



GENERAL TERMS AND CONDITIONS OF SALE

Art. 1 - Introduction

The hereby document provides the General Terms and Conditions concerning the Sale of Goods, referred to material and instruments for professional lighting, provided by SPOTLIGHT s.c., for both entertainment and architecture purposes.

The Specific Conditions of each Sale (such as, price, delivery timing, payment timing, type and quantity of the Goods for each single Sale) are all indicated in the Offer and/or Agreement of Sale, which also lists the set of Contractual Documentation to which the hereby General Terms and Conditions of Sale belong to.

Possible further General Terms and Conditions and/or Specific Conditions of Sale proposed by the Buyer and contained in the documentation originating from the Buyer, if contrasting with the hereby Conditions, by means of amendments or additions, shall be considered as not affixed, unless specifically approved in writing by the Seller.

Art. 2 - Definitions

Other than terms and expressions defined in the following paragraphs of the hereby General Terms and Conditions of Sale, the terms below shall have the meanings that follow:

Seller: SPOTLIGHT s.c.;

Buyer: the entity that undertakes to purchase goods described in the hereby Contract;

Parties: the Seller and the Buyer;

Offer/Agreement of Sale: the documents issued by the Seller and containing the Specific Conditions of Sale to which the hereby General Terms and Conditions of Sale are enclosed;

Order: the document issued by the Buyer;

Goods: goods subject of the Sale, as indicated in the Offer/Agreement of Sale;

Sale: the subject of the Offer/Agreement of Sale;

Contractual Documentation: the set of documents, which, along with the Order, Offer/Agreement of Sale, General Terms and Conditions of Sale, contains all of the provisions, rules and standards according to which the Sale shall comply;

Third Parties: any legal entity and/or person and/or entity different from the Buyer and Seller.

Art. 3 - Subject

The Buyer undertakes to purchase from the Seller the Goods specified in the Order attached to the hereby General Terms and Conditions of Sale.

Art. 4 - Prices

The agreed prices indicated in the Offer/Agreement of Sale, unless differently specified by a subsequent agreement signed by the Parties, are to be intended as fixed and invariable, VAT excluded; said Prices are not comprehensive of any other tax, duty or right, nor of any further cost, which might not explicitly result as burden of the Buyer.

Furthermore, the Prices do not include, unless differently specified in the Offer/Agreement of Sale, expenses concerning the packaging and delivery, VAT, and all other services connected to the mentioned activities.

Art. 5 - Completion of the Sale

5.1.1 The obligation is considered effective when, following the receipt of the Offer, the Buyer has sent the Seller a copy of the Offer and General Terms and Conditions of Sale, signed for acceptance (by fax, certified mail, documented phone call or e-mail) , within 30 (thirty) days from its receipt. Said term extends the validity of the economic conditions also to the Agreement of Sale, but not necessarily to the delivery time of the Offer, which shall be verified at the exact time of completion of the Agreement of Sale.

5.1.2 The Sale is considered effective when, upon receipt of the Agreement of Sale, the Buyer has sent the Seller a copy of the Agreement of Sale and General Terms and Conditions of sale, signed for acceptance (by fax, certified mail, documented phone call or e-mail) within 3 (three) days from its receipt. It is understood that if the General Terms and Conditions of Sale have been accepted in compliance with the timing and terms provided for by art. 5.1.1., said acceptance is valid also under the hereby article, without having to return them once again.

5.2 After the terms set forth in par. 5.1, without the Seller having received any acceptance in the modalities provided for by the same art. 5.1, the Sale shall be considered not executed, hence, no obligations between the Parties shall arise.

5.3 The Sale Agreement shall be considered not executed if the Seller does not receive the hereby General Terms and Conditions of Sale, duly signed for acceptance, in the modalities provided for by art. 5.1..

Art. 6 - Delivery of the Goods

6.1 Delivery of the Goods is ex works and all Goods are delivered at the sole risk of the Buyer, regardless whom the final receiver of the delivery.

6.2 Unless agreed differently in writing by the Parties, the Buyer shall bear all costs concerning transportation, delivery and taking-over of the Goods.

Art. 7 - Seller's Warranty

7.1 The Seller shall provide warranty of the sold Goods for 3 (three) years.

7.2 The Seller shall guarantee availability of spare parts for the sold Goods for 5 (five) years. In particular, the Seller guarantees availability of spare parts which are identical or alternative to the originals, in the sense that – in any case - any spare part shall guarantee same or better performances than the original ones.

7.3 Any defect of the Goods shall be declared, by fax or certified mail, by the Buyer no later than 8 (eight) days from receipt of the Goods.

7.4 The Seller's warranty refers exclusively to defects, which may occur during normal and proper use of the Goods as indicated in the user's guide.

7.5 In particular, the warranty does not apply to defects which are direct or indirect consequence of defective maintenance or defective installation performed by the Buyer, or as a consequence of modifications which were not previously authorized by the Seller, or as a consequence of repairs which were not performed according to the best practice by the Buyer. The hereby warranty is also excluded for defects which are consequence of the natural deterioration of the Goods.

7.6 The terms of warranty as in point 7.1 and 7.2 above apply only to the Goods manufactured by Spotlight and to the Goods bearing Spotlight trademarks. For all the other sold Goods, the terms and conditions under Section 1495 of the Civil Code will apply.

Art. 8 - Liability for damages and Safeguard clause

8.1 Within the limits of the applicable Laws, the Buyer exonerates the Seller for any liability for damages, which may occur to Third parties following the Sale.

8.2 The Buyer shall indemnify and hold harmless the Seller for any damage, loss, expense or liability, which may be attributed to the Seller –directly or indirectly- as a consequence of third parties' claims referred to commissive and omissive conducts that violate the obligations entered to by the Buyer, by means of the acceptance of the hereby General Terms and Conditions of Sale and/or violate any present or future Law and regulation.

Art. 9 - Express Termination Clause

The Parties accept that the Sale Agreement may be terminated by the Seller, on grounds of art. 1456 of the Italian Civil Code, in the following cases:

- a) If the Buyer shall fail to pay the whole price of the Goods or part of the whole price at the deadline of one of the single instalments (the latter in case of payment by instalments);
- b) If the Buyer shall become insolvent or bankrupt or should be subject to insolvency procedures before the payment of the entire price of the Goods (in case of payment by instalments);

Art. 10 - Retention of Title

10.1 The Sale subject of the Contract is executed in retention of the Title of the Goods, hence the property of such Goods shall be of the Seller until the entire payment of the price has occurred, accordingly to what is established by art. 1523 of the Italian Civil Code. In any case, all risks connected to the Goods are borne by the Buyer until delivery of the Goods.

10.2 Until transfer of the ownership of the Goods, the Buyer shall not transfer or in any case dispose of the Goods without prior consent of the Seller.

Art. 11 - Invoicing Modalities

11.1 The invoices shall be made in the name of and addressed to the Buyer and shall display reference details of the Order and the Offer/Agreement of Sale, position, codes, description of the Sale, prices and agreed amounts, Social Security number (Codice Fiscale), VAT number (Partita IVA), all elements which are deemed necessary to proceed with the payments of the amounts.

11.2 Applicable fiscal regime. The invoices issued by the Seller shall be subject to the applicable fiscal regime present at the time of the operation.

11.3 Information for export. In case of Sales destined to foreign Clients and/or foreign Construction sites, the Buyer shall promptly inform the Seller of all information necessary in order to obtain the export/import permits in the Country of destination and, furthermore, all details necessary to complete the pro-forma invoices. In case of failure to fulfil said obligation, the Buyer shall be held directly liable of the subsequent damages: hence, the Seller shall have the power to apply a monetary penalty on the Buyer.

Any possible export rights which shall be reimbursed and any other right and/or benefit connected to the former, fall within the exclusive competence of the Buyer.

11.4 Goods under Approval: Invoicing concerning merchandise, which has been delivered for approval shall occur at the deadline of 30 (thirty) days from the date on which the transportation document had been issued. Said deadline shall be extended to 45 (forty-five) days for foreign markets. All extensions of the deadline shall be agreed upon with the Seller during the negotiation of the Offer/Agreement of Sale for Goods under approval. In case of invoicing failure within the prescribed deadlines, for any reason, said invoicing shall anyhow occur according legal terms at 1 (one) year from the date on which the transportation document had been issued. The material delivered back within the established terms, shall be examined in the Seller's laboratories, and the Seller may charge in the Invoices all expenses for repair or impossibility to recover the material, unless agreed differently with the Buyer.

Art. 12 - Return of Goods

12.1 For all Goods that do not meet the agreed standards, the Buyer must contact the Seller in order to find an agreement to overcome the non-compliance of the Goods.

12.2 For all defective Goods, the Buyer must contact the Seller or its local help center in order to evaluate a possible authorized maintenance operation and/or in loco repair.

12.3 If the in loco repair operation should not be possible or, if anyhow authorized the operation resulted unsuccessful, the Buyer shall request the Seller's authorization to return the Goods directly in loco. If authorized, said return shall be at the Buyer's expenses. The Seller shall previously authorize any possibly different delivery condition.

12.4 After having received the Goods and performing all tests, the Seller –in case he shall deem the Goods to be perfectly functioning- shall invoice to the sender a forfeit amount of €50.00.

12.5 All defective Goods, which have been authorized to be returned, shall be delivered in their original packaging or in any other packaging, which guarantees an adequate protection of the Good.

12.6 The defective Good covered by the warranty must not be disassembled nor altered without the previous consent of the Seller, under the penalty of invalidating the warranty.

12.7 The Seller reserves the right to verify the validity of the warranty and shall eventually charge the repair costs to the applicant, unless differently agreed by the Parties.

12.8 The Seller shall not accept the Goods in the following cases:

- a) if unsold or obsolete;
- b) if they are missing the necessary and/or agreed authorizations mentioned above;
- c) if transportation documentation or any document requested by Law is missing.

Art. 13 - Payments

13.1 Each Order shall be paid as set forth in the pertaining Order/Agreement of Sale and/or Invoice.

13.2 In case the Buyer should delay any payment, unless said delay is not to be attributed to his/her sole fault, the Seller shall be entitled –following a written communication which shall be promptly sent to the Buyer- to receive default interests at the rate provided for by Legislative Decree 9.10.2002, as amended by Legislative Decree n. 192, 9 November 2012. The interests shall apply starting from the first day following the payment deadline.

Art. 14 - Jurisdiction

Any matter, which shall arise from or be connected to the interpretation, execution or termination of the Contract and the General Terms and Conditions of Sale, shall be of the exclusive jurisdiction of the Court of Milan.

Spotlight s.c.

Sede Operativa - Operational Headquarters:

Via Sardegna 3, I-20098 San Giuliano Milanese (MI)

Tel. (+39) 02 988301

Fax. (+39) 02 9883022

info@spotlight.it www.spotlight.it

Sistema di Qualità - Quality System ISO 9001:2015

Sede Legale - Registered Office:

Via Martino Anzi 8, I-22100 Como (CO)

P.IVA/VAT nr.: IT03859900130

PEC: spotlight@pec.confcooperative.it

Nr. REA: CO-402099

Codice SDI: USAL8PV