

## GENERAL CONDITIONS OF SALE

### 1. SCOPE OF APPLICATION

**1.1** The General Conditions of Sale ("**GCS**") of the company NINZ S.p.a. ("**Seller**"), with registered office in Italy, 38061 Ala (TN), Corso Trento 2/A, VAT no./Tax code and registration number with the Business Register of Trento IT01566290225, apply to all contracts for the sale of its products ("**Contract**" or "**Contracts**") entered into between the Seller and its customers ("**Buyers**").

**1.2** These GCS, also published on the website <https://www.ninz.it/en/terms-of-sales/>, shall be deemed accepted by the Buyers upon signing the Purchase Order Proposals (as defined below) and shall be binding on them upon receipt of the Order Confirmation (as defined below).

**1.3** The Buyers' general conditions of purchase shall not form part of the Contract and shall be deemed excluded and rejected by these GCS unless the Seller specifically approves them in writing. Furthermore, any amendment or addition to these GCS and to the Contract shall be valid only if agreed in writing.

### 2. CONCLUSION AND CONTENT OF THE CONTRACT

**2.1** These General Conditions of Sale govern the commercial relationships between the Seller and the Buyers, both operating within the scope of their business, commercial, artisanal and/or professional activity. Therefore, the Buyers do not act as "Consumers" but as entities using the Products for professional purposes; consequently, the provisions of the Italian Consumer Code (D. lgs. 6 September 2005 no. 206, "Codice del Consumo") shall not apply, and in particular the provisions relating to contracts between businesses and consumers concluded outside commercial premises.

**2.2** The Purchase Order Proposal (hereinafter "**Purchase Order Proposal**") contains the essential elements for the formation of the subsequent Order Confirmation (as defined below) including, by way of example only: the indication of the products to be purchased with the relevant measurements, the relevant price and the delivery date ("**Delivery Proposal**").

The Purchase Order Proposal may be submitted by the Buyer using the forms provided by the Seller and/or by accessing the NINZ Portal (<https://b2b.ninz.it/iweb/start>) and shall in any case be duly signed by the Buyer in either paper or digital format.

The Purchase Order Proposal shall constitute an irrevocable contractual offer to purchase for the Buyer.

**2.3** Where the Buyer uses the OTP electronic signing mechanism for signing the Purchase Order Proposal, the Contract shall be deemed concluded in all respects upon signing the Proposal.

In the case, instead, of paper signing of the Purchase Order Proposal, the Contract shall be deemed validly concluded only upon the Seller's sending by email of the Order Confirmation accepting the Purchase Order Proposal ("**Order Confirmation**").

**2.4** It is understood that any information relating to the products (e.g., weight, dimensions, characteristics, prices, colours and other data) contained in the Seller's catalogues, brochures, circulars, advertisements, illustrations or price lists shall not form part of the Contract unless express reference has been made thereto in the Contract. For the avoidance of doubt, the Contract does not include installation unless otherwise expressly agreed in writing.

**2.5** It is further understood that the Buyer is and shall always remain responsible for the correct survey, the accurate completion of the forms referred to in paragraph 2.1 above and



the correct communication of the product measurements entered therein, the Seller and/or its delegate/representative being extraneous thereto even where they (or their agents) were present at the time of the survey or participated in it in any way.

**2.6** The installation, use and maintenance instructions ("**Instructions**") and the technical warnings ("**Technical Warnings**"), also published on the website <https://www.ninz.it/en/legal-clauses/>, form an integral part of these GCS.

### **3. PRICE**

**3.1** The price for the sale of the products is indicated in the Order Confirmation ("**Price**"). Should the Seller incur additional costs and expenses which, although not included in the Order Confirmation, are to be borne by the Buyer (e.g., for transport or insurance under FCA, FAS or FOB Incoterms© 2010), the relevant amounts may be added to the individual invoice or invoiced separately to the Buyer.

**3.2** Unless otherwise indicated in the Order Confirmation, the Price stated is exclusive of VAT, which shall be paid in accordance with the law. Where the VAT reverse charge mechanism (or other special regime, including with respect to exports outside the EU territory) applies, the Buyer shall promptly provide the Seller with all information, documents and declarations required by law; failing which, the Buyer shall indemnify and hold the Seller harmless from any claim, tax assessment, demand or request by the tax authority and from related damages (such as, e.g., legal expenses).

### **4. PAYMENT**

**4.1** The Buyer shall pay the Price within the terms set out in the Order Confirmation by bank transfer to the current account indicated by the Seller in the individual invoices or in accordance with the methods otherwise indicated therein (for example, by credit card). Payment shall be deemed made upon crediting of the Price – without deductions or set-offs – to the bank account indicated by the Seller. The Seller's registered office shall always be deemed the place of payment. It is understood that bank charges shall be entirely borne by the Buyer.

**4.2** In the event of non-payment, including partial non-payment, of amounts due to the Seller by the relevant due dates, the Buyer shall automatically be placed in default with automatic forfeiture of the benefit of the term in respect of any subsequent instalments and shall be required to pay default interest and any other amount provided for by D.lgs. 231/2002 (Italian Legislative Decree on late payments in commercial transactions) as well as to compensate any further damage suffered by the Seller.

**4.3** Furthermore, in the event of non-payment as indicated above, the Seller may: (a) immediately suspend the performance of the Contract and/or the performance of any other Contract between the parties, even if not related to the outstanding amounts; and (b) terminate the Contract if the Buyer fails to perform within the time limit indicated in the relevant formal notice to perform.

**4.4** The Buyer acknowledges and accepts that the Seller shall grant, at its discretion, deferred payment only if the Seller's insurance company covers the relevant pre-credit and/or credit risk and accepts that such deferral presupposes the proper functioning of the relevant coverage. Consequently, should the insurance company revoke the risk coverage at any time for reasons not attributable to the Seller's breach, the Buyer's right to deferred payment shall cease and the Seller may, without prejudice to any other right or remedy provided by law or elsewhere in the Contract, request advance or immediate payment as well as adequate security to cover the credit. Furthermore, the Seller may at its discretion suspend and/or cancel the delivery of the Products and/or the performance of any Contract between the parties.

**4.5** Late and/or failed delivery of the products by the Seller (as well as failure to take delivery by the Buyer) for reasons not attributable to the Seller shall not result in any extension and/or deferral of the payment terms already indicated in the Contract.



**4.6** The Buyer may not raise objections (including with regard to alleged defects or quality shortcomings of the products) in order to avoid or delay payment.

**4.7** In the event of refusal to receive the goods and/or in the event of termination of the Contract due to the Buyer's breach, any payments made in advance and/or effected by the Buyer shall be retained by the Seller as a penalty, without prejudice to the Seller's right to compensation for further damage.

## **5. RETENTION OF TITLE**

**5.1** The products shall remain the property of the Seller, notwithstanding delivery and the transfer of risk, until they have been paid for in full, and the Buyer shall keep the Seller informed of the location of the products from time to time.

**5.2** The Seller shall do all that is required, and sign whatever is necessary, to ensure that the retention of title is valid and effective under the law of the place where the products are located from time to time. The Buyer shall immediately notify the Seller in writing of any claim threatened or made, and any proceedings threatened or commenced, concerning the Seller's products.

## **6. DELIVERY AND TRANSFER OF RISK**

**6.1** Unless otherwise agreed in the Order Confirmation, the delivery of the products shall be FCA (at the Seller's premises in 38061 Ala (TN), Corso Trento 2/A) Incoterms® 2010.

**6.2** Regardless of the Incoterms® rule agreed in the specific case, the Buyer shall in any event bear all risks of loss or damage to the products from the moment they have been loaded onto the means of transport at the Seller's premises; the products shall therefore always travel at the Buyer's risk and peril.

**6.3** Furthermore, where the Order Confirmation provides that the Seller is to arrange transport of the products, the products may be unloaded throughout the working day, it being understood that unloading of the goods shall always be at the Buyer's care, cost and expense and that the Buyer shall carry this out without delay as soon as requested by the Seller or its agents. The Buyer shall duly highlight any time constraints in the Order.

**6.4** Any timing or delivery date indicated in the Order Confirmation, to be calculated from the date of conclusion of the Contract, is always merely indicative and never binding or essential for the Seller. The Seller shall inform the Buyer of the actual timing or delivery date of the products and the Buyer shall in any case take delivery of the products without delay, and this shall always apply regardless of the Incoterms® rule agreed in the specific case.

**6.5** Should the Buyer fail to take timely delivery of the products, for any reason, including, by way of example only, failure to prepare the construction site or the place of destination, the Buyer shall automatically be placed in default pursuant to law, without the need for formal notice or demand.

In such case, the risk of loss or deterioration of the products shall in any event be deemed transferred to the Buyer, if it has not already passed at an earlier time under the Contract.

The Seller shall have the right, at its discretion, to:

- a) enter into a further transport contract and proceed with subsequent shipment of the products, at the Buyer's risk, cost and expense; and/or
- b) arrange for storage, warehousing or deposit of the products, including with third parties, charging the Buyer with all related costs and expenses, which shall be communicated by the Seller and shall be paid within the terms indicated in the relevant invoice;
- c) claim compensation for any further damage suffered as a result of the failure to take delivery.

Should none of the above solutions be practicable or be implemented without result within 60 (sixty) days from the scheduled delivery date, the Seller shall have the right to terminate the Contract as of right, by simple written notice to the Buyer, with the right to scrap or otherwise permanently dispose of the uncollected products, without prejudice in any case to the Seller's right to compensation for damages suffered and payment of amounts accrued up to the date of termination.



**6.6** Should the unloading of goods at the Buyer's premises not be completed within thirty (30) minutes of the arrival of the vehicle, the Seller reserves the right to proceed with unloading independently or to recall the vehicle, charging the Customer with the related costs.

Pursuant to Decreto-legge 21 May 2025, no. 73 (the so-called "Infrastructure Decree"), for waiting times exceeding ninety (90) minutes, the Buyer, or the jointly liable party, shall be charged an indemnity of € 100.00 for each hour or fraction of an hour of delay.

## **7. DOCUMENTATION AND COMPLIANCE**

**7.1** The Seller shall deliver the documentation required by law only upon full payment of the Price, it being understood that the Buyer shall be liable, including towards third parties, for any related delay and/or omission in the delivery of said documentation or the use of the products in the absence thereof, indemnifying and holding the Seller harmless from any claim and damage.

**7.2** Paragraph 7.1 above shall also apply and therefore be enforceable in the event that the Buyer is subject to insolvency or pre-insolvency proceedings (whatever the denomination used by the national legislator).

**7.3** The Buyer shall: (a) ensure that the products, their installation and their use comply with all applicable laws, regulations and standards where the products will be resold or installed; and (b) obtain all necessary permits and licences and comply with all applicable requirements and restrictions in relation to the resale or installation of the products where these will be resold or installed.

**7.4** The Buyer acknowledges and accepts that the products, their installation and their use may be subject to requirements or restrictions imposed by applicable laws, regulations or standards where the products will be resold or installed. The Seller does not warrant that the products will comply with such requirements or restrictions, even if the Buyer follows the Instructions and Technical Warnings referred to above.

## **8. WARRANTY, NOTICE OF DEFECTS, REMEDIES AND LIABILITY**

**8.1** The Seller provides the statutory warranties for material defects and quality shortcomings ("**Defects**") subject to the following limitations and the provisions set out elsewhere in the Order Confirmation. The Seller does not provide any further warranty, whether statutory or contractual.

**8.2** The aforementioned warranties shall not apply, in addition to the cases provided for by law or elsewhere in the Order Confirmation, where the Defects are attributable to: (a) incorrect or inadequate transport, handling, storage, warehousing, use, installation, preservation or maintenance, also taking into account the provisions of the Contract and, in particular, the Instructions and Technical Warnings referred to above; and/or (b) normal friction, wear, obsolescence, corrosion or abrasion, also taking into account the provisions of the Order Confirmation and, in particular, the Instructions and Technical Warnings referred to above; and/or in any case (c) any other failure to comply with the Instructions and Technical Warnings referred to above.

**8.3** Furthermore, it is understood that the Buyer may not assert any Defects as long as it has not fulfilled the payment obligations set out herein.

**8.4** The Buyer shall forfeit its warranty rights if it does not report the Defects, by registered letter with return receipt or by certified email (PEC) to the address [amministrazione@cert.ninz.it](mailto:amministrazione@cert.ninz.it), within 8 days of receipt of the goods. The report shall contain: (a) the product serial number; (b) the date of the Order Confirmation; (c) the delivery date of the product; (d) a detailed description, documented with photographs and where possible video, of all reported Defects, in such a way that the Seller can promptly assess the claim fully, even from a distance. Failing this, the Buyer shall compensate the Seller for any damage (such as, e.g., travel costs and expenses) that the Buyer could have avoided by cooperating in good faith.



**8.5** Without prejudice to the foregoing, the Seller shall have the right to inspect the products allegedly affected by Defects at the location where they are found and the products may not be returned to the Seller without its prior written authorisation. In the presence of such authorisation, the Buyer may return, at its own care, cost and expense, the products allegedly affected by Defects in accordance with the Seller's instructions.

**8.6** In the event that the statutory warranty applies and as an express limitation thereof, the Seller's obligation shall be limited, at its option, to: (a) repairing the product, it being understood that the Seller shall always have the right to carry out the repair at its own premises and that any repair may only be carried out by the Seller or by a person authorised in writing by the Seller; or (b) replacing the product.

**8.7** All related expenses and costs (such as, e.g., labour, travel, transport, disassembly, reassembly, materials, etc.) shall be borne by the Buyer even where the warranty applies.

**8.8** Any further remedy or right of the Buyer in respect of Defects shall be excluded to the maximum extent permitted, including in relation to the right to compensation for damage not due to the Seller's wilful misconduct or gross negligence.

**8.9** The relevant action shall in any case be time-barred one year from delivery, and the Buyer waives the right of recourse against the Seller for any warranty provided by the Buyer to consumers.

**8.10** The Seller's liability shall always be limited to cases of wilful misconduct or gross negligence of the Seller, it being understood that no provision of these GCS or of the Contract shall be construed as excluding or limiting in advance the liability for the Seller's wilful misconduct or gross negligence.

## **9. WITHDRAWAL AND FORCE MAJEURE**

**9.1** The Seller may withdraw from the Contract at any time: (a) in the event of a change of control (pursuant to art. 2359 of the Italian Civil Code) of the Buyer; (b) where the Buyer is subject to any insolvency or pre-insolvency proceedings (whatever the denomination used by the national legislator). In any case, the Seller's right to withdraw from or suspend the performance of the Contract shall remain unaffected if the Buyer's financial conditions are such as to jeopardise the achievement of what is owed by the Buyer, such as, e.g., in the event of outstanding debts or protests against the Buyer.

**9.2** The Seller shall not be liable for failure to perform any of its obligations if it proves that the failure is due to a force majeure event arising from circumstances beyond its control, and that it could not reasonably have been expected to foresee at the time of conclusion of the Contract or to avoid or overcome its consequences. If the force majeure event persists for more than 3 months, either party may withdraw from the Contract without notice and without charges to the Seller.

## **10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS ("IP Rights")**

**10.1** The Seller remains the exclusive owner (or, as the case may be, licensee) of the IP Rights relating to the products, whether or not they have been formally protected, and the Buyer shall not register or otherwise acquire, directly or indirectly, any related right (such as, e.g., a patent, trademark or domain name).

**10.2** The Seller is not aware that the products infringe third-party IP Rights but cannot warrant, and does not warrant, that the products do not infringe such third-party rights.

## **11. MISCELLANEOUS**

**11.1** The Italian version of these GCS shall prevail over versions in other languages.

**11.2** If any provision of these GCS or of the Contract (or part thereof) is invalid or unenforceable in any jurisdiction: (a) this shall not affect the validity and enforceability of such provision in other jurisdictions, nor the validity and enforceability of the remaining provisions (or of the remaining part of the provision in question) or the validity and enforceability of the GCS or the Contract as a whole; and (b) the invalid or unenforceable



provision shall be replaced by a valid and enforceable provision that reflects to the maximum extent permitted the essential purpose of the invalid or unenforceable provision.

## **12. GOVERNING LAW AND JURISDICTION**

**12.1** These GCS and the related Contracts shall be governed by Italian law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**12.2** All disputes arising out of or in connection with these GCS and the related Contracts shall be submitted to the exclusive jurisdiction of the Italian courts, with the exclusive venue being the Court of Rovereto (Italy).



## Particular Conditions of Sale for NDD

### TERMS AND CONDITIONS OF SALE

1. These Particular Conditions supplement the General Conditions of Sale ("**GCS**") available on the website [www.ninz.it](http://www.ninz.it) and accepted without limitation or reservation by the Buyers.

### PRODUCT OFFERED – PRODUCT SELECTION

1. The display on the Website of doors decorated with graphics (NDD = Ninz Digital Decor) (hereinafter "**NDD Products**") constitutes a mere graphic indication for the purposes of a possible Purchase Order Proposal.

2. The Buyer, once registered and after authentication with its own account in the dedicated NDD Products section, may proceed with the selection of the decorations to be printed, according to three methods:

- Using the decorations already shown in the Ninz Catalogue;
- Using images uploaded directly by the Buyer;
- Using images created through the IGN (Intelligence Generative Ninz) system.

**2.3** During the customisation phase of the doors to be purchased through the dedicated NDD Products section, the Buyer may select the chosen type and add the desired quantities to its shopping cart. Upon completion of the selection of the desired NDD Products, a screen will be displayed for sending the Purchase Order Proposal indicating the total costs and expenses. By selecting the "confirm" button, the Order Confirmation process will begin as already described in the NINZ Portal Terms of Use.

**2.4** Ninz S.p.A. reserves the right, at its sole discretion, not to process any Purchase Order Proposal. This may also occur where it considers that the graphic content received from the Buyer contains defamatory, violent or otherwise elements contrary to public order and morality or unlawful elements.

In the cases indicated above, Ninz S.p.A. shall inform the Buyer that the Purchase Order Proposal has not been accepted (in whole or in part) specifying the reasons therefor, and that the order is accordingly cancelled.

### STORAGE OF IMAGES AND DIGITAL CONTENT

**3.1** All files, images, logos, graphic content, digital materials and materials of any kind transmitted by the Customer to the Seller for the production of products remain the exclusive responsibility of the Customer.

The Seller assumes no obligation of storage, archiving or safekeeping thereof beyond the time strictly necessary to fulfil the order. After 30 (thirty) days from the date of production of the product to which such files relate, the Seller may proceed with their deletion from its systems without prior notice.

**3.2** Files, images or digital content created or produced by the Seller at the specific request of the Customer, including those possibly generated by artificial intelligence systems, are not subject to a permanent storage obligation.

For such content also, the maximum retention period is set at 30 (thirty) days from the date of production of the relevant product, after which the Seller may proceed with deletion without prior notice.

**3.3** The Customer acknowledges that, in the event of deletion, the files may be permanently unrecoverable and non-reproducible, even where originally created using artificial intelligence tools.

Excluded from these provisions are the Company's proprietary assets, such as catalogue images, institutional graphics, standard templates and files generated by artificial intelligence systems made available by the Company for general use. Such content



remains the exclusive property of the Seller and is governed by any applicable specific conditions of use.

## **BUYER'S LIABILITY**

**4.1** The Buyer is solely and exclusively responsible for the selection of content and images to be printed on the ordered NDD Products, as well as for obtaining the relevant authorisations for their reproduction, where necessary.

**4.2** The Buyer is solely responsible for all consequences of uploading the content and images to be reproduced. For the purposes of using the content uploaded by the Buyer, the latter warrants that it has verified and is in possession of the permits, licences, rights and/or authorisations necessary to upload such content to the dedicated NDD Products section and to use it for reproduction on NDD Products. The Buyer warrants that the images or their content do not infringe any copyright, trademark, patent or other intellectual property rights of third parties.

**4.3** Ninz S.p.A. disclaims all liability in relation to such content, its confidentiality, use, publication and/or dissemination.

**4.4** The Buyer therefore releases Ninz S.p.A. and undertakes to indemnify and hold it harmless, upon first demand, from any liability towards third parties who may claim infringement of intellectual property rights, damage to image, honour, dignity, moral integrity or any pecuniary and non-pecuniary damage resulting from the printing of the images and content uploaded by the Buyer, as well as resulting from the use of personal information and/or the receipt of the Products by the recipients of the service.

## **SPECIFIC CHARACTERISTICS**

**5.1** The Buyer acknowledges and accepts that colour and/or image positioning differences may occur between two or more orders (including with respect to previous orders) as well as between the products supplied and those shown in catalogues, samples, digital media, or with respect to files, images, samples, or technical specifications provided by the Buyer itself.

Such differences shall not under any circumstances constitute grounds for complaint, refusal of goods, request for replacement, price reduction or termination of the Contract.

**5.2** Unless otherwise provided by these Particular Conditions, the sale of Ninz S.p.A. products, including the products covered by this section, is subject to the General Conditions of Sale.

### **Unfair Terms – General Conditions of Sale:**

2.1 (Exclusion of Consumer Code); 2.2 (Irrevocability of the Purchase Order Proposal); 2.3 (Conclusion of Contract); 2.5 (Buyer's Liability); 3.1 (Sale Price); 4.1 (Place of Payment); 4.2 (Default Interest); 4.3 (Consequences of Non-Payment); 4.4 (Credit Risk Coverage); 4.6 (Solve et Repete); 4.7 (Penalties); 5.1 and 5.2 (Retention of Title); 6.2 (Transfer of Risk); 6.4 (Delivery Date); 6.5 and 6.6 (Consequences of Failure/Late Acceptance of Delivery and Contract Termination); 7.1 (Documentation Delivery); 7.4 (Limitation or Compliance with Legal Requirements); 8.2 (Applicability of Warranty); 8.3 (Inapplicability of the Non-Performance Defence); 8.4 (Time Limits for Reporting Defects); 8.5 (Return of Products Affected by Defects); 8.7 (Charges Borne by the Buyer); 8.8 (Limitation of Remedy); 8.9 (Waiver of Warranty Recourse); 9.1 (Unilateral Withdrawal); 9.2 (Withdrawal upon Expiry of Force Majeure Time Limit); 10.2 (IP Limitations); 12.1 (Governing Law); 12.2 (Jurisdiction).

### **Unfair Terms – Particular Conditions of Sale for NDD:**



2.4 (Right to Refuse Purchase Order Proposal); 3.1 (Image Storage); 4.1 and 4.2 (Exclusive Liability of the Buyer); 4.3 (Exclusion of NINZ Liability); 4.4 (Release and Indemnification); 5.1 (Image and Positioning Differences).