

## 1. GUARANTEES

All items sold by Trabaldo, TrabA 'and TrA' Outdoor are guaranteed for a period of 24 months from the date the goods were delivered to the Customer.

Any defect found by the Customer must be reported to Trabaldo, TrabA' and/or TrA' Outdoor customer service no later than 8 days after receipt of the goods.

The warranty does not cover parts subject to wear and improper use of the goods themselves, as well as all cases in which the defect is due to any other cause other than manufacturing defects.

The warranty is excluded if the defect has occurred due to the Customer's failure to observe the instructions provided by Trabaldo, TrabA 'and TrA' Outdoor referred to in point 2. By way of example, but not limited to, the warranty does not include damage resulting from cleaning with unsuitable products and / or with products other than those recommended by Trabaldo, TrabA 'and TrA' Outdoor on their website www.traba.it, or resulting from exposure to sunlight, heat sources or sunlamps, stains caused by acids, solvents, dyes, corrosive chemicals, ink, paint, damage from pets, burns, etc.

If Trabaldo, TrabA 'and TrA' Outdoor ascertain that the Customer has not complied with the assembly, use, placement and maintenance rules of the product described on the website and in the conditions of sale, no guarantee will be due nor will any dispute be taken into consideration about. The warranty excludes any compensation for damages and expenses of any kind. Likewise, replacement and in any case compensation for direct or indirect damages of any nature caused to people or things in the period of any inefficiency of the product are excluded.

All aesthetic parts and components that may be defective due to negligence or carelessness in use, incorrect maintenance, transport carried out without due caution, or circumstances that, in any case, cannot be traced back to defects of manufacturing processes, are not covered by Trabaldo, TrabA 'and TrA' Outdoor warranties and no claim can be taken into consideration.

The repair and / or replacement of the Product under warranty does not extend in any way the validity period of the warranty, which always remains 24 months from the date of issue of the purchase tax document. In this case, After 24 months from the date of issue os the invoice, any right of compensation or reimbursement refund is excluded for the Customer in any form.

The goods under warranty must not show any sign of tampering resulting from repairs carried out on their own or by unauthorized third parties.

To assert the guarantee, the Customer must attach and show Trabaldo, TrabA' and TrA' Outdoor photos or videos describing the problem and, only after obtaining written authorization from Trabaldo, TrabA' and TrA' Outdoor for the shipment, must send the goods back to TrabA' ... headquarters at his own expense, using the original packaging. Until the afore mentioned goods are taken over by Trabaldo, TrabA' and TrA' Outdoor at their headquarters in Marano Vicentino, Via Progresso, 55 (Italy), the risk of loss or destruction

of the goods rests entirely on the Customer. Once the goods have been received, Trabaldo, TrabA 'and TrA' Outdoor will decide at its sole discretion whether or not to proceed with a repair or replacement of the product. In case of replacement, Trabaldo, TrabA 'and TrA' Outdoor, at its sole discretion, will be able to provide, depending on availability, similar same or similar items. The repair and / or replacement of the product under warranty will be carried out only with ex works.

/ Ex Works (EXW) sales clause - Incoterms ICC Paris 2020. Trabaldo, TrabA' and TrA' Outdoor plant in via Progresso, 55, Marano Vicentino (VI) (Italy), or Trabaldo srl is exempt from any claim for compensation damage and other ancillary costs or transport costs.

2. CLEANING AND MAINTENANCE OF PRODUCTS The Customer is required to clean the products purchased from Trabaldo, TrabA 'and TrA' Outdoor only with damp cloths soaked in water. In case of particularly hard water, it is preferable to soak the cloth with distilled or demineralized water.

The Customer must not use cleaning products such as detergents or any other aggressive product or any other product not explicitly recommended by Trabaldo, TrabA 'and TrA' Outdoor.

All Trabaldo, TrabA' and TrA' Outdoor fabrics are accompanied by relevant technical data sheet, . please follow the cleaning instructions for each item.

## 3. EXPORT

Trabaldo, TrabA 'and TrA' Outdoor products may be subject to European and / or United States of America export regulations and therefore require specific permits from the competent authority. Adequate information (for example, country of origin, customs tariff) can be found on the delivery notes of the goods and on the invoices that show the indications of the codes referred to in the aforementioned documents and / or in any other Trabaldo, TrabA 'and TrA' Outdoor document. For each certificate, to be requested at the time of the order (eg certificate of origin) that the Customer requests, the relative cost will be charged, at a minimum of € 15.00. The method of sending the certificate will be, at the Customer's choice, in an envelope to the carrier or in an envelope within the shipment. If the Customer requests the certificate after the shipment of the goods, in addition to the cost of the certificate, he will also be charged for the shipping costs of the document.

The Customer who purchases goods for export, has the obligation to inform, by writing, in the request for an offer or in the order to Trabaldo, TrabA 'and TrA'Outdoor, specifically indicating the final destination of the goods and documents necessary needed for completion of customs procedures. Trabaldo, TrabA 'and TrA' Outdoor reserves the right to charge additional costs charged to the Customer for any document issue, in addition to the shipping costs of the documents themselves.

The export of goods sold by Trabaldo, TrabA 'and TrA' Outdoor to countries subject to embargo by the Italian, German or United States of America authorities is prohibited.

The Customer also has the obligation to verify that the end user of the purchased goods does not belong to any of the Denied Person List (list of unwanted persons) (EC Resolution 881 and UN Resolution 1267).

It is the Customer's responsibility to communicate, by writing, in the order or in the acceptance of the offer, the methods of travel and transport of the goods (by sea, land, air) so that Trabaldo, TrabA 'and TrA' Outdoor can properly pack the purchased products, agreeing any additional costs in writing. In the absence of specific indications, Trabaldo, TrabA 'and TrA' Outdoor will use the standard packaging for ground transport. Trabaldo, TrabA 'and TrA' Outdoor will not be liable for any damage or deterioration if the goods

are then shipped in another way or suffer any type of damage. It will be the responsibility of the transporter to produce the documents necessary for export.

The Customer undertakes to comply with all legal provisions concerning the export and / or re-export of the products and services of Trabaldo, TrabA 'and TrA' Outdoor, relieving it from any claim of its own and third parties, and holding it harmless from any and every prejudice that for any reason may result from the export and / or re-export of the products and / or services sold.

The execution of each individual contract is conditional on and subject to the issue of the related export licenses, where necessary, or to the absence of impediments deriving from Italian, German and / or United States legislation and any other export legislation or practice. All costs and charges to obtain any license or authorization of any kind that must be issued by a public administrative authority required by law, are incumbent on and will be borne by the Customer.

Trabaldo, TrabA 'and TrA' Outdoor will have the right to request the Customer to sign the Declaration of Final Use.

If, during the execution of the contract, impediments arise from Italian, German or United States of America law or from any other law applicable to the contract in question, Trabaldo, TrabA 'and TrA' Outdoor will have the right to suspend the supply immediately, giving written notice to the Customer, and until the necessary licenses and / or authorization of any kind is obtained.

For all the aforementioned hypotheses, any liability of Trabaldo, TrabA 'and TrA' Outdoor is excluded for any type of damage suffered by the Customer, including, by way of example only, emerging damage, direct or indirect loss of profit, interruption of the production etc.

## 4. ANTI-CORRUPTION

The Customer undertakes to comply with all local, national, and supranational laws, including the U.S. Foreign Corrupt Practices Act (FCPA) of 1977 and subsequent amendments, regarding the fight against corruption, abuse of office, or other similar issues, applicable to the commercial activities of the Customer in relation to the contract stipulated with Trabaldo, TrabA' and TrA' Outdoor.

The Customer warrants and undertakes not to offer, promise, or transfer for any reason, directly or indirectly, even through natural or legal persons connected or related to him, any payment in money or supply of valuable goods to government officials, employees or collaborators of government or companies owned, even partially, by political government parties or by an official of party or candidate for government office, in order to induce such organizations or persons to use their authority or influence to obtain or retain a commercial advantage improper for himself or for Trabaldo, Traba 'and Tra' Outdoor.

## **5 INTELLECTUAL PROPERTY**

The Buyer must not use the name, trademark and other rights related to the intellectual property in advertising without the prior written consent of the Seller.

All disputes arising from or otherwise related to the contracts concluded between Trabaldo, TrabA 'and TrA' Outdoor and the Customer, their interpretation, execution and resolution, are the exclusive competence of the Court of Vicenza, with the exclusion of any other Court.

These General Conditions, and the sales contracts related to them, are governed by Italian law, and for any dispute relating to the application and interpretation of this document, the court of the defendant will be competent.

The governing and prevailing language, in the event of any disputes regarding the interpretation of this text, is Italian despite the translation into any other language.

The application of the United Nations Convention on the International Sale of Goods (Vienna - 1980 - CISG) is expressly excluded.

Maria Teresa Trabaldo

Jose Towne Joseph

President

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