

## **SALES CONDITIONS**

### **General**

Orders are accepted subject to manufacturer's approval (MLE). The Products are sold on a conditional basis in favor of MLE, and ownership therefore passes to the Buyer only upon its full payment. The Buyer assumes the risk, however, from the moment of consignment. The loss or destruction of the products for any reason not attributable to MLE, shall not release the Buyer from its obligation to settle payment, even if the Products are not actually delivered.

### **Price and Transportation**

Any new price list cancels and substitutes any previous one. The prices included in this price list are subject to the following terms and conditions:

Minimum order amount €200 for Italy €1500 for all the other countries. Ex works prices. Prices indicated do not include V.A.T. and installation costs. Any special conditions must be agreed upon and authorized by MLE in writing. MLE shall not be held responsible for any damage or loss during transportation, even in the event of prepaid transportation. The Buyer is responsible for checking conditions of goods upon delivery and any complaint shall be made directly to the carrier.

### **Delivery**

Delivery terms mentioned in the orders shall not be binding for MLE and the Buyer is not entitled to demand any penalty or to terminate the contract in the event of any disputes. In the event of force majeure (without prejudice to the generality of the foregoing: strike, fire, lack of raw material, etc.), MLE reserves the right to terminate the contract without any liability for damages.

### **Payment**

Payment shall be made by the Buyer, as indicated in the order accepted by MLE, and shall be addressed exclusively to MLE, at its HQ's in Italy.

Acceptance on the part of MLE of drafts or ordered commercial bills shall contain the clause "under reserve". In the event of delayed payments, MLE shall be entitled to receive interest at the current Italian Bank prime rate, plus 3 points.

### **Warranty and Claims**

MLE Products are fully guaranteed for a period of 12 months, from the date of delivery, to cover all possible manufacturing defects in the materials used. The warranty does not include defects caused by the Buyer or the installer, by any natural force (lightning, fire, etc.), or any damages caused as a result of an improper use of the products. Light bulbs are not covered by warranty.

Defective Products must be returned after MLE's written approval, within 8 days and in their original packing delivered on pallets.

### **Disputes**

Any dispute arising between MLE and the Buyer shall be referred to the jurisdiction of the Court of Florence, Italy.

### **No Russia Clause**

(1) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraph (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of [XX%] of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) or (3) within two weeks of the simple request of such information.