

General Terms and Conditions of Sale

— within eight days after he has discovered it or ought to have discovered it and, in any event, within two months from the date on which the goods were actually handed over to Purchaser. ARPER shall repair or replace free of charge any non-conforming goods; ARPER shall bear no further liability whatsoever. Neither return of goods, nor price reduction is allowed unless authorized in writing by ARPER.

7 Warranty

Subject to the provisions therein, ARPER shall guarantee that their goods will maintain their characteristics for a period of five years (reduced to two for electric/electronic components) from the date of delivery as per section 3 above,

Any extension of this guarantee period shall be against a surcharge, to be agreed between the parties.

The present warranty shall not apply to:

- any component supplied by Purchaser, or by a third party upon Purchaser's request;
- goods whose price is not fully paid.

The present warranty shall not apply to alterations caused by:

- normal wear and tear;
- imperfections, changes, and normal tolerances of natural materials and fibres (covers loss of elasticity included);
- assembling, utilization, or maintenance not conforming to indications as per relevant Products Sheet (e.g. stacking without proper stacking pad);
- abnormal, not previously agreed upon utilization (e.g. in unusual environmental conditions, or task chairs utilized more than 8 hours/day for 220 days a year);
- user's reckless behavior (e.g. scratches, or coloring due to user's clothes such as blue denim, or metal studs).

A request for warranty intervention is to be filed in accordance with the procedure set by ARPER, and ARPER is to be granted access to any claimed goods.

In all cases where the present guarantee applies, ARPER shall at its option either:

- (i) replace the guaranteed goods. Should the goods be guaranteed for more than two years, Purchaser shall pay a contribution of 40%, 60%, or 80% of their original purchase price, if intervention is requested respectively in the 3rd, 4th, or 5th year; or
- (ii) (ii) to pay Purchaser a compensation equal to the purchase price. Should the goods be guaranteed for more than two years, said compensation shall be reduced to 60%, 40%, and 20% of their purchase price, if intervention is requested respectively in the 3rd, 4th, or 5th year.

ARPER shall bear no further liability. Purchaser shall waive any right of redress against ARPER deriving from Purchaser's liability towards a consumer.

8 Manufacturer's liability

The Purchaser is obliged to inform their customers and other individuals further down the goods distribution chain of the usage characteristics of these goods in order to minimize the risk of improper use which might expose ARPER to claims under manufacturer's liability. Failing this, the Purchaser shall exonerate ARPER from any liability.

9 ARPER's intellectual and industrial property rights

Any of ARPER's production and/or commercial technology, whether patented or not, which is not in the public domain and which comes to the knowledge of the Purchaser shall be treated by the latter as confidential and shall not be used or divulged in any way without written permission from ARPER. The Purchaser is required not to register or use distinctive marks that are similar or identical to those used by ARPER.

10 Disputes and applicable rules

DISPUTES. Any disputes relating to either this GTCs, and any transactions governed by it shall the same be finally settled in compliance with the QUADRA ADR Rules (www.adrquadra.com). Notwithstanding the above, ARPER shall be entitled to address either the Treviso court, or the competent court in the Purchaser's jurisdiction in order to obtain an ex parte payment order in respect of any unpaid supplied goods.

RULES. For anything not specified herein, the Vienna 1980 Convention on International Sale of Goods and, subordinately, the Unidroit Principles on International Commercial Contracts (latest version) shall apply.

N.B. Purchaser acknowledges that ARPER has adopted, and implemented a scheme for its organization, management, and control ("Model 231") in compliance with legislative decree no. 231 of June 8th, 2001. Purchaser declares to have read and fully understood the Ethical Code and the Model 231 as available in ARPER website (www.arper.com) and hereby declares to comply with the principles and content therein.