

## TERMS & CONDITIONS OF SALE

The Terms & Conditions stated herein apply to the sales of all products by Triva Group, SA – FRATO. Any terms and conditions stated in any purchase order submitted by the customer ('Customer') shall be disregarded and these Terms & Conditions shall govern all orders placed with FRATO by the Customer. FRATO hereby rejects any terms and conditions appearing in a purchase order submitted by the Customer that are in addition to the Terms & Conditions stated herein. Any such additional terms and conditions shall not be a part of the agreement and shall not be binding on FRATO.

### 1. QUOTATIONS

Unless otherwise stated, all FRATO quotations are authorised for a period of sixty (60) days from the date of issue. All quotations of product prices shall be Ex-Works Maia, Portugal. All shipping and insurance costs will be the responsibility of the Customer.

### 2. PRICES

Prices are subject to change. FRATO reserves the right, without prior notice, to discontinue products or change the specifications and prices of products. Prices always refer to a single unit and are Ex-Works Maia, Portugal. All pricing is determined by qualification of the Customer. Packaging is included in our price; however, if the Customer requires specific packaging, it will be charged accordingly.

### 3. SALES ORDERS

Unless otherwise specified, no FRATO product will be shipped until the Customer has submitted a written purchase order. Order Confirmations shall state: the sales order number; the FRATO products ordered, including model numbers, if applicable; quantity; approximate shipping date; billing address; product prices; and payment terms. FRATO will issue an invoice to the Customer upon shipment of the products to the Customer.

### 4. PAYMENT TERMS

Payment terms are set forth on the Order Confirmation. Unless agreed previously, this consists of a 40% down payment on the whole order upon Order Confirmation, and a 60% balance payment for the whole order before shipment. Unless otherwise specified, payments shall be made in euros by wire transfer.

### 5. DELIVERY DATE

Any date of delivery is an approximation of the date of delivery, not a guarantee of the exact delivery date.

## 6. CANCELLATIONS

The Customer's Order Confirmation is not subject to cancellation, changes or reductions in amount, or suspension of deliveries once the order and down payment have been confirmed.

## 7. FINISHING DETAILS AMENDMENTS

Alterations, amendments or any corrections made after issue of the Order Confirmation need to be confirmed in writing by FRATO customer representatives.

## 8. ERRORS OR OMISSIONS

Mistakes or omissions in any FRATO quotation, acceptance, packing list or other document shall be subject to correction at FRATO's discretion.

## 9. FINISHING CHOICES

All materials are chosen by the Customer prior to Order Confirmation. FRATO engages as the producer of a choice made by the Customer. References, sizes, details and all specifications should be confirmed by the Customer prior to Order Confirmation.

## 10. VARIATIONS

Please note that there may be variations in shade due to the natural derivation of woods, stones, leather and fabric materials. Digital or printed image colours can also diverge slightly from the originals.

In the same way, minor size variations within commercial tolerance may occur. It is the Customer's responsibility to consider these possible variations prior to Order Confirmation.

## 11. CUSTOMER'S DUTIES AND RESPONSIBILITIES

By accepting delivery of any FRATO product, the Customer agrees to use that product only for its intended function as furniture, including furniture for resale. The Customer accepts, without limitation, all risk of injury, damage or otherwise arising out of any use other than the intended function of a FRATO product.

## 12. INSPECTION AND ACCEPTANCE OF PRODUCT

The Customer shall notify FRATO's Customer Service department within forty-eight (48) hours of receipt of a FRATO product of any defect or deficiency therein, including questions regarding the Order Confirmation, mis-shipments or a lost or damaged shipment.

Failure to provide such notice to FRATO shall be deemed acceptance of such FRATO products as complete and satisfactory to the Customer. Therefore, it is incumbent on the Customer to inspect the product at the time of arrival, and to note all damages or possible concealed damages before signing the delivery note. If the

product arrives damaged, please contact FRATO within the 48-hour timeframe, providing pictures and details of the damages in written form. All defective products that are returned to us must be shipped in the original containers with original packing material.

If a Customer refuses a product, the Customer must advise FRATO of such refusal in writing within 48 hours of receipt of such product and will return the product to FRATO in the original condition and packaging, otherwise the Customer shall be deemed to have accepted the product.

In the event of a problem with a shipment, the Customer should alert FRATO to any such problems so that the parties have opportunity to address any concerns and amicably reach a solution.

FRATO appreciates the exercise of common business courtesy by the Customer.

### 13. FREIGHT AND RISK OF LOSS

All products are carefully packed and inspected prior to shipment. The refusal of damaged merchandise does not relieve the Customer of responsibility for the payment of goods.

FRATO provides an Ex-works service and is not responsible for any loss or damage in transit. Upon request, FRATO may assist clients with transport details but is not responsible for a carrier's performance. Shall that be the case, delivery of goods is made door-to-door on ground floors only. For exports outside the European Union, shipment will be on a port-to-port basis. It is the Customer's responsibility to inform FRATO of all required documentation for customs clearance, upon Order Confirmation. FRATO will assist clients with these documents for an added cost. The Customer will be responsible for all shipping costs, including the cost of insurance for shipping the products.

Risk of loss shall pass to the Customer upon delivery by FRATO to the carrier. FRATO will provide proper cooperation should the Customer assert a claim against any carrier or insurance company to recover the cost of any product lost in transit. Claims for freight damage must be made within 48 hours of the receipt of goods. Digital photographs of damaged goods and boxes/crates will be required. All damaged crates/packaging shall remain in place until the claim with the carrier is settled. A signed delivery note must be presented upon the claim's submission.

A signature of receipt by the Customer's agent or employee constitutes full acceptance of all packages stated on the bill of lading or electronic clipboard in as is condition. FRATO is not liable for any delay in shipment for any cause, nor shall any delay entitle the Customer to cancel any order after its shipment.

### 14. CLAIMS, RETURNS AND EXCHANGE POLICY

The Customer is not entitled to return products without FRATO's written approval.

FRATO takes all possible measures to ensure orders are shipped and arrive in the best possible condition. In case of damages in the Customer's location, it is the Customer's responsibility to keep the packaging, provide all necessary claim materials and prepare the product to be collected.

All defective product must be returned in the original packing material. FRATO will only allow the return by the Customer and the replacement of manufacturing defective products. In case of proven manufacturing defect, replacement parts or fixing will be provided free of charge. FRATO does not issue cash refunds. Shipping charges are non-refundable. FRATO is not responsible for the damages caused by a freight company.

FRATO does not accept or praise charge-back, debits, returns, offsets, deductions or claims without our express written consent.

#### 15. STORAGE

Unless stated otherwise in writing, after Order Completion the Customer is obliged to make the final payment and shipment will take place as soon as there are freighters availability. FRATO will not assure storage of any purchased goods. At FRATO's discretion, further expenses will be undertaken by the Customer in case there is no collection/availability to have the merchandise dispatched.

#### 16. INTELLECTUAL PROPERTY

The name of FRATO, logo, images or the other trademarks may not be used in any way, without written permission from FRATO. FRATO prohibits the use of the FRATO logo and other items mentioned above as part of a link to or from any website unless such a link and content is approved in advance by FRATO in writing.

#### 17. LIABILITY

In no instance will FRATO be liable for any breach of these Terms & Conditions that is more than the amount of the Order Confirmation that is the subject of the alleged breach.

#### 18. WARRANTY

FRATO products come with a one-year parts and labour warranty against manufacturer defects from the date of shipment on the invoice. The replacement or exchange of products should be approved by the manufacturer and at their discretion. In the event a product is approved for replacement, then the warranty is continued from the original product and will not be extended.

#### 19. ATTORNEY'S FEES

If FRATO is the prevailing party in any suit or other legal proceeding between the Customer and FRATO, FRATO shall be entitled to recover its attorney's fees and costs incurred therein.

#### 20. FORCE MAJEURE

All Order Confirmations are subject to strikes, labour problems, lockouts, contingencies of transportation, failure of usual source of supply of fuel, shortage of materials, accidents, product delay or any other problems outside of FRATO's control such as natural disasters. FRATO is not responsible for such events and will make every reasonable effort to ship the products once the delay is rectified.

#### 21. PREVAILING LANGUAGE

English is the language used for executing contracts with FRATO.