**PAVIBAMBOO®**
A REGISTERED TRADEMARK OF **LOPE TRADING**

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# GENERAL SALES CONDITION

## 1. GENERAL DISPOSITIONS AND DEFINITIONS

These General Sales Condition rule each products' sale relationship made between Lope Trading and its clients. The contractors may also hereafter be defined as "Parties". Any matter concerning the relationship between Lope trading and the Client, which is not expressly or implicitly mentioned in the present General Sales Condition, will be ruled by Italian law. The seller is LOPE TRADING di Lorenzo Peracchio d.i., Via Sisto IV 1, 10023 Chieri – (Torino) ITALIA (Tel: +39 329 1739900; email: info@pavibamboo.com; R.E.A. 1085232 – C.F. PRCLNZ76B01L219M – P.I. 09831760013). Each change and/or dispensation to the present conditions, for their validity, must be stipulated or approved in written form; verbal agreements cannot be considered valid if they are not written confirmed by Lope Trading. Where the product object of sale requires the observance of particular precautions in storage, laying, maintenance or use, they will be illustrated in a special way document, as an integral and substantial part of the contract. Failure to comply with the precautions described therein will result in the forfeiture of the guarantee referred to in point 5.

## 2. ORDERS

Will be accepted only the written orders, written confirmed by Lope Trading.

## 3. PAYMENT AND TITLE RETENTION

100% at the order confirmation's receipt, to be paid by bank transfer to the current account indicated in the order confirmation same, Unless otherwise stated in the order and in the order confirmation. The Seller will not send the goods purchased by the customer until the amount agreed. In the case of orders with deferred delivery of at least two weeks from the order confirmation's receipt a payment of a 30% of the whole supply will be required; the remaining 70% will be paid immediately before delivery. It is also possible pay the goods on delivery by bank draft. According to art. 1523 of the Italian Civil Code, the buyer will retain the property of the goods until they are fully paid by the customer. The defaulting client will also be required to pay both the legal interest and the refund of the credit collection's costs.

## 4. DELIVERY

Unless a force majeure circumstance occurs, the goods will be delivered within the time limit as set forth in the order confirmation, in the location agreed; the delivery will be made by use of Client's or third parties means of transportation; the delivery will take place within the deadline indicated in the order confirmation and – in any case – within 30 days as provided by the law. Lope trading will take care of organizing the good's transportation, whose cost and risk will be - in any case - borne by the client. The customer will have to be available to receive the material within the agreed time, under penalty of the costs of resending the material and of warehousing. In any case, unless otherwise agreed, the customer is required to collect the product within the deadline essential two months from the payment of the advance referred to in the previous article.
Should the goods not being delivered within the agreed deadline, the client will be entitled to a damage restoration equal to a 1% of the sale price for each whole week of delay; the Client must in any case facilitate the good's receipt.
Where the customer refused delivery or made impossible within the aforementioned term, the contract will be terminated for essential breach pursuant to article 1456 of the Civil Code. In this case the down payment already paid will be retained by the seller as compensation for damages.

## 5. WARRANTY

Lope Trading guarantees the goods' quality, professionally made, in compliance with the technical specifications indicated in the commercial offer. Since bamboo is always variously varied in appearance characteristics and coloration, anomalies or alterations attributable to the natural morphological or organoleptic characteristics of the used material; the bamboo parquet is "A grade", which means that it has the minor degree of difference between the boards; nevertheless – since it is a natural material – it might be possible to have some slight differences between them, without be entitled to present claims. From the date of delivery, Lope Trading will remedy the defects that occur during the period of 20 (twenty) years for residential use or during the period of 5 (five) years for commercial use. Once it has been placed, no guarantee from the normal floor use will be given, as well as any normal colour change, due to the presence of direct sun rays.
The Client must notify, under penalty of right's loss, each deficiency within 2 months from its discovery. If the deficiency may cause damages, the Client must notify it immediately. Notification and claims must contain the full description of the defect and must be transmitted by e-mail. Lope Trading might ask the return, at its own expenses, of the substituted defective

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products, which will become of its own property. The installation of the product as well as the inspection of the product and of the suitability of the location where the flooring would be placed, even if it is made by a third party suggested by Lope Trading, is under the responsibility of the Client, which will also support the costs. Lope Trading cannot be considered responsible if the bamboo flooring installation and maintenance are not made following the instruction that can be found on the website or on the catalogue or if it has been installed in non suitable locations or for a use not provided for the product. In case if Lope Trading would recognise as really defective the supply object of the contract or a part of it, it would remedy to the defect with the replacement with no costs for the Client, as provided by the Italian Law. If, on the other hand, after experts' report, the defect must be considered unfounded, the Client will refund Lope Trading every expenses carried on.

**6. RIGHT OF WITHDRAWAL**

Only in the case of a distance contract or a contract negotiated away from the commercial premises of LOPE TRADING, the consumer enjoys the right of withdrawal pursuant to Legislative Decree 206/2005, article 52. In such cases, the consumer can communicate his wish to withdraw from the contract within 14 days of receiving the goods subject to contract. To exercise the right of withdrawal, you must inform LOPE TRADING through an explicit declaration (for example letter sent by post, fax or e-mail) to be sent to the address indicated in point 1, confirmed by the following 48 hours by registered letter. To this end, you can use the withdrawal form attached to these conditions. If you withdraw from this contract, you will be reimbursed for all payments made to us, including costs of delivery (with the exception of additional costs arising from your possible choice of a type of delivery different from the type less expensive than standard delivery offered by us), without undue delay and in any case no later than 14 days of receipt of your decision to withdraw from this contract. These refunds will be made using the same payment method used by you for the initial transaction. In case of exercise of the right of withdrawal, you will have to send back the goods at our office without undue delay and in any case within 14 days from the day in which you have communicated your withdrawal from this contract. The deadline is met if you send back the goods before the expiry of the 14-day period. The costs of return of the goods will be at your charge. You are responsible for the diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the same. The right here provided can not be exercised if the goods have already been laid or in any way used.

**7. SETTLEMENT OF DISPUTES**

The Parties will resolve their possible disputes through friendly consultations; if the dispute is not resolved amicably within 30 days of its occurrence, the Parties will resort to conciliation in accordance with the provisions of the Decree 28/2010 s.m.i .. Should conciliation not be possible, the Parties will appeal to the competent court as provided for from the Consumer Code, Article 141 and Article 78.

If the customer has his residence or domicile in a Country other than Italy, the contract will in any case be subject to the mandatory rules in force in that Country, which are possibly inconsistent with the present conditions of contract.

Date _____

For acknowledgment and acceptance

The client _____

By express acceptance of clause 4 - delivery and of clause n.5 - Warranty

The client _____