

1. Applicability

1.1. These general terms and conditions of sale (the “**General Conditions**”) shall form a binding contract between:

- (i) “**Gessi**” meaning Gessi North America with its registered office in 704 N. Valley St. Suite E, Anaheim, (Ca) 92801 U.S.A., and
 - (ii) the “**Buyer**” meaning the professional reseller agreeing to proceed with the purchase of Gessi’s products (the “**Products**”) after receiving these General Conditions.
- (collectively the “**Parties**”)

1.2. By agreeing to proceed with the purchase of Gessi’s products (the “**Products**”) after receiving these General Conditions, for example by accepting the delivery or by making a payment, the Buyer accepts these General Conditions under art. 1327 of the Italian Civil Code. Following such acceptance of these General Conditions, they shall govern all the Orders placed by the Buyer (the “**Orders**”). The Orders accepted by Gessi are deemed binding contracts of sale which cannot be terminated unilaterally by the Buyer. Such accepted Orders and these General Conditions shall constitute the entire agreement between the Parties (the “**Agreement**”).

1.3. These General Conditions shall prevail over any general conditions presented to Gessi by the Buyer, either in the purchase orders or otherwise, unless expressly accepted in writing by Gessi. These General Conditions are governed by the laws of Italy.

1.4. Gessi reserves the right, at its sole discretion, to modify the General Conditions from time to time. Any such change shall take effect upon communicating them to the Buyer.

1.5. The resolution, invalidity, or ineffectiveness of one (or part of) a clause or any provision of the Agreement shall not in any way result in the termination, invalidity, or ineffectiveness in part or in whole of any other clause or provision of the Agreement.

2. Prices and payment

2.1. The prices indicated on this price list (the “**Price List**”) are V.A.T. excluded and they are expressed in USD. In the course of the business relationship with the Buyer, Gessi may communicate to the latter changes in price. Gessi and the Buyer may agree on the specific discounts relating to the distribution services of the Buyer.

2.2. Gessi reserves the right to change the Price List, for example, by making changes to the Products and/or even eliminating the same model from this Price List, at any time and at its sole discretion, without any obligation to give prior notice to the Buyer.

2.3. The payments become due with the expiration date of the relevant invoice of Gessi and shall not be retained by the Buyer under any circumstances. In particular, any delays in delivery or other conduct of Gessi that the Buyer believes constitutes a default of Gessi shall not constitute grounds for any delay in the payments due.

2.4. In case of any delay in the payment due, Gessi reserves the right to charge default interest under Legislative Decree no. 231/2002 as amended, without prejudice in any case to the applicable legal limits.

3. Retention of title

The ordered Products shall remain the property of Gessi until the relevant Order is entirely paid up by the Buyer and/or in the case of an extended payment, if such was agreed upon by Gessi. For that purpose, the Buyer shall cooperate with Gessi to protect Gessi’s ownership. The above is without prejudice to the fact that the risks of losing or damaging the Products shall pass to the Buyer from the moment the Products are delivered to the Buyer under Section 4.1. hereof.

4. Shipment and delivery

4.1. Unless otherwise expressly agreed upon by the Parties, the delivery shall be EXW (Incoterms 2010) Gessi’s headquarters, Italy.

4.2. Upon delivery of the ordered Products, the Buyer shall check (i) if the delivery is complete; and (ii) the packaging of the Products. The Buyer shall report on a delivery report that must also be signed by the person delivering the Order to the Buyer and sent to Gessi, any default of delivery, indicating any error in the quantity or kind of the Products delivered or any damage to the packaging.

4.3. Unless otherwise expressly agreed upon by the Parties, within 14 calendar days from the delivery, the Buyer shall also (i) verify whether the Products were delivered in good shape; (ii) duly document any possible defects of production in the Products, with photographs and/or videos showing clearly such defects; and (iii) report any such defects to Gessi, via email at the mail address of your commercial referent (the reception of which should be confirmed by Gessi), fax, or registered letter, including a detailed description of the default and the documentation proving the default. The Buyer shall make the Products available for inspection or, if requested by Gessi, resend the Products to Gessi at Gessi’s cost (if Gessi confirms the Buyer’s claims) for its inspection when Gessi believes it is necessary.

4.4. If the Buyer does not raise any objection to the delivery and/or to the ordered Products according to the provisions of the above Sections 4.2. and 4.3., such delivery and ordered Products shall be considered, regarding visible defects, delivered in expected quantity and quality, in good shape, and the Buyer shall not be entitled to raise any further objections in that regard unless otherwise provided for by applicable law. The above is without prejudice to Gessi’s warranty obligations. It is understood that neither these General Conditions nor Gessi’s warranty shall prejudice any imperative guarantees provided by applicable laws.

5. Destination of Products

5.1. The Parties agree that if the sale of the Products in the country indicated by the Buyer as the country of destination of the Products and/or in the country in which the Buyer headquarters is located becomes (or it comes to Gessi’s knowledge that it has been) restricted by or would infringe any applicable regulations (the “**Restrictions**”) and unless the Restrictions are withdrawn, the relevant Orders will be cancelled by Gessi under art. 1456 of the Italian Civil Code, without the possibility to change the destination of the shipment and Gessi may, at its sole discretion, choose to (i) refund the payments already obtained from the Buyer for such cancelled Orders, (ii) and/or give credit to the Buyer for the Products that are not restricted, subject to availability. Under no circumstances shall the Buyer have the right to request Gessi to supply the Products to the countries which are covered by the relevant Restrictions and/or which may be used to circumvent such Restrictions, being Gessi a manufacturer dedicated to scrupulous compliance with all the applicable laws, including also the legislation regarding the Restrictions. In the event of a violation of Article 12g of Regulation (EU) No. 833/2014, Gessi, in addition to the right to cancel Orders, may withdraw from the Agreement and shall have the right to request reimbursement of the expenses incurred in relation to the Agreement that led to the violation, as well as compensation for damages. In any case, Gessi commits to notifying the competent Authorities in the event of a violation of the prohibition set forth in this Section.

5.2. The Buyer acknowledges that the Products may be dedicated to certain territories where local laws provide different requirements than other territories and/or where the sanitary structure differs from other countries. The Buyer shall always resell the Products within the territories for which the Products are destined to ensure they comply with local laws. This is without prejudice to any laws (also including EU laws) prohibiting limitations of the resale territories.

6. Order Cancellations and Returns

Orders placed, confirmed and/or delivered may be cancelled or returned subject to Gessi’s policies. For information on such policies, the Buyer shall contact the Customer Service of Gessi, via email at cs.northamerica@gessi.com.

7. Warranties of Gessi

7.1. Gessi warrants that the Products will correspond with their technical specifications, subject to reasonable tolerances generally accepted in the trade and will be free from defects in material and workmanship at the time of delivery.

7.2. Gessi does not warrant that the Products will be compatible with local laws and appliances worldwide. For this reason, the warranty is valid only and exclusively for all countries for which the Product sold to the Buyer is destined, without prejudice, in any case, to the provisions of the applicable laws.

8. Use of Gessi’s Intellectual Property Rights by the Buyers

8.1. The Buyer acknowledges that all copyrights, industrial designs, patents, trademarks, service marks, logos, commercial names, trade names, domain names and/or slogans, whether registered or unregistered and all other intellectual property rights protected under different jurisdictions (the “**Intellectual Property Rights**”) held or in any case operated by Gessi and/or by its subsidiaries and affiliates are owned by or licensed to Gessi and/or its subsidiaries and affiliates, granting them an exclusive right to use and benefit from such Intellectual Property Rights and the Buyer does not acquire any such rights hereunder.

8.2. During the Parties’ business relationship and after its end, the Buyer shall not produce the Products or any other products similar to or imitating the Products or in any other way infringe Gessi’s Intellectual Property Rights and/or act in any other way to the detriment of the goodwill of Gessi.

8.3. The Buyer shall not use letterhead, calling cards, signage (also in the e-mail correspondence with clients and other third parties) or other representations in the name of Gessi or any of its subsidiaries or to represent itself as Gessi or as a part of Gessi’s team or as any of its subsidiaries without the express, written permission of Gessi.

8.4. The Buyer shall market, distribute and sell the Products only under the trademarks, logos, commercial names and other distinctive signs (the “**Trademarks**”) of Gessi and not under any other Trademark. The Buyer shall not remove any Trademarks of Gessi from the Products and/or their packaging without Gessi’s written consent. Any such removal, distortion and/or change of the Trademarks of Gessi or technical data or labels delivered with the Products or otherwise provided by Gessi shall be considered an infringement of the Intellectual Property Rights of Gessi.

8.5. It is understood and agreed by the Buyer that Gessi does not grant the Buyer any licence to use the Trademarks of Gessi, or its other materials provided to the Buyer by Gessi, otherwise than as necessary for the promotion of the Products and following strictly the indications of Gessi.

8.6. The Buyer shall not alter any Trademarks or Products of Gessi without the latter’s prior written consent. The Buyer acknowledges that if, during the effectiveness of this Agreement, changes to the Products, designs, Trademarks, promotional materials and/or other Intellectual Property of Gessi become necessary, Gessi will remain, in any case, the exclusive owner of all such modified Intellectual Property Rights.

8.7. The Buyer shall not attempt to register any of the Intellectual Property Rights of Gessi. Furthermore, the Buyer shall not attempt to register or even use any other Trademarks or designs confusingly similar to the Intellectual Property Rights of Gessi (also if they are not registered).

8.8. The Buyer shall conduct business in a manner that always reflects favourably on the Products and the reputation of Gessi.

8.9. Any commercial use of the Intellectual Property Rights of Gessi by the Buyer other than strictly permitted under this Agreement is prohibited.

8.10. The Buyer shall immediately report to Gessi any actual or potential infringements of the Intellectual Property rights of Gessi and shall cooperate with Gessi in protecting such Intellectual Property Rights according to Gessi’s instructions.

8.11. Gessi may adopt selective forms of distribution that will first be agreed upon between the parties.

9. Code of conduct and policy

The Buyer shall comply with Gessi’s code of conduct and all Gessi’s policies applicable to the Buyer, which can be found on Gessi’s official website: <https://www.gessi.com/>.

10. Confidentiality

The Buyer acknowledges and agrees that, during the business relationship with Gessi and after its expiry, all documentation and confidential business information, in whatever form or media, disclosed by Gessi to or known by the Buyer orally or in writing as a consequence of or through the Buyer’s relationship with Gessi and which is not generally known to the public, including but not limited to, correspondence with Gessi, information concerning Gessi’s products, finances, processes and services, clients, purchasing, test results, technology and technical information, accounting, manufacturing, distribution and marketing (“**Information**”), shall remain the sole and exclusive property of Gessi, shall be held in strict confidence by the Buyer, and shall not be published, disclosed, disseminated or used by the Buyer in any manner, except as expressly permitted hereunder. The Buyer may not reproduce or copy the Information, in whole or in part, and must return or destroy the Information upon the expiration or other termination of this Agreement. In addition, the Buyer shall safeguard such Information and ensure that only the Buyer’s employees, officers and directors who need access to the Information for purposes of performing the Buyer’s obligations under this Agreement will be given such access and all such employees, and officers and directors will comply with the confidentiality and non-use obligations set forth herein. It also complies with Gessi’s codes of conduct and policies.