

**ALCANTARA S.p.A.**  
**GENERAL TERMS AND CONDITIONS OF SALE FOR FURNITURE**  
Valid from 18/09/2025

**1. - Preamble – Applicable law – Place of jurisdiction**

1. Alcantara S.p.A. (hereinafter referred to as **Alcantara** or the **Seller**) manufactures and markets the material of the same name, Alcantara® (hereinafter also referred to as the **Material**), which is the result of proprietary patented technology and has unique characteristics. It is therefore necessary to regulate the sale and supply of the Material to third parties (hereinafter also referred to as **Purchasers** or **Customers**) exclusively by means of specific regulations that take into account the specific characteristics of the Material itself.
2. These General Terms and Conditions of Sale (hereinafter also referred to as **GTC**) are intended to govern all contractual relationships - including the negotiation phase and/or individual contracts - relating to the sale by Alcantara of the Material to Purchasers operating in the furniture sector.
3. These GTC, as well as all contractual relations (including the negotiation phase and/or individual contracts between the parties) relating to the sale of the Material to Purchasers, are governed exclusively by Italian law, excluding the relevant conflict of law rules. The parties also expressly declare that they exclude the application, in their commercial relations, of the Vienna Convention on the International Sale of Goods of 11 April 1980 (ratified by the Italian State with Law No. 765 of 11 December 1985) in accordance with the provisions of Article 6 thereof.
4. The Court of Milan shall have exclusive jurisdiction to settle any dispute that may arise between the parties, in particular those relating to contractual negotiations, the conclusion, execution, interpretation or termination of these GTC, as well as all contracts entered into between the parties in relation to the supply of the Material to the Purchaser. However, it is expressly understood that the Seller shall have the right, at its discretion, to bring proceedings before any other competent court, Italian or foreign, in order to obtain payment of its claims against the Customer, including those relating to non-payment or late payment.
5. These GTC are the only ones applicable to the relationship between Alcantara and the Purchaser. Any changes to them will only be effective upon written approval by the Seller. In any case, the application of the Purchaser's general or specific contract terms and conditions is excluded, unless Alcantara has explicitly accepted them in writing.
6. In the event of any discrepancy between the provisions of these GTC and the individual contracts concluded between the parties, these GTC shall prevail.

**2. - Offers - Price and taxes**

1. The price and characteristics of the Material mentioned in catalogues, brochures and advertising documents are not binding on Alcantara, which reserves the right to make changes at any time. All offers for the supply of the Material sent by Alcantara to the Customer are non-binding; the economic conditions applicable to the relationship with the Purchaser shall therefore be those resulting from Alcantara's price lists at the time of conclusion of the contract for the supply of the Material to the Purchaser or of acceptance of the Purchaser's order, in accordance with the procedures set out in Article 3 below.
2. In the case of ongoing contracts for the supply of Material, Alcantara reserves the right to freely increase the price of the Material by up to a maximum of 15% over a period of 12 (twelve) months (hereinafter the **Reference Period**), subject to written notice to the Customer. If the price increase during the Reference Period reaches or exceeds the maximum percentage indicated above, the Customer may withdraw from the contract by registered letter with return receipt to be sent within 15 (fifteen) days of receipt of the communication from Alcantara informing the Customer of the price increase that results in the maximum percentage being reached or exceeded during the Reference Period. If the Customer does not exercise this right of withdrawal within the above-mentioned period, the unilateral price change shall be deemed accepted by the Customer and shall become effective against them.
3. Unless otherwise specified in writing in the individual sales contracts, prices are understood to be "ex works" from the Seller's warehouse and do not include packaging, shipping, insurance, taxes and duties (such as VAT and customs duties), as well as any additional costs. These costs shall be borne entirely by the Buyer, who shall pay them separately and in addition to the price to the Seller or to the competent authorities. Any other costs, charges or expenses relating to the supply of the Material and not expressly indicated in Alcantara's offer or price list shall in any case be borne exclusively by the Buyer and requested separately.
4. Since the characteristics of the Material sold are constantly evolving and being improved, it may be modified by Alcantara in accordance with the provisions of the technical standard ISO/TS 16949.

**3. - Orders**

1. The Purchaser's orders must be made in writing and, in the case of a legal entity, must be signed by a person authorised to commit the entity. In any case, the signatory's power of representation shall be presumed in favour of Alcantara.
2. The order confirmation must be made in writing and must be received directly by Alcantara. In any case, the execution of the order by Alcantara shall be equivalent, pursuant to Article 1327 of the Italian Civil Code, to acceptance of the same. It is understood that, except for any supply commitments undertaken by Alcantara in contracts concluded with the Customer, Alcantara shall remain free to accept, in whole or in part, or not to accept the Purchaser's order. If the order confirmation differs from the order, for example in terms of quantity, such confirmation shall be deemed an offer by Alcantara, which the Customer must accept or reject in writing within 7 days of receipt. If no such communication is sent, Alcantara's offer shall be deemed accepted by the Customer for all purposes.
3. Customer orders, provided that they correspond to Alcantara's previous offer in terms of quantity and quality of Material and do not contain clauses that differ from other conditions indicated in the offer itself, shall be considered acceptance of the latter. Failing this, they shall be considered contractual purchase proposals made by the Customer and, as such, subject to the provisions of points 1 and 2 of this article.

**4. - Delivery - Transport**

1. Alcantara supplies the Material without any obligation to comply with strict delivery terms. Therefore, unless otherwise agreed in writing, the delivery date indicated in the order confirmation is merely indicative and is not binding on the Seller, and any delays shall not entitle the Purchaser to request cancellation, termination or cancellation of the contract, nor to refuse the goods, nor to claim compensation for damages, without prior notice to comply pursuant to

and for the purposes of Article 1454 of the Italian Civil Code. Without prejudice to the above, in the case of advance payment, Alcantara undertakes (but does not guarantee) to process the shipment within 2 (two) working days of the actual credit.

**2.** Delivery - with the consequent transfer of risk to the Purchaser - shall be deemed to have been made on the date of departure ex works from the Seller's warehouse (*Ex works*), unless otherwise agreed in writing between the parties/otherwise. The transfer of risk is independent of the method of payment of transport costs (e.g. prepaid freight, CIF, or similar clauses). In the event of loss or damage to the goods during transport or in the event of delays in delivery attributable to the shipper and/or carrier, the Purchaser may only seek compensation from the shipper and/or carrier responsible, Alcantara being excluded from any liability. The above also applies if the delivery of the goods is organised and carried out by the Seller.

**3.** The period indicated in the order confirmation for the departure or delivery of the Material shall be understood as an indication of the week of departure from the Seller's warehouse or as the week of arrival, according to the best estimate.

**4.** If Alcantara enters a transport contract with the carrier, it shall always act on behalf of and at the expense of the Purchaser, with the consequences set out in point 2 of this article. If CIP/DAP shipments are at the expense of Alcantara, except in exceptional cases involving delays in delivery, the average delivery times are as follows:

Italy: 2-3 working days;

Italy, major islands and remote areas: 3-4 working days;

Europe (EU): 6-8 working days;

Outside the EU: 7-10 working days, subject to customs checks.

## **5. - Payments**

**1.** Payment for goods purchased by the Buyer must be made within the agreed time frame, in accordance with the methods established by Alcantara and at the Seller's place of business, even: **i)** in cases of delay in delivery of the Material, or total or partial damage or loss occurring during transport, for reasons not attributable to Alcantara, **ii)** in the event that the Material made available to the Purchaser by delivery to the carrier is not collected by the Purchaser. If transport is to be carried out by a carrier appointed by the Buyer, payment for the goods shall, unless otherwise agreed between the parties, be made on the date of receipt by the Buyer of the "notice of goods ready for collection".

**2.** Any dispute raised by the Purchaser or arising between the parties shall not suspend the Purchaser's obligation to pay for the goods purchased in full within the agreed term.

**3.** In the event of late payment, even for a single instalment, without prejudice to the application of interest on arrears pursuant to Legislative Decree 231/2002, Alcantara reserves the right, without prior notice: **i)** to suspend or cancel further deliveries in progress; **ii)** demand immediate payment of any sums due by the Purchaser for any reason and for any cause, and for which the payment deadline has not yet expired; **iii)** consider the contract or contracts that are wholly or partially unfulfilled by the Purchaser to be terminated by operation of law, pursuant to Article 1456 of the Italian Civil Code. The foregoing shall in no way prejudice Alcantara's right to compensation for damages suffered.

## **6. - Quality and characteristics of the Material – Complaints – Warranty**

**1.** Alcantara guarantees that the Material supplied complies with the technical characteristics declared and, where applicable, agreed between the parties in writing, subject in any case to normal tolerances. Unless expressly requested by the Customer and subject to verification of the availability of the Material, the order may be fulfilled in several rolls at Alcantara's discretion.

**2.** For orders starting from a whole roll (MOQ), quantities may be delivered within a tolerance of +/- 10%. In the event of defects reported on rolls of Material already identified during shipment/delivery, Alcantara shall grant the Customer a discount of 0.2m on the roll itself.

**3.** The type and method of packaging are determined by Alcantara in accordance with current regulations and the requirements for the proper protection of the Material during transport. The packaging methods will be determined by Alcantara in accordance with the characteristics of the Material and the specific requirements of the Customer.

**4.** Any complaints regarding the quantity, type or quality of the Material supplied must be communicated to Alcantara in writing, in Italian or English, within 8 (eight) days of receipt of the Material by the Purchaser.

**5.** No complaint may be made, even as an exception in court, unless the goods to which the complaint refers have been paid for in full.

**6.** Any complaints or disputes regarding a single delivery of Material shall not exempt the Purchaser from the obligation to collect the remaining quantity of Material, within the limits of the order accepted by Alcantara, unless the latter deems it appropriate to quarantine the entire batch of Material until a detailed analysis has been completed, in accordance with technical standard ISO/TS 16949.

**7.** If the Purchaser has complied with the timely notification of defects and payment of the price, as provided for in points 4, 5 and 6 of this article, and the relevant complaint is deemed justified and relevant by Alcantara, the latter, at its discretion, after checking the Material received from the Customer and/or examining it on site, shall replace the defective Material within a reasonable time.

**8.** Any replacements of the Material, including those under warranty, shall be carried out at Alcantara's factory. The costs of delivery and collection of the replaced Material shall be borne by the Purchaser, who shall pay for them upon collection.

In any case, the warranty obligation and consequent replacement of the Material shall cease upon expiry of the first of the following terms: **i)** 12 (twelve) months from delivery of the Material to the Purchaser or **ii)** 18 (eighteen) months from receipt by the Purchaser of the "notice of goods ready".

**9.** Replacements made in fulfilment of the warranty obligation shall not entitle the Buyer to an extension and/or interruption of the term referred to in point 9 of this article, nor to compensation for damages or any further claims by the Buyer, for itself or on behalf of third-party purchasers of the Material supplied by Alcantara.

**10.** The replaced Material shall become the property of the Seller. The warranty provided for in this article shall not apply in the event of damage caused by third parties, faulty assembly/processing, tampering with the Material and anything else not attributable to original defects and/or construction of the Material itself.

## **7. - Material stock**

1. The Purchaser acknowledges and accepts that Alcantara does not guarantee the supply over time of stocks of Material of the same type as that supplied to the Purchaser.
2. Without prejudice to the foregoing, if the supply of the Material is made as part of a specific project, Alcantara guarantees the Customer the production and subsequent availability of minimum quantities of Material of the same type as that supplied to the Customer as part of the project, for a maximum period of 10 (ten) years from the completion of the project.

#### 8. - Trademark

1. The Purchaser acknowledges and agrees that Alcantara is the owner of the **Alcantara®** trademark (hereinafter the **Trademark**), registered at national, European and international level, and used by Alcantara to distinguish the Material.
2. The Purchaser, without prejudice to its right/obligation, based on the applicable regulations, to indicate that its products made with the Material (hereinafter the **Products**) are (also) made of the Material, may not use the Trademark to promote and/or advertise the Products without Alcantara's prior consent.  
In any case of use of the Trademark, even unauthorised, the Purchaser shall use the Trademark in compliance with the applicable provisions of the Industrial Property Code (Legislative Decree 30/2005 and subsequent amendments and additions), as well as the rules on unfair competition referred to in the Italian Civil Code, refraining, among other things, from using the term "Alcantara" as a common name, or by associating and/or comparing other types of materials/fabrics with the Material, including through expressions such as "Alcantara-like" or "Alcantara effect".
3. In the event of a breach by the Purchaser of even one of the obligations incumbent upon it under this article, Alcantara shall be entitled to immediately revoke any authorisation granted to the Purchaser to use the Trademark in relation to the Products, as well as to terminate with immediate effect, pursuant to Article 1456 of the Italian Civil Code, all existing contracts with the Purchaser, without prejudice to compensation for all damages suffered.
4. This article shall remain in force, without time limit, even upon expiry or termination, for any reason whatsoever, of the commercial relations and/or individual contracts between the parties.

#### 9. - Limitations of liability of the Seller

1. Except as expressly provided in these GTC and/or in individual contracts, Alcantara assumes no obligations other than those expressly provided for and offers no express or implied warranty in relation to the services provided. Without prejudice to the Buyer's obligation to prove rigorously both the imputability of the intentional or negligent act causing the damage to Alcantara and the extent of the damage suffered and the causal link between the damage and the act attributed to Alcantara, Alcantara's liability towards the Purchaser is in any case excluded, unless it is due to wilful misconduct or gross negligence.  
Except in the cases specifically provided for under penalty of nullity by Article 1229 of the Italian Civil Code, Alcantara shall not be liable to the Purchaser:
  - a) - for damage not resulting from the supply made by Alcantara as a direct and immediate consequence; or
  - b) - for damage that was not foreseeable at the time of conclusion of the individual contracts; or
  - c) - for damages consisting of loss of profit, loss of business opportunities or savings, loss of data, loss of interest, loss of administrative efficiency, damage to image or loss of commercial reputation, or for fines, penalties, surcharges or other sanctions arising, directly or indirectly, from acts or omissions by Alcantara;
  - d) - for damage to the Material resulting from its storage by the Customer, if the latter has removed the Material from the original packaging provided by the Seller.

#### 10. - Force Majeure

1. If the fulfilment of a contractual obligation becomes impossible, excessively difficult or burdensome due to an event beyond the reasonable control of the Party required to perform (hereinafter **"Force Majeure Event"**), the provisions of this article shall apply.
2. The Parties acknowledge that the following events or acts shall constitute Force Majeure, by way of example only:
  - a) - Wars, revolutionary uprisings, acts of piracy and sabotage, terrorist attacks;
  - b) - Cataclysms or natural disasters such as storms, tornadoes, earthquakes, floods, destruction caused by lightning;
  - c) - Explosions, fires, destruction of production facilities, industrial plants and warehouses;
  - d) - Boycotts and strikes of any kind, whether general or limited to the personnel of one of the Parties;
  - e) - Acts, decisions or recommendations of public authorities, national or international;
  - f) - Embargoes and prohibitions or restrictions on the movement of goods and/or persons;
  - g) - Suspension of the supply of water, gas and/or electricity from external networks due to a Force Majeure Event;
  - h) - Failure or insufficient supply to the Manufacturer of raw materials and/or utilities and/or services from third parties, due to a Force Majeure Event affecting the latter;
  - i) - epidemics, pandemics or other national or international health emergencies, including the COVID-19 pandemic, measures restricting the ability of the Parties' personnel or their respective suppliers to work or travel.The Parties expressly agree that the Force Majeure Event invoked does not necessarily have to be unforeseeable, provided that its effects on the ability and/or possibility of the obligated Party to perform could not have been avoided or overcome, with ordinary diligence, by that Party at the time they occurred.  
The Parties also acknowledge that the definition of Force Majeure Event also includes measures or actions taken by the obligated Party in order to reasonably prevent the occurrence of a Force Majeure Event or to protect fundamental rights of a higher rank (such as, by way of example, measures to limit production activities that are reasonably and proportionately justified by the need to prevent or otherwise limit the risk of COVID-19 infection among its personnel).
3. The Party intending to invoke the provisions of this article shall:
  - a) - promptly inform the other Party in writing of the occurrence of a Force Majeure Event, specifying its nature and (if already known) its duration, as well as clarifying the contractual obligation affected by said Event and its effects on the Party's ability and/or possibility to fulfil the contractual obligation reported;
  - b) - subsequently provide the other Party, spontaneously or at the latter's request, with any reasonable information relating to the evolution of the Force Majeure Event and its impact on its ability and/or possibility to fulfil the contractual obligation that was the subject of the first notification;

**c)** - inform the other Party in writing of the cessation of the Force Majeure Event or, in any case, of the end of the adverse effects caused by the same on its ability and/or possibility to fulfil the contractual obligation that was the subject of the notification, as soon as it becomes aware of this.

**4.** The Party that has invoked a Force Majeure Event, in accordance with the procedure set out in point 3 above, shall not be liable to the other Party for the consequences of the delay or failure to perform from the date of dispatch of the first notification referred to in point 3 and for the entire duration of the Force Majeure Event.

**5.** During a Force Majeure Event:

**a)** - all other contractual obligations of each Party that are not affected by the Force Majeure Event shall continue to be performed within the original time limits, except for those services that are equivalent to the obligation that remains unfulfilled due to the Force Majeure Event;

**b)** - the Parties shall negotiate in good faith a corrective programme to limit, as far as possible, the impact of the Force Majeure Event on the regular performance of the relationship, possibly restructuring the content of their respective contractual obligations in order to try to preserve their original purpose;

**c)** - each Party shall bear any additional costs incurred by it as a result of the Force Majeure Event.

**6.** If the obligation not fulfilled due to a Force Majeure Event is subject to a deadline, it shall be automatically extended for a period equal to the duration of the Force Majeure Event. In any case, if the Force Majeure Event lasts for more than thirty (30) consecutive days, the Parties shall renegotiate in good faith the conditions for the fulfilment of their contractual obligations affected by the Force Majeure Event. In the event of failure to reach agreement within fifteen (15) days of receipt of the first request for renegotiation sent by one of the Parties to the other, each Party may withdraw from the contract with immediate effect upon written notice to the other Party, without the latter being entitled to any compensation or indemnity whatsoever.

**7.** If the Force Majeure Event results in the definitive non-fulfilment of a contractual obligation or makes the fulfilment of a contractual obligation excessively difficult or burdensome for one Party, the Parties shall negotiate in good faith new terms of the contract in order to try to preserve its original purpose. If no agreement is reached within fifteen (15) days of the first request for renegotiation sent by one of the Parties to the other, each Party may withdraw from the contract with immediate effect upon written notice to the other Party, without the latter being entitled to any compensation or indemnity whatsoever.

**8.** Under no circumstances shall the occurrence of a Force Majeure Event justify the failure or delay in the fulfilment of payment obligations or a change in the original duration of the contract, unless otherwise agreed in writing between the Parties.

#### **11. - Confidentiality**

**1.** The Purchaser undertakes not to use directly, indirectly, through intermediaries, entities or companies, and not to disclose to third parties, even after the termination of commercial relations with Alcantara, for any reason whatsoever and without time limitation, any company and/or commercial information relating to Alcantara that it has become aware of during or in the performance of the contractual relationship, recognising that all such information is to be considered confidential.

**2.** Similarly, and in the same manner, technical drawings, sketches, samples, offers and any documents that the Purchaser receives from Alcantara may not be disclosed, except within the limits of their intended use, and are therefore considered confidential.

#### **12. - General provisions**

**1.** The invalidity, ineffectiveness and/or nullity of one or more clauses of these GTC and/or of the individual contracts concluded between the parties shall not entail the invalidity, ineffectiveness and/or nullity of the remaining clauses, nor of the entire agreement between the parties.

**2.** Any tolerance by Alcantara of conduct by the Purchaser that is contrary to the law or these GTC and/or individual contracts shall not constitute acquiescence, nor shall it constitute grounds for termination of the contract(s) by mutual consent and/or dissent, with the consequent right for Alcantara to take action at any time to protect its rights or interests that have been infringed.

**3.** The parties expressly agree that individual contracts may not be transferred to third parties, in whole or in part, without prior written agreement.

**4.** These GTC shall apply, from the date of their signing by the Purchaser, to both existing contracts and contracts that will be concluded between the parties.

**5.** These GTC are written in Italian and English. In the event of a discrepancy between the two versions, the Italian version will prevail.

#### **13. - Declaration pursuant to Legislative Decree 231/01 – Compliance with regulations**

**1.** The Purchaser declares that it is aware of the provisions contained in the General Section of the Organisation, Management and Control Model pursuant to Italian Legislative Decree 231/2001 and in Alcantara's Code of Ethics (available on the website [www.alcantara.com](http://www.alcantara.com)) and undertakes to share their contents and to comply with them in the performance of the activities referred to in the contracts that will be concluded between the parties. Failure by the Purchaser to comply with the above commitments shall be considered by the parties as grounds for termination of the contracts between them, pursuant to Article 1456 of the Italian Civil Code, and shall entitle Alcantara to terminate them with immediate effect, without prejudice to compensation for any damages suffered.

**2.** Alcantara has adopted a *Whistleblowing Policy* (available on the website [www.alcantara.com](http://www.alcantara.com)) which describes the conditions and channels made available by Alcantara for reporting possible violations relevant under Italian Legislative Decree 24/2023 (the so-called Whistleblowing Decree), in a confidential manner and without fear of retaliation.

#### **14. - Privacy – Protection of personal data**

**1.** Alcantara declares and guarantees that it will process the personal data of the Customer's employees and any assistants in compliance with Regulation (EU) No. 679/2016 and national privacy legislation (Legislative Decree 196/2003 and subsequent amendments), as well as in accordance with the provisions of the Privacy Policy available on the website [www.alcantara.com](http://www.alcantara.com).

**2.** The Customer undertakes to disseminate and share the content of the above Privacy Policy with its employees and any assistants who come into contact with Alcantara, providing, upon reasonable request by the latter, written proof of the release and sharing of said Privacy Policy.

\_\_\_\_\_, on \_\_\_\_\_

Stamp and signature \_\_\_\_\_

The undersigned Purchaser declares that they have carefully read the General Terms and Conditions of Sale set out above and confirms that they specifically accept, pursuant to and for the purposes of Articles 1341 et seq. of the Italian Civil Code, the following clauses: 1.4 - **Introduction - Applicable law - Jurisdiction**; 3.1 - **Orders**; 4.1, 4.2 - **Delivery - Transport**; 5.2, 5.3 - **Payments**; 6.4, 6.5, 6.6., 6.7, 6.8, 6.9. 6.10 - **Quality and characteristics of the Material - Complaints - Warranty**; 9 - **Limitations of the Seller's Liability**; 10.6., 10.7. - **Force Majeure**; 11 - **Confidentiality**; 12.3, 12.4 - **General Provisions**.

\_\_\_\_\_, on \_\_\_\_\_

Stamp and signature \_\_\_\_\_