

GENERAL CONDITIONS OF SALE

(a version of 09.03.2022)

"Tecnotelai srl"

(applicable only to Business to Consumers Contract of sales effectuated through the Web site www.unicalluxury.com)

TECNOTELAI srl

(VAT IT 00588341206, Registry of Companies' registration number BO 02546520376), with legal office in Via Bonazzi, 4, 40013 Castel Maggiore BO – Italy.

(Customer Service telephone number +39 051 0930634 e-mail info@unicalluxury.com.)

Informs

that it is possible for Consumers to buy the products illustrated through the website (hereunder indicated as the Website), in the Collections Section.

The Website provides the information required by the Consumer Code on the characteristics of all products and their packaging, on the delivery times of each of them, as well as for the so-called remote contracts.

The consultation of the Website by the Buyer allows the knowledge of the information published therein and implies the consent to the use of the digital format for all agreements or documents relating to the sale and purchase of the products and/or services offered, without any need for papery support.

1. DEFINITIONS

In these General Conditions of Sale, the following words and expressions, unless the context requires a different interpretation, will have the following meaning:

- "Seller" refers to refers to "TECNOTELAI srl", with its registered office in Via Bonazzi, 4, 40013 Castel Maggiore BO – Italy;
- "Buyer" refers to any person who intends to purchase Products through the website of the Seller, identified as a person acting for purposes which are outside their trade and/or business, the purchase order is received from.
- "Website" refers to the website unicalluxury.com (hereunder indicated as the Website), where is possible to buy the products illustrated through the Website.
- "Contract" refers to any sales contract resulting from the completion of the purchase procedure provided on the Website, regulated by these General Condition of Sale as well as the Italian and EU rules on electronic commerce.
- "Consumer Code" refers to the Legislative Decree 206/2005;
- "Products" refer to any product purchased by the Buyer through the Website.
- "Customized Products" refers to any product having one or more details different than product features as reported in the product datasheet or not in assortment, appositely designed and/or engineered for the Buyer and regulated by further specific condition that Parties will separately agree;
- "Services" refers to the purchase of a series of services, as no exhaustive example the installation, by personnel equipped with the necessary qualifications.

2. GENERAL NOTES

2.1 These General Condition of Sale exclusively apply to the remote online sale of the products offered on the Website where there is a button to press to submit the order.

2.2. The Seller is constantly responsible for updating the Website and its contents. In the event of changes to the present General Condition of Sale, the contractual rules published on the Website at the time the order is placed are applied to the purchase order made by the Buyer. The Website provides the information required by the Consumer Code on the characteristics of all products and their packaging, on the delivery times of each of them, as well as for the so-called remote contracts.

2.3. The consultation of the Website by the Buyer allows the knowledge of the information published therein and implies the consent to the use of the digital format for all deeds, agreements or documents relating to the sale and purchase of the products offered, without any need for papery support.

3. OFFER TO THE PUBLIC AND BUYER'S ORDER

3.1. The products with their prices, as indicated on the Website, are offered to the public, in accordance with the methods specified in this General Condition of Sale and on the Website. The contractual provisions related to this offer apply only to purchases made through the Website. The purchase orders must be made online following the procedure on the Website. The order is considered as sent to the Seller after the Buyer has:

1. a) correctly completed all the mandatory fields in the order form/procedure published online;
2. b) clicked the button to send the order.

3.2. Any errors made when inserting the data can be corrected, before clicking the "end shopping and pay" button, modifying the content of the fields that have been filled in, or after clicking the "end shopping and pay" button, informing the Seller, through the e-mail address info@unicalluxury.com, no later than 24 hours from sending the order.

3.3. When making the order, the Buyer undertakes to communicate, via e-mail to the Seller's address, any impediments or issues that may occur making it difficult or impossible to deliver the goods, committing to solving them as soon as possible. Otherwise the Buyer will be charged all costs deriving from any omissions or mistakes.

4. PRICES AND COSTS

4.1. All prices of Products and Services offered on the Website are inclusive of taxes (VAT) .

4.2. All costs borne by the Buyer are indicated on the Website. The delivery of the goods and all the expenses that are not specifically charged to the Buyer are intended as always borne by the Seller except if otherwise agreed upon.

4.3. The price indicated on the Website, upon sending the order, is applied to the products without detecting previous offers or any subsequent price changes.

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5. CONCLUSION OF THE CONTRACT

5.1. The Contract will be considered concluded between Seller and Buyer upon receipt of the order by the Seller.

5.2. Within 24 (twenty-four) hours from receiving the order, the Seller will send a receipt (Order's Confirmation) to the Buyer with a summary of the contractual rules applicable to the Contract, the information on the essential characteristics of the Products or any Service and the detailed indication of the relative prices, the means of payment, the conditions of the withdrawal, the delivery costs and the applicable taxes (hereunder, Confirmation of the order). For this purpose, the Seller will use the email address indicated by the Buyer when making the order, declining any responsibility in case of wrong address.

5.3. The Buyer is held to verify that the correctness of the data indicated and communicate any corrections to the Seller within 24 hours from receipt of the order Confirmation.

5.4. Should there be occasional non-availability of the Products present on the Site and chosen by the Buyer, the Seller will inform the Buyer within 24 (twenty-four) hours from receiving the order. In this case, the Buyer can replace the ordered Product with another one that is available, agreeing upon any change in price and delivery terms, or alternatively obtain that the order is cancelled without enduring any other burdens, even economic.

6. DESCRIPTIONS OF PRODUCTS MADE AVAILABLE BY THE SELLER

6.1. The data sheets for the products offered on the Website are valid between the Seller and the Buyer, while the images published therein are indicative.

6.2. The purchased Products must comply with the description given by the Seller and have the qualities that the latter presented to the Buyer, with the technical sheets illustrated in the Website, taking into account that slight differences or colour dyads are tolerated for natural products (wood, hides, leather, marbles, glass, metal, stones) which in no case can be considered as defects of the Products.

7. DELIVERY AND SERVICES

7.1. The delivery date is summarized by the Seller in the Order Confirmation.

7.2. If the Buyer or Seller needs to change this date, they can do so only once, free of charge and without penalties or additional costs, by communicating in writing any costs resulting from their choice of changing the delivery date.

7.3. The Seller and the Buyer are not liable for the delay in delivery, should this be due to force majeure or fortuitous events. In these situations, the Seller will promptly communicate a new term to the Buyer within which he will deliver the goods and shall make every reasonable effort to fulfil the obligations. The Buyer can obtain information on the progress of the execution of the Contract all times by contacting the Seller's Customer Service at the phone number/email address indicated in these General Condition of Sale and/or in the Website and/or in the Order Confirmation.

7.4. Delivery of purchased Products is provided by Seller's courier service selected by the Seller (hereinafter, "Courier"). Unless the Buyer has purchased the additional services of "delivery at floor" or "installation's service", the delivery is intended to the address of the Buyer indicated at the moment of the Order. At the time of delivery of the purchased Products by the Courier, the Buyer (or a nominated representative) is required to verify:

- (i) that the number of items being delivered corresponds to that indicated on the delivery note; *and*
- (ii) that the packaging and its seals are intact, undamaged, not wet or altered in any manner.

Any damages to the packaging and/or the Product, or discrepancies in the number of items or documentation must be immediately indicated in writing on the Courier's delivery note. Once the Courier's document has been signed and no objection has been raised by Buyer, Buyer may not make any objection to the exterior characteristics of the delivered Products.

7.5. If the Buyer request the "Delivery at floor" service, the Seller's service provider will delivery the purchased Products at the floor indicated by the Buyer at the moment of the order. At the moment of the order Buyer shall indicate the exact floor of delivery and if the building is served by lift or not.

7.6. If the Buyer request the "installation service" Buyer shall take into account the following:

- (i) The Product installation is provided by a Seller's service provider.
- (ii) The service provider will only assemble the Products for which the service was booked.

(iii) It is Buyer's responsibility to make sure that the service provider is able to carry out the installation of Products correctly, safely, on time and in full:

- Make sure that the room in which the service provider will install the Products is clean, dry, level, well-ventilated and well-lit, with sufficient space for the product assembler to work in.
- The service provider must be able to work in the space safely.

(c) Buyer (or a nominated representative) must be present while the installation of Products is carried out.

(iv) If one or more of the above requirements are not met, the service provider will be under no obligation to carry out the installation service.

(v) Any parking fees are at Buyer's expense.

8. **VICES, ANOMALIES, AND CONFORMITY FAULTS**

8.1. Upon delivery, the Buyer checks that the Products are actually the products that was ordered and that the packaging is intact. In case of evident anomalies, evident faults and defects of the delivered Products or of the packaging (for example: scratches, stains, dents), errors in the Products or in its quantity, the Buyer shall note the anomaly on the transport documents, or anyhow, shall notice the Seller promptly, through the contacts indicated in these General Condition of Sale and/or in the Website and/or in the Order Confirmation.

9. **GUARANTEE**

9.1. The provisions of the Consumer Code regarding the conformity guarantee of the Products sold apply to the Contract. In particular, the Buyer has the right, without sustain further costs, to restore the conformity of the purchased products by means of repair or replacement by the Seller. For this purpose, the Buyer must communicate the conformity fault/defects to the Seller within 2 (two) months from the date of discovery.

9.2. The legal guarantee of conformity covers faults that occur within 2 (two) years after delivery, including those deriving from the imperfect installation and assembly made by or on behalf of the Seller as required by the Consumer Code.

9.3. The specific conditions of the Legal Guarantee of Conformity are downloadable to the following link: <https://unicalluxury.com/legal-guarantee-page>

10. **WITHDRAWAL RIGHT**

10.1. In any case, the Buyer can withdraw from the Contract for any reason, without explanation and without any penalty, within 14 (fourteen) days from the day in which the last Product purchased is received, for all products purchased or for some of them, by notifying the Seller before the deadline has expired. For this purpose, Buyer will communicate its decision to withdraw and sends it to the following e-mail address: info@unicalluxury.com.

10.2. Within 14 (fourteen) days from the date of the withdrawal, the Buyer must return the purchased Products subject to withdrawal by delivering it or sending it to the following e-mail address: info@unicalluxury.com.

10.3. The transport costs related to returning the Products subject to withdrawal are charged to the Buyer who is fully liable for their return. Before returning the goods, the Buyer must ensure that these products are intact and in a normal state of conservation, as well as inserted in their original packaging, reasonably intact, complete in all parts (including packaging and additional documentation).

10.4. The Seller will reimburse all payments received from the Buyer in fulfillment of the Contract, without undue delay and in any case within 14 (fourteen) days from the date on which Seller is informed of the Buyer's decision to withdraw from the Contract.

10.5. The Seller reserves the right to withhold the reimbursement, unless offering the possibility to collect the Products in person, until he has received the Products in order to carry out the verification in terms of conformity and integrity of the returned products, or until the Buyer has proven that the Products have been returned (depending on which situation occurs first).

10.6. In case of Customized Products the Buyer shall not be entitled to exercise the withdrawal right and consequently return Products .

11. **APPLICABLE LAW AND RESOLUTION OF DISPUTES**

11.1 This Agreement is regulated by the Italian law, without prejudice to any mandatory applicable law in the Buyer's Country .

11.2. A European Platform for Online Dispute resolution is provided for extrajudicial Consumer customer disputes (ODR platform). The ODR platform is accessible at the following link: <https://ec.europa.eu/consumers/odr/>

11.3 For any disputes the exclusive competent court is that of the place of residence or domicile of the consumer. In any case, except for the mandatory provisions enforced in the Buyer's Country of residence.

12. **NON- WAIVER**

12.1. Failure by the Seller to solicit compliance by the Buyer with the terms provided in these General Condition of Sale, as well as any by the Seller in order to enforce its rights, shall not be considered as a waiver by the Seller and shall not prevent the Seller from enforcing such rights at any time.

13. **PRIVACY AND DATA PROTECTION**

Concerning Data processed in connection with Customer orders, Seller's Policy Privacy is applicable and is available at the following link:

<https://unicaluxury.com/privacy-policy>