make available to PIL Information concerning compliance with the obligations under articles 18.1, 18.2 and 18.3 within 2 (two) weeks of the simple request of such information.
19. **Applicable law, court and language**
 - 19.1 All the Contracts finalised by the Seller, regardless of the Purchaser's nationality and/or place of destination of the Products, are governed by Italian laws.
 - 19.2 Application of the Vienna Convention on contracts for the international sale of goods of 11 April 1980 remains expressly excluded, as well as other statutory Conventions concerning international sales and governing conflicts between laws.
 - 19.3 Any dispute arising between the Parties shall be submitted to the Italian court and solely to the Court of the Seller' registered office, without prejudice to The Seller' right to act at the Purchaser's address.
 - 19.4 If these General Conditions are drafted in more than one language, in case of conflicts, the text in Italian shall be decisive.