

## General Terms and Conditions of Supply

### 1. Applicability of the general conditions - Formation of the contract.

These general contract conditions (hereinafter referred to as the "General Conditions"), unless expressly derogated in writing, form an integral part of all sales contracts concluded by LeComfort s.r.l., in Italy and abroad.

These General Conditions are fully agreed upon by the customer at the time of placing the order or, in any case, at the time of its acceptance, utilizing the methods indicated below.

Each contract is to be considered concluded at the moment the customer receives the written order confirmation from LeComfort s.r.l.. In the event that the customer receives a written order confirmation containing terms and conditions different from the order itself from LeComfort s.r.l., the contract is considered concluded after 2 (two) working days from the receipt of such order confirmation by the customer, provided the latter has made no written objections.

It is also possible to download these General Conditions in PDF format on our website [Lecomfort.it/condizionigenerali](http://Lecomfort.it/condizionigenerali)

### 2. Prices, payment terms, default interest, price modification, payment and recourse

If a model is upholstered with coordinated fabrics of different categories, product deliveries will be made according to the "Delivered Duty Paid" (DDP) formula.

The prices indicated by LeComfort s.r.l. in the respective offer or order confirmation will apply to each contract, or in their absence, the prices listed at the time of placing the order will be adopted.

In the case of two-tone finishes (shell-cushioning), a price increase of 10% (ten) compared to the highest category of materials used will be applied.

If a model is upholstered with coordinated fabrics of different categories, the price of the higher category will be applied.

Prices are in EURO, excluding VAT, and must be paid in this currency.

If it is not possible to accommodate the delivery of feet, fabrics, cushions with the delivery of a sofa, a bed, or an armchair, the customer will be charged for the additional transportation costs.

Payment terms will be expressly indicated in the order confirmation. In case of late payment, default interest will be applied on the amounts still outstanding at the rate provided by Legislative Decree 231/2002 and subsequent amendments.

LeComfort s.r.l. reserves the right to modify prices at any time. However, any changes to the prices of products will not affect any orders which customers have already placed.

Any possible dispute or complaint by the customer concerning defects, deficiencies, non-conformities of the products, or delays in their delivery shall not, under any circumstances, authorize the customer to withhold or delay payments or to offset debts with any possible credits. The customer cannot initiate or continue actions against LeComfort s.r.l. unless they have fully paid the price within the contractually agreed upon terms.

### 3. Specifications, catalogs, order and technical documentation, drawings; washing and cleaning instructions

All technical data, measurements, texts, drawings, and figures regarding the products, as shown on LeComfort s.r.l.'s website, in brochures, catalogs, order documents, technical documentation, and other materials are for general informational use only.

The dimensions of sofas, being products with elastic padding, may vary within the limits of (+/-) 2/3 (two/three) centimeters.

The sample colors of fabrics and leathers are to be considered indicative, as it is technically impossible to obtain the same color shade for the same item from one batch to another.

Leather goods may have small surface imperfections. These are natural indications of real leather that guarantee the authenticity of the material itself. For cleaning leather upholstery, water and mild soap are the only recommended cleaning products. The use of any kind of chemical agents is strictly prohibited.

For washable fabrics, dry cleaning is recommended.

For washing fabric covers, always covering the male Velcro with female Velcro to prevent damage to the fabric during washing is important. LeComfort s.r.l. is not liable for any damage to fabrics due to inadequately covered male Velcro.

The surface of upholstered furniture may experience color transfer due to certain dyes used in clothing and accessories (e.g., jeans).

This phenomenon increases in areas that experience high humidity or high temperatures.

The company assumes no responsibility in case of color transfer.

### 4. Delivery time, exemption of liability for delay, partial deliveries, suspension or interruption of deliveries.

Deliveries are made within the terms indicated in the order confirmation. These terms also take into account the availability of materials at the time of the offer and/or order confirmation. The delivery terms (or dates) indicated by LeComfort s.r.l. in the order confirmation are for general informational purposes and are not binding.

The delivery term starts from the conclusion of the contract, provided that all formalities required and obligations of the customer for the execution of the contract have been fulfilled. In particular, the delivery term starts provided that the customer has made all applicable payments and any deposits required for the new order.

LeComfort s.r.l. reserves the prerogative to execute partial deliveries with no implication of entitlement for the customer to seek compensation for any associated damages or losses.

The non-payment, delayed payment, or partial payment upon expiration of an invoice or debit note from LeComfort s.r.l., events negatively impacting the financial situation of the customer, or any other fact constituting non-performance by the customer will result in the customer's forfeiture of the agreed payment terms for products.

### 5. Traceability, retention of ownership.

Where necessary, product traceability is ensured through the information provided on the label on the packaging or wrapping.

The products remain the property of LeComfort s.r.l. until full payment of the price has been made.

### 6. Inspection, complaints.

The customer is required to inspect the products upon delivery as required by law.

Any visual defects, deficiencies, or non-conformities must be reported by the customer immediately or at maximum within 8 (eight) days from receipt of the products, or in case of non-apparent defects, deficiencies, or non-conformities, upon their discovery.

Unless expressly indicated otherwise, the statutory prescription and forfeiture periods apply.

### 7. Modifications, variations, and limitation of liability.

LeComfort s.r.l., concerning orders and requested supplies, declares that any modification to the models must be requested at the time of placing the order and before its acceptance. LeComfort s.r.l. reserves the right to accept requests for modifications to standard elements.

Any modifications are accepted only if they have minimal impact on the value of the goods, and in any case, up to a maximum value of 40% (forty), and do not alter the nature of the product.

In this case, the sales prices are increased by up to 40% (forty), with a quote communicated. The same is considered tacitly accepted after 24 hours from sending or if signed. Delivery terms are not less than 6 weeks.

Changes in seat rigidity are possible upon customer request at the time of ordering. In this case, prices are increased by 10% (ten).

In the case of a sofa or any other item listed which is upholstered with customer fabric, any remaining fabric will not be returned.

In case of improper use or if non-compliant solutions are adopted during installation and assembly, LeComfort is exempt from any liability and must be indemnified by the customer from any claims as they are independent of LeComfort s.r.l..

### 8. Cancellations, withdrawal - Consequences of termination of the contractual relationship

Any cancellations by the customer, in whole or in part, of the order confirmed by LeComfort s.r.l., are not effective unless previously authorized, or subsequently accepted, in writing by LeComfort s.r.l..

### 9. Applicable law - Jurisdiction - Language

The sales contract between the Customer and Le Comfort srl is deemed concluded in Italy and governed by Italian law.

For the resolution of civil and criminal disputes arising from the conclusion of this distance selling contract, territorial jurisdiction lies exclusively with the Court of Pordenone.

### 10. Service changes or condition variations

LeComfort s.r.l. reserves the right to modify Services, policies, these General Conditions, and the terms of service at any time to offer new products or services or to comply with legal and regulatory provisions.

If any provision of these conditions is deemed invalid, void, or for any reason unenforceable, such provision shall not affect the validity and enforceability of the other provisions.