

Terms and Conditions of Sale

1. PRODUCT AND PRICE LIST

The prices herein are given in euros (€) and are retail prices excluding VAT.

Battistella Spa does not accept any responsibility for misprints and/or mistakes in describing the characteristics of the products.

The dimensions featured herein are nominal and are given in centimetres.

Each new price list supersedes all previous editions.

2. TECHNICAL CHANGES

The technical specifications herein are indicative and **Battistella Spa** reserves the right to alter them at any time and make improvements or changes, in its sole discretion, with a view to achieving better product quality.

3. ORDERS AND DELIVERIES

Battistella Spa reserves the right, in its sole discretion, to not accept orders from customers that are not in line with the company's instructions.

The terms of delivery given on the order confirmation are indicative and expressed in working days. No damages can be claimed in the event of delays, suspensions or cancellations of deliveries.

Orders may only be changed or cancelled within one week of their receipt: this also applies to partial changes. The value of the goods will be charged should orders be cancelled when the goods are already in production and/or ready to be delivered.

The goods are delivered free to your warehouse unless a business agreement states otherwise.

4. TERMS OF PAYMENT

The terms of payment are the terms indicated on the order confirmation according to the contractual arrangements made with the Customer.

In the event of non-payment or delayed payment, partial or otherwise, **Battistella Spa** shall be entitled to stop or cancel any orders or deliveries in progress.

5. CLAIMS AND COMPLAINTS

Delivery by the carrier and receipt of the goods without complaint constitutes evidence that the goods delivered precisely match the goods ordered.

Any discrepancies must be detected by the customer when the goods are in the process of being handed over and must be reported in writing to the carrier, otherwise the complaint cannot be accepted.

Any complaints about the quality of products must be submitted in writing to **Battistella Spa** within eight days of receiving the goods or the complaint cannot be accepted.

6. WARRANTY

In the event of defects in the goods attributable to **Battistella Spa**, the relevant current European regulations shall apply.

The company disclaims all responsibility regarding assembly of the products.

Battistella Spa disclaims liability for damage resulting from failure to comply with the assembly instructions and/or from incorrect installation.

7. Installation and safety.

The product comes with technical information on assembly and installation. The instructions and warnings provided by the manufacturer must be strictly adhered to if the product is to be installed correctly and safe to use. **Battistella spa** is in no way liable in the event of failure by the installer tasked by the customer or the end consumer to comply with assembly and installation instructions and warnings, or to carry out the work properly.

8. CHANGES IN SHADE AND COLOUR

Wood, lacquered colours, fabrics, leather and other materials can be susceptible to colour change over time: if you wish to purchase items at a later date to add to your original order, any such variation cannot be cause for complaint.

9. RETURNS

Returns of goods will not be accepted unless authorized beforehand in writing by **Battistella Spa**, who shall be entitled to inspect the goods in each case.

Under no circumstances can we accept returns of cut-to-size products.

Approved returns shall be made on a carriage paid basis and the refund you are entitled to shall be the invoice price minus any amount for deterioration or damage to the materials returned that cannot be attributed to **Battistella Spa** resulting from transport, packaging, handling of the products or use thereof.

10. RESERVATION OF OWNERSHIP CLAUSE

Ownership of the goods shall be retained by **Battistella Spa** until the price has been paid in full, even if further work is done on the products after delivery.

The purchaser is authorized to sell the goods to third parties as part of its normal business, but in this event, however, it is understood that any payments due to the original purchaser are automatically payable to **Battistella Spa** until the goods are fully paid for.

In the event of non-payment, **Battistella Spa** will be entitled, in its absolute discretion, to invoke the reservation of ownership clause and have the goods returned, charging the customer all costs and expenses associated with their disassembly, transport and return, with it being understood that **Battistella Spa** will still be entitled to claim for further damages.

11. APPLICABLE LAW AND JURISDICTION

The sale contract is governed solely by the laws of Italy.

The parties submit to the exclusive jurisdiction of the Italian Court, more specifically the Court of Treviso, for the purpose of any dispute arising out of or in connection with the sale contract and, in general, business conducted with **Battistella Spa**.

12. PRIVACY POLICY

For the intents and purposes of the Italian Privacy Act (D.Lgs.) 196/03 and EU Regulation no. 2016/679 – General Data Protection Regulation – **Battistella Spa** hereby declares that personal customer data in any way associated with their dealings with **Battistella Spa** shall be processed in compliance with legal obligations and only for the purpose of fulfilling contractual obligations.

Said data may be shared with third parties if and when required for the performance of the contracts themselves.