

GENERAL TERMS AND CONDITIONS OF SALE

Clause 1 Scope

The following Terms and Conditions of Sale shall govern all supply relationships between Luxor Cleaning S.n.c. di Gori Massimo & C. S.n.c. (hereinafter also referred to as the Seller or Producer or briefly as Luxor Cleaning S.n.c.) and the Purchaser (hereinafter also referred to as the Client or Buyer). All sales are subject to the following General Conditions of sale, which shall prevail over any other conditions and/or trade practice. Even in case of concessions agreed in writing between the Seller and the Buyer, the following conditions shall continue to apply for any terms not expressly waived. Any general purchase conditions drawn up by the Buyer shall not apply to the business relationships between the parties unless expressly accepted in writing by Luxor Cleaning S.n.c. and, in any case, any such conditions shall comply with the following General Conditions and shall not invalidate their effectiveness.

Clause 2 Contract formation

The Purchaser's acceptance of an offer shall automatically entail acceptance of the Conditions of Sale, as shall Luxor Cleaning S.n.c. order confirmation, however it is communicated.

Offers made by agents and/or representatives on Luxor Cleaning S.n.c.'s behalf shall not be binding unless otherwise agreed to in writing by Luxor Cleaning S.n.c.

Luxor Cleaning S.n.c.'s sales offer shall be valid for 30 days from the date of issue and shall only apply to the supplies quoted in the offer. Upon expiry of such period the sales offer shall no longer be valid.

Clause 3 Data regarding supplies

Technical data regarding products supplied and illustrated in catalogues, price lists, circulars or other illustrative documents drawn up by Luxor Cleaning S.n.c., as well as sample specifications, are merely indicative and are not binding, unless indicated in the offer of sale or in the order confirmation.

Luxor Cleaning S.n.c. reserves the right to modify product details and specifications at any time in order to improve performance.

Clause 4 Prices and Payments

Product prices refer to the price list in force at the time of Sales offer or order confirmation by Luxor Cleaning S.n.c.

Luxor Cleaning S.n.c. reserves the right to modify the current price list, in the event of increased cost of raw materials, labour or any other factor that may result in a significant increase of production costs, subject to prior written notice to the Purchaser.

It is agreed that all product prices shall be Ex-Works, except otherwise agreed in writing between the parties.

Payments must be made in accordance with relevant instructions given in the offer of sale or in the order confirmation.

Payments and any other amounts of any kind due to Luxor Cleaning S.n.c. shall be made payable to the latter. Any payments made to Luxor Cleaning S.n.c.'s agents, representatives or sales assistants shall be deemed unpaid, and shall therefore not release the buyer from its obligation, until Luxor Cleaning S.n.c. has received payment. Unless otherwise agreed, payments will be made in Euros.

Any delay or irregularity in payment shall grant Luxor Cleaning S.n.c. the right to:

- a) suspend deliveries, even if unrelated to the payment in question;
- b) vary the terms of payment and discount for future supplies, request advance payment or additional collateral;
- c) demand interest on overdue payments, with effect from the due date for payment and without need for notice. In such case, the default interest rate shall be the one provided for by legal regulations currently in force for commercial transactions (especially Legislative Decree 231/2002, as amended), subject in any case to Luxor Cleaning S.n.c.'s right to claim compensation for additional damages incurred.

In such cases, any outstanding amounts due to Luxor Cleaning S.n.c. shall become immediately payable. The Purchaser shall be required to make payments for products even in the event of exceptions, disputes or controversies that shall only be defined after payment has been made.

The buyer waives the right to offset any debts with claims against Luxor Cleaning S.n.c.

Clause 5 Retention of Title

The products delivered shall remain the property of Luxor Cleaning S.n.c. until full payment has been made.

Clause 6 Terms of delivery

The terms of delivery stated in the offer and/or order confirmation are indicative in nature and not binding. In no case can Luxor Cleaning S.n.c. be held liable and required to pay compensation for any delay in product delivery with respect to the deadlines set out in the offer and/or order confirmation.

Similarly excluded is Luxor Cleaning S.n.c.'s liability for any damage resulting from anticipated or delayed delivery, or from partial execution of contract.

Goods shall in any case be carried on behalf and at the sole risk of the buyer, even if they are sold or dispatched carriage free.

Any delay in payment shall constitute non-fulfilment of the contract and entitle the seller to discontinue supplies.

Clause 7 Delays

Luxor Cleaning S.n.c. will not be responsible for failing to comply with its contractual deadlines to the extent that such breach arises, directly or indirectly, from:

- a) reasons beyond Luxor Cleaning S.n.c.'s control / force majeure;
- b) Buyer's actions (or lack thereof) including failure to forward information and approvals needed to perform work and product provision;
- c) Buyer fails to comply with payment terms;
- d) inability to obtain materials, components or services needed to carry out work and supply products.



LUXOR Cleaning di Gori Massimo & C. S.n.c.
Via G. Matteotti, 1715 – 51036 Larciano (PT) Italy
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Clause 8 Patents

Luxor Cleaning S.n.c. assumes no responsibility for any infringement of third party industrial property rights. The Purchaser shall be solely responsible for infringements on products manufactured in accordance with projects, design, instructions, technical specifications and brands provided by the Purchaser.

The Buyer agrees and undertakes to indemnify and hold harmless Luxor Cleaning S.n.c. from any and all liability arising from any legitimate claims by third parties relating to possible counterfeiting or infringement of industrial property rights on all products manufactured to design, drawing, instructions, technical specifications and brands provided by the Buyer. In the event of claims by third parties, the Buyer shall promptly notify Luxor Cleaning S.n.c. and provide assistance and any information that may be useful for disputing such claims.

Clause 9 Claims and returns

Luxor Cleaning S.n.c. declines all responsibility for goods that are not transported or stored in accordance with standards .

Claims will not be accepted after 8 days from receipt of the goods.

Luxor Cleaning S.n.c. does not accept returns unless previously authorized in writing.

Clause 10 – Non-disclosure

The Buyer agrees to treat information, data, drawings, know-how, documentation prices, offers, Pro-forma invoices and order confirmations received from Luxor Cleaning S.n.c. as confidential.

Clause 11 Applicable law and jurisdiction

The Terms and Conditions herein and related contracts shall be governed by Italian law.

For all disputes relating to or in any case connected to the contracts covered by these Terms and Conditions, the Court of Pistoia (Italy) shall exercise exclusive jurisdiction, even if the contract is stipulated elsewhere.

Art 12 Disclosure pursuant to Article 13 of Italian Legislative Decree 196/2003 and to art. 13 of the EU Regulation n. 2016/679 (GDPR).

Luxor Cleaning S.n.c., the data controller, hereby agrees to process the Buyer's data for the following purposes accordingly to the means of the operations indicated in Article 4 of the Privacy Code and Article 4 of the GDPR 2016/679, namely:

- a) fulfillment of administrative, managerial, accounting, civil and fiscal obligations;
- b) organization, storage, consultation of data, such as company name, VAT number, addresses, IBAN, names and contacts relating to your contacts.
- c) preparation of company accounts such as orders, shipments, invoices, payments, data relating to customer solvency and credit recovery.
- d) for commercial purposes of the company.

The legal basis for processing your personal data is the need to execute a contract / order / request of which you are an interested party.

The provision of your data and other data necessary for the fulfillment of legal obligations is optional but, any refusal to provide such data could lead to failure or partial performance of the contract and failure to continue the relationship.

Interested parties may exercise their rights accordingly to the provisions of GDPR 2016/679 and of Privacy Code at any moment, by sending an email request to info@luxor-brushes.com

For a complete consultation of the information processing of personal data, please visit https://www.luxor-brushes.com/it/privacy_policy/