

TABU SPA

GENERAL CONDITIONS OF SALE

PREMISE: The present General Conditions of Sale (hereinafter Conditions) is applied to all the supplies of commodities and services to any title effected by Tabu S.p.A (hereinafter Tabu) under any offer or order confirmation (hereinafter Order/s) ; Possible particular conditions, changes to the Conditions will be valid only if agreed in writing from Tabu and the buyer (hereinafter Client); The Conditions apply only to business relationships with companies, corporations and professionals. They do not apply to final consumers, as defined by Italian law D.Lgs n. 206/05 "Code of the Consumer". Purchases made by a Client from Tabu relate to Client's activities and of professional needs; Tabu has the right to revoke its offer at anytime, unless its time validity has been previously expressly agreed. In case of revocation, the Client does not have the right to any reimbursement; Any agreement, either verbal or in writing, made by any Tabu's agent, distributor or collaborator shall not be binding unless expressly confirmed in writing by Tabu; Any Order entails the complete and unconditional acceptance of the Conditions. The general conditions of the Client, if any, are irrelevant to the interpretation and application of these Conditions; Tabu reserves the unquestionable right to modify at anytime the Conditions. Each version of the Conditions is precisely dated and the Clients are requested to read the Conditions before any purchasing; Each single Order or delivery shall be considered unrelated to any other Order or delivery; In case of misinterpretation among the different languages these Conditions may be written in, the English version shall prevail;

1. CHARACTERISTICS OF THE PRODUCT: (A) Tabu pays the maximum attention to the choice of the natural wood sourced for its own Products. For this reason and for the natural characteristic of the wood itself, no claim due to structures and selected qualities can be made from the Client to Tabu; (B) The raw material used by Tabu for the realization of its own Products, is natural wood. It may be subjected to alterations due to climatic changes, such as environmental moisture, heat and exposure to light , or it could absorb the colour of the dye in different ways and shades; (C) Tabu is not responsible for the above mentioned alterations which may bring to changes of the Products or to colours not matching to the approved sample as these events are not due to faulty workmanship but only to a natural reaction of the wood; (D) If the same Order/delivery is performed with veneers coming from different production lots, then the final product may show some colour variations. Such variations cannot determine a responsibility or a claim to Tabu, since such differences are related to the characteristics of the natural wood, that the workmanship can mitigate but not annul;

(E) The variations in colour, consistency and dimension are always referred to in the Tabu technical data sheet issued for each product available for download from the web site www.tabu.it (F) Because of the nature of the product, the quantity may vary within a +/- 10% tolerance on the delivery; **2. ESTIMATES AND ORDERS:** (A) Unless otherwise expressly agreed with the Client, Tabu reserves the right to make partial deliveries of the Orders. In case a Product is not available after its Order has been confirmed, Tabu shall inform the Client in writing (via e-mail being acceptable), within 30 days from the date of the Order, of any information related to the delivery of the Order; (B) Orders can be placed at Tabu in person or sent to the addresses specifically indicated by Tabu by e-mail or through the website tabustore.it; (C) The Contract is deemed to be in force only after formal acceptance of the Order by Tabu; (D) Tabu reserves to confirm the Order with specific communication to the Client' address by any suitable mean; (E) The Client shall check the confirmation of the Order and immediately communicate any error, omission or difference in comparison to the Order. In case no objections are raised, the object of the Contract of sale will be determined on the base of the confirmation of Order sent by Tabu; (F) Orders are approved, except the right of Tabu not to deal with them in case of cost increases independent from Tabu's will, which would make the fulfilment of the Order impossible or excessively onerous; (G) Orders made by the Client or by his proxy or by any duly authorized person, shall have juridical effect on the Client; **3. PRICE:** (A) The price list of Tabu does not constitute any offer, but is purely indicative and can unilaterally be modified by Tabu without any notice; (B) Save particular conditions agreed in writing, price list correspond to the rates in force at the date of the confirmation of the Order; (C) The price indicated in the confirmation of Order is deemed to be the correct one; (D) Prices indicated in the confirmation of Order of Tabu are binding. Tabu reserve the right to increase the confirmed prices, by informing the Client in writing in case of increase of the cost of raw materials of at least 5% and/or in case of fluctuation of the exchange rate Euro/Currency exceeding 5% when confirmation of Order is expressed in other currency than Euro; (E) The price quoted is "ex works", unless otherwise specified in the confirmation of Order; **4. METHOD OF PAYMENT:**

(A) The mode of payment is specified in the confirmation of Order. The Client shall strictly follow its indications. Failing the mode of payment, payment is due upon receipt of invoice; (B) The payment must be made at receipt of the invoice and if the Client postpones the delivery terms, the payment must still be made within the terms provided for in the Order confirmation and/or invoice; (C) All payments must be addressed to Tabu, i.e. credited on the bank account indicated by Tabu in the invoice. The customer is asked to pay the utmost attention to any false communications (e.g. phishing), for which it is the Customer's obligation and responsibility to ascertain whether or not they are correct; (D) Unless otherwise agreed in writing, any form of setoff by the Client is excluded; (E) Despite the acceptance of the Order, Tabu reserves to right not to proceed with the consignment of the related goods if the Client has not paid its full amount, or has not regularly paid previous consignments or has exceeded his credit line or has any dispute pending with Tabu; (F) Each single Order or delivery shall be considered unrelated to any other Order or delivery. Any dispute between Tabu and the Client shall not be grounds to suspend payment of previous invoices or of undisputed parts of the invoice;

5. NON-PAYMENT: (A) In case of non-payment or delayed payment by the Client, Tabu has the right to rescind any existing contract by simple communication by registered letter, fax or e-mail; (B) The occurrence of non- payment or delayed payment causes the cancellation of any agreed terms of payment, making any other credit of Tabu immediately payable ; in such an event Tabu has the right to hold the consignment of any goods not delivered yet; (C) Except otherwise agreed in writing, partial or total non-payment at maturity date involves the payment of interests on arrears as per applicable law, save greater damages; (D) In case of total or partial breach or in case of resolution of the Contract by the Client, Tabu reserves the right to take legal steps to recover any damage; **6. INVOICE:** (A) The Client will receive an invoice by hand and/or e-mail; (B) Tabu keeps a numbered copy of each invoice; **7. SOLIDARITY:** If the Client requests that the invoice is issued to a third part, then both the Client and the third part are jointly liable for the payment of the invoice and for the fulfillment of any obligation resulting from the Conditions;

8. CLAIMS RELATED TO THE INVOICES: (A) Any claim related to the invoices issued by Tabu must be communicated to Tabu by registered mail or e-mail within 10 (ten) days from receipt of invoice. Failing this, invoices are deemed to be unconditionally accepted; (B) No claim can, in any case, be grounds for delayed or non-payment; **9. DELIVERY:** (A) The agreed delivery date (production estimated lead time) is indicated in the Tabu confirmation of Order; (B) The date of delivery is established in "good faith", save accidental impediments or uncontrollable events and are solely indicative; (C) Unless otherwise agreed in writing, a delivery delay is no grounds for withdrawal right or claim for damages; (D) The date of delivery indicated in the Tabu's confirmation of Order is intended to be "ex works" Unless otherwise agreed in writing; consignment takes place with the put at disposal of the Product; (E) Should the ordered Product not be immediately available, the delivery will take place according To the actual supplying capabilities of Tabu. In such a case Tabu shall inform the Client with the expected delivery date; (F) The date of delivery shall be postponed in occurrences Tabu cannot reasonably avoid, either at Tabu's premises or at its supplier's, especially in the case of delays in the consignment of raw materials; (G) Tabu reserves the right to make partial deliveries to fulfil the same Order; (H) Tabu is not liable for any delay in the consignment of the Product by the chosen carrier; (I) Any risk related to the Product - purely as an example damage or theft - is passed to the Client with the communication that "Product is ready for delivery"; **10. PACKING AND TRANSPORT:** (A) The Products to be shipped are packed according to standards and to the type of material. Packing procedures and techniques are applied taking into consideration a general optimization and safety of the goods; (B) Unless otherwise agreed in writing, Product is sold on EXW or "Ex Works" basis as set by Incoterms 2020; (C) The Client may delegate Tabu with the choice of the forwarder. Tabu cannot be held responsible for any issue related to this choice; (D) Tabu strongly suggest its Client to take an appropriate Insurance for any delivery; **11. CHECK ON THE DELIVERED PRODUCT:** (A) Upon delivery, Client must check that the Product is free of defects and alterations of any kind. In such a case he must give written communication to Tabu by registered letter within 10 (ten) days from the date of receipt of the Product. After such period the Product is deemed to be accepted and no claim can be raised; (B) If the Client postpones the shipping date, check must be carried out within 10 (ten) days of the previously agreed shipping date, such term being crucial. After such period, the Product is deemed to be accepted and no claim can be raised; (C) If the Client checks the Product at Tabu's premises, any defect or flaw must be reported immediately. Later claims are not accepted; (D) Unless previously agreed in writing by Tabu and unless it was not possible to check a defect without opening the package, no return can be taken. If the case Product must be in its original packing, intact, with no labels or stickers other than the original ones; **12. LIABILITY:** (A) Tabu cannot be held liable for inefficiencies due to circumstances beyond its control or accident; (B) Tabu cannot be held liable for inadequate stocking conditions and/or malpractice at forwarder's or the Client's premises; (C) Tabu cannot be held liable towards any party for damages, losses, costs originating by the non-fulfillment of the selling commitment due to the above mentioned reasons, i.e. cannot be held liable for the use or impossibility to use the purchased Product; (D) Tabu cannot be held liable for the fraudulent or illegal use of its Product by third parties; (E) Any warranty is void if the Product is subject to further handlings/processing, and, therefore, Tabu cannot be charged with any liability; (F) Tabu cannot be held liable for any indirect damage, such as loss of clientele, loss of profit, loss of turnover etc.; **13. RESERVE OF OWNERSHIP:** (A) In case of total or partial non-payment at maturity date, Tabu may take back possession of the delivered Products, with no need of judicial order; the Client compels to agree and not to raise any objection; (B) The Client shall inform Tabu of any attachment or distraint by third parties of the purchased Products which have not been fully paid yet. Failing this the Client shall be liable for any reimbursement;

14. GUARANTEES BY THE CLIENT: The Client takes any responsibility about the truthfulness of his identity data communicated to Tabu upon endorsing of confirmation of Order and Conditions. It is strictly forbidden to fill in untrue/deceitful data. The Client undertakes to inform Tabu in writing (e-mail being acceptable) of any variation of the given data; **15. GUARANTEES BY TABU:** Any claim related to delivered Product must be sent to Tabu within 10 (ten) days from the date of receipt of the Product by registered letter (any e-mail or fax letter has to be followed by registered letter in order to be accepted). Copy of delivery note or invoice must be enclosed, as well as detailed grounds of the claim and reasons why it should be ascribed to Tabu. After such period, no claim can be considered; **16. CONTRACT CANCELLATION AND EXPRESS RESOLUTION CLAUSE:** Tabu may withdraw from the Contract before the ordered Product has been put in production, by giving written communication to the Client explaining the reasons. In this case, the Client has the only right to be credited back of the money he would have already paid for the ordered Product. All obligations taken by the Client, including the guarantee of successful collection of agreed payment, are crucial, therefore, for explicit agreement, any breach by the Client of any of the Contract obligations, will cause the lawful cancellation of the Contract as per art. 1456 of the Italian Civil Law, by mean of written communication or e-mail, save the right of Tabu to take legal steps for the reimbursement of any greater damage; **17. REVISION AND RENEGOTIATION:** If, during the execution of the Contract, should occur exceptional events which are not due to any act of the Client or Tabu, such as the parties did not and could not foresee in relation to the Contract or its execution and that imply an imbalance or a non- fulfillment of the contract obligations, then the party who has difficulties in honouring its commitments can ask for a revision of the Contract provisions. The parties shall fairly renegotiate the Contract, so that such exceptional events will not burden on one party only. If the Parties do not come to a renegotiation agreement within 8 (eight) days , then they may withdraw from the Contract with no reimbursements/ compensations; **18. PATENTS , MARKS, LOGOS:** (A) The Client explicitly acknowledges that the name Tabu, its logo, the know-how related to the Products are intellectual and industrial property of Tabu; (B) Unless otherwise agreed in writing by Tabu, the Client shall not remove any indication concerning patents, marks, trade names appended by Tabu on the delivered Products; (C) In any case, it is explicitly forbidden to the Client to copy or reproduce the Tabu logo; **19. PLACE OF JURISDICTION:** For any dispute relating to or arising from this Contract or its execution the Como Law Court shall have exclusive jurisdiction. Tabu may have recourse to any other competent Law Court; **20. APPLICABLE LAW:** The Italian laws in force shall govern whatever not explicitly mentioned in this Contract; **21. VARIATION OF THE SERVICES:** Tabu undertakes to give notice of any technical and performance changes made to the Products, with an indication of the effective date of the changes and invites the Customer to download the updated technical data sheets from its website; **22. CHANGES OF THE CONDITIONS OF SALE:** Any change of the these Conditions will be binding for Tabu only if accepted in writing by Tabu; **23. PRIVACY:** The Parts explicitly authorize one each other to communicate to third parties their personal data, in order to execute these Conditions and thereof arising obligations as provided by D.Lgs 196/03 and subsequent modifications of Italian Laws in force;