

## GENERAL TERMS OF SALE

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**VALIDITY** This price list cancels and replaces all previous. Trbaldo Srl reserves the right to make any amendments at any time, as necessary, without giving any prior notice.

**PRICES** The prices listed are per unit public prices excluding VAT and can be changed by Trbaldo Srl at any time, without giving any prior notice. All prices are ex-works.

**ORDERS** Orders need to show clearly the quantity required, the item code, the wood or metal finish and the upholstery. Prices shown are for all standard finishes in our sample range. The number of pieces contained per package is invariable as per this list. Orders can only be despatched in the stated package quantities or in multiples thereof. Cancellations cannot be accepted more than 8 days from original order transmission, however they were placed.

**FINISHES** Wood being a natural material, slight differences in finish may be visible on the various components of any individual product, or between finished pieces of a single order. The fabric and leather colours in our swatch are shown only as a guide as it is technically impossible to ensure colour shades 100% over time and in varying batches. Such differences must not constitute the reason for complaints or return of goods.

**CUSTOMER'S OWN MATERIAL (C.O.M.)** The fabric requirement shown as CS for each item relates solely to 1.4 usable and defect-free metre widths of plain fabric and based on orders of min 4no. pieces. Customer supplied materials must arrive at Trbaldo Srl carriage paid with their identifying description, quantity supplied, and the order number and model for which they are to be used. A suitable and detailed delivery note or fabric order confirmation/invoice must accompany the delivery and materials will not be opened or processed without such documentation. Trbaldo Srl reserves the right to confirm fabric requirements for bespoke jobs as these may arise. The use of a fabric which is not 1.4 usable metres wide or with fancy, flowered or striped patterns is dependent on Trbaldo Srl's specific acceptance and on the supply of additional material over the price list stated quantity. Acceptance of customer's own fabric or leather relates only to the making up of the finished product and never to its durability or suitability in use. Trbaldo Srl declines any responsibility relating to upholstery work completed with customer supplied materials.  
If necessary, we reserved to modify the price COM after check fabric's client.

Important note: discolouring of materials supplied by Trbaldo Srl due to contact with users' clothing (jeans or coloured garments) cannot be considered a manufacturing defect or quality flaw and is therefore excluded from any guarantee. Trbaldo Srl suggests the choice of dark colours for leather and faux leather. Trbaldo Srl is in no way responsible for customer supplied materials, any defects and technical problems they may have, nor for any any possible defective reactions to the upholstered product.

**FLOORPADS** The default floorpad type is in rigid plastic or felts depends the article; ask for details of optional floorpad types. The floorpad type needs to be selected and specified on the original order. It is the customer's responsibility to select the most appropriate floorpad type for the flooring where the seating will be installed.

**CUTTING DOWN BARSTOOL LEGS** Wooden barstool legs can be cut down with a surcharge of 10 euros public price list.

**PACKAGING** All products are packed in carton boxes suitable for transport, with the protection inside in PE + HD. **For packaging on pallets will be charged euro 10,00 and for fumigated pallet euro 30,00.**

**PAYMENTS** Payments cannot be delayed in the case of complaints. Goods remain the property of Trbaldo Srl until their full payment. Trbaldo Srl reserves the right to suspend supply in any case of non-compliance, even if partial, with payment conditions as agreed with the buyer.

**GUARANTEE** Trbaldo Srl guarantees the good quality of goods sold, free of any defects or manufacturing faults. The guarantee relates to the mechanical and structural resistance of goods supplied, and to the quality of finishing to the woodwork, and accuracy in the use of materials applied. The guarantee applies from the date of delivery of the goods and lasts 24 months under these stated conditions. The manufacturer's guarantee does not extend to covering improper use of the goods. Similarly excluded are any defects in the fabrics applied, variations in wood stain or lacquer applied, transport damage, and local conditions which do not conform to normal product usage. The Buyer should check all goods upon receipt. No complaint for appearance defects can be considered if it is not discussed with the delivery driver and specifically noted on the delivery note given to the transporter when the goods are collected. Any complaints must be communicated in writing to Trbaldo Srl within 8 days of receipt of the goods in cases of obvious defects or wrong item/finish; or within 8 days of their discovery as long as this falls within the 24 months of delivery. The complaint needs to state clearly the nature and gravity of the defect and be supported by photos which show the defect. Non-compliance with the above rules or the mishandling of the goods will invalidate the complaint and the guarantee will become null and void. In cases of complaints or non-conformity acknowledged by Trbaldo Srl, the latter may, at their choice, repair the goods, replace them, or make a full or partial refund of the price paid by the purchaser. In no case can the reimbursement of money paid to the Purchaser exceed the price paid for the defective goods.

**RETURNS** Any returns need to be expressly authorised by Trbaldo Srl. The condition of the goods will be examined carefully by the factory upon their return and, in the case of damage adjudged not to be Trbaldo's fault, the value of the individual items will not be refunded. If the original packaging materials are not used, or thoroughly adequate alternative packaging materials, resulting in damaged goods, Trbaldo Srl will regrettably be obliged to deduct from any refund the cost of repairs.

**COMPETENT COURT** For every dispute the Court of Vicenza will adjudicate.

**INDUSTRIAL PROPERTY RIGHTS** Trabà and TrA' outdoor is a registered trademarks. All models and products are registered and owned by Trabà and TrA' outdoor. All models are protected by industrial design registration, design patents, copyrights and intellectual property rights. Only Trbaldo Srl and persons or companies authorized by Trbaldo Srl have the exclusive right to product and distribute the protected models and products. Trbaldo Srl will undertake any and all legal initiatives deemed as necessary or useful for the protection of its intellectual property rights, against the manufacturing, offer, use, sale, purchase, import or export of its products without the company's prior written consent. To purchase furniture with the Trbaldo trademark, please only address authorized dealers or distributors of Trbaldo Srl. Please consult us directly by phone on +39.0445.560300 or e-mail us at info@traba.it