

## GENERAL TERMS AND CONDITIONS

for deliveries, work and assembly services of wood products

for the international EU market

### 1 GENERAL PROVISIONS

**1.1** The following general terms and conditions (also called "GTCs") of the company **Lobis Böden srl/GmbH** with headquarters in Bolzano, Italy (also called "**LOBIS**" or "**Supplier**" or in case of provision of services also "**Contractor**") are considered to be an essential and integral part for all offers, sales contracts, contracts for work and services, which are concluded between the company Lobis as Supplier/Contractor and the Buyer/client as entrepreneur or consumer/private person in the sense of the respective locally applicable consumer protection law (briefly together also called "**Customer**" or in case of provision of services or partial services called "**Client**") (briefly also called the "**Contract**" or the "**Contracts**"), and for other services provided by Lobis.

**Furthermore, these GTCs apply exclusively to all foreign transactions concluded within the EU-European Union.**

**1.2** The terms entrepreneur and consumer have the following meaning in these GTCs.

"**Entrepreneur**" in the sense of these GTCs is a natural or legal person, business unit or a legally responsible partnership or corporation, who, upon conclusion of a legal transaction, acts in the exercise of his commercial or independent professional activity.

"**Consumer**" in the sense of these GTCs is any private person, natural person, who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity.

**1.3** These GTCs have been drawn up principally and in general for legal transactions with entrepreneurs. If they are applied to legal transactions with consumers in the sense of the respective consumer protection law by way of exception, they shall only apply insofar as they do not disagree with or breach the provisions of this local consumer law.

**1.4** If there are no explicit and written agreements between the parties of the Contract, Lobi's GTCs are valid for all orders. The customer acknowledges these GTCs and agrees to them as soon as he follows the offer or places an order with Lobis.

**1.5** Ancillary work and subsequent changes shall only become binding for the Supplier after prior written confirmation.

**1.6** Any contractual provisions or conditions of the Customer shall only be valid insofar as they do not disagree with the GTCs presented here. The agreement of the GTCs shall also apply to all future contractual relationships and transactions and provided services.

**1.7** Written and legally valid special provisions between the parties take precedence over these GTCs if they disagree with them.

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**1.8** These GTCs, which can be viewed, downloaded and printed out by the Customer at any time and easily in their in-force version, are available at [www.lobis.biz](http://www.lobis.biz) (in short also the "**Website**") and are valid even if they are **not** expressly referred to in the contract.

**1.9** In addition to these GTCs, shall apply to all work performances the regulations and provisions of the Italian Civil Code ("**Codice Civile**") on the subject of contracts for work and services ("*appalto*" or "*opera*"), unless the parties have otherwise agreed in writing in a separate contract for work and services or contract for services.

**1.10.** The information or data contained on the Supplier's Website, in advertising materials, price lists, catalogues and similar documents regarding the technical features and/or specifications and/or the color of the purchase object delivered by Lobis are only binding insofar as they are expressly referred to in the contract.

**1.11.** The Supplier will strive to ensure an accurate, up-to-date, complete and precise data and images published on its Website. In some cases, the Website may contain typo or incorrect information, for which the Supplier assumes no liability whatsoever. The Customer always uses and accesses the Website at his own risk and responsibility.

**1.12.** For the conclusion of the Contract is available the German or Italian language, which also has legal validity. Any translations of the GTCs into other world languages are not predominant in the event of disagreements.

**1.13.** These GTCs apply exclusively to deliveries, work and assembly services abroad within the European Union.

## 2. PURCHASE OBJECT - PRODUCT SPECIFIC CONSIDERATIONS

**2.1** The essential subject matter of any legal transaction concluded between the parties is the product wood (also referred to as "**Purchase Object**" or "**Product**").

**2.2** Wood is a natural Product, which has as an essential characteristic the specific change/reaction to the humidity and light radiation of its environment. Natural variations in surface quality, structure, color and other specific properties within a species of wood are typical characteristics of the Product. These do not constitute causes of liability and are allowed within the scope of the customary tolerances. The same applies to millimeter specifications concerning the wear layer, which are so-called "approximate specifications" and may slightly deviate.

**2.3** Natural grain and color of the Product are not always uniform. The illustrations on the Website may therefore visually differ from the delivered Purchase Object. After the Product (e.g. parquet flooring) has been laid, it may change color, especially due to strong light or mechanical stress.

**2.4** The ideal room temperature is 20° C to 22° C. The air humidity should always be between 50% and 60%, an ideal room climate for people and wood.

**2.5** As the Supplier's products are made of fine wood types and are therefore natural products, the Supplier's or manufacturer's care instructions, which can be downloaded and printed from the Supplier's Website, must be followed carefully, especially with regard to room temperature and humidity.

## 3 OFFERS AND CONCLUSION OF CONTRACT

**3.1** The respective offers submitted by the Supplier are always subject to change and non-binding.

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**3.2** The Supplier reserves the right to subject offers and cost estimates to a period from the date of issue. If the deadline expires unused, an offer and a cost estimate is generally considered to be rejected.

**3.3** The Contract is only concluded principally by means of a written order confirmation from the Supplier. The order confirmation or, in the absence thereof, the offer shall be decisive for the contents of the Contract, unless further written ancillary and special agreements have been made between the parties.

**3.4** The parties acknowledge that all ancillary services relating to the respective order or Contract are not included in the offer, unless they are listed separately in items with quantity and price. If they are nevertheless to be carried out, they shall be remunerated separately in accordance with the currently valid tariffs of the Chamber of Commerce of Bolzano **or, if applicable**, the prices agreed with the Supplier).

**3.5** The parties shall agree on deadlines for in time execution.

**3.6** The deadline for delivery shall not commence until all commercial and technical data and prerequisites for the execution of the order have been finally determined and not before any approvals to be obtained by the Customer have been provided.

#### 4 INTELLECTUAL PROPERTY

**4.1** The Supplier reserves all rights to the cost estimates, offers, drawings, brochures, samples and other documents, in particular property rights and copyrights.

**4.2** Any use, duplication or accessibility to third parties of these documents by the Customer requires the express written consent of the Supplier.

**4.3** In case of violation of this provision, the Supplier reserves the right to charge a fee **of 50%** of the proposed amount.

**4.4** The Customer agrees to the publication for an indefinite period of time of pictures and descriptions of the project, which are/were an explicit subject matter of the Contract, on the Supplier's Website for commercial and marketing reasons (advertising, references).

#### 5 TRANSFER OF RISK

**5.1** In case of pure deliveries, unless otherwise agreed, the risk shall pass to the Customer when the Purchase Object is handed over to the forwarding agent or carrier, if applicable, but at the latest when it leaves the Supplier's works (also referred to as "Warehouse").

**5.2** In the case of Contracts for work and services or Contracts for services, the Contractor shall bear the risk until acceptance of the work.

**5.3** However, the Customer shall also bear the risk before acceptance of the Purchase Object if he delays acceptance or if the installation is on request of the the Client and if the Contractor expressly and by mutual agreement releases the completed up work to that point in the custody of the Client. Particularly to be accepted are self-contained parts of the service upon request.

**5.4** If a formal acceptance has not yet taken place for services or partial services, the Client is liable for all damages caused by third parties if the service or parts of the service are put into use immediately after completion. The Client reserves the right to use the service or parts of the service before acceptance. In all cases, the Client shall be liable for making the third party responsible for the caused damage.

**5.5** If acceptance is delayed for reasons for which the Contractor is not responsible, acceptance shall be deemed to have taken place **15 days** after written notification of completion.

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## 6. PRICES AND PAYMENT CONDITIONS

**6.1** All prices quoted in the offers or cost estimates are in Euro and, unless otherwise expressly agreed, are ex works. Upon proof of a VAT identification number (UID) on the part of the Customer as a company, no Italian VAT is payable (so called *reverse charge* procedure). The value added tax is charged by the Customer himself.

**6.2** The Supplier reserves the right to increase and adjust prices appropriately if unexpected and unforeseeable cost increases occur after conclusion of the Contract.

**6.3** The Supplier is entitled to demand advance payment of **40%** of the value of the goods on the day of the order for materials purchased from third parties (e.g. manufacturers).

**6.4** Unless otherwise agreed, the invoice is always due for payment **15 (fifteen)** days after the date of the invoice or delivery without any deductions and without any set-off or counterclaim on the part of the customer. The deduction of a discount requires a prior written agreement.

**6.5** For first-time transactions, the Supplier reserves the right to deliver or provide the service against prepayment. In the case of prepayment by bank transfer, payment is due immediately after conclusion of the Contract, unless the parties have agreed a later due date.

**6.6** In the event of late payment, the Supplier is entitled to charge the Customer interest on arrears in accordance with Legislative Decree No. 231/2002.

**6.7** If the Customer is in arrears with his partial payments, the total claim of the Supplier is immediately payable.

**6.8** In the case of custom-made products, the Supplier reserves the right to demand advance payments or a guarantee of payment or to start production or provision of the service only if the Customer has paid at least 50% of the order value.

**6.9** Unless otherwise agreed, bills of exchange and cheques are not accepted as means of payment.

**6.10.** Payments are only deemed to have been received when the Supplier can freely dispose of the invoice amount.

**6.11.** In the case of Products not yet delivered, the Supplier is entitled to make the finished or processed parts available to the Customer and to demand the corresponding share of the purchase price.

**6.12.** The retention of payments due to warranty claims or other counterclaims not recognized by the Supplier is expressly excluded.

**6.13.** The offsetting of counterclaims is also expressly excluded, unless the Customer's claims are undisputed or have been legally established.

## 7. RETENTION OF TITLE

**7.1** If the Customer acts as a Consumer, the delivered Purchase Object remains the property of the Supplier until the purchase price has been fully paid. Prior to the transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without the express consent of the Supplier. If the Customer acts in breach of the Contract - in particular in case of late payment - the Supplier is entitled to take back the Product if this is technically and logistically possible and if it is not too costly and time-consuming. By signing and accepting these GTCs, the Customer hereby grants access to his property.

**7.2** If the Customer acts as an Entrepreneur, the Supplier reserves the right of ownership of the delivered Purchase Object until all claims from an ongoing business relationship have been fully settled.

**7.3** The Customer as an Entrepreneur may sell or process the Purchase Object in any form and manner within the scope of his normal business operations.

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**7.4** The Customer hereby assigns to the Supplier all claims in the amount of the gross invoice amount (including VAT if charged and applicable) which accrue to him from the resale against his Customers or third parties. This applies regardless of whether the Product has been processed or not.

**7.5** The Supplier is entitled to notify the purchaser of the reserved product of the assignment.

**7.6** In case of late payment, the Customer is obliged to provide all necessary information for the collection of the claim and to support the Supplier in all aspects of the collection of the claim.

### 8 DELIVERY TERMS, SHIPPING

**8.1** The start of the delivery deadline stated or confirmed by the Supplier requires the clarification of all technical questions relating to the trade. Therefore, the compliance with the delivery deadline requires the timely, proper and complete fulfilment of the Customer's obligations, whether he is acting as a Consumer or as an Entrepreneur.

**8.2** Unless otherwise expressly agreed between the parties, the delivery deadline is *ex works*, are non-binding and begin at the latest in the following dates:

- (i) Date of order confirmation;
- (ii) Date of fulfilment of all technical, commercial and financial requirements incumbent on the Customer;
- (iii) Date on which the Supplier receives a down payment to be made prior to delivery of the Purchase Object or on which a letter of credit / security to be issued as agreed has been opened;

**8.3** If there is no fixed delivery date for a binding order, the Supplier has the right to use the currently stored Purchase Object for orders with fixed delivery dates.

**8.4** The Supplier is entitled to make partial deliveries unless otherwise agreed.

**8.5** The Customer shall inspect the delivery immediately but no later than within 5 (five) working days. The Customer, unless otherwise provided for in the Italian Consumer Protection Law, the Customer loses the right to invoke a lack of conformity of the delivery if he fails to carry out the inspection or if he does not give notice of the lack of conformity in writing immediately after the time at which he could have detected it in the course of a proper inspection and stating the exact details.

**8.6** If the Customer is in default of acceptance or if he infringes his obligations to cooperate, the Supplier is entitled to demand compensation for the damage incurred including any additional expenses.

**8.7** If there is a delay in the acceptance of the Product or if the dispatch is delayed at the request of the Customer, he will be charged the costs incurred by storage in the amount of € 1.50 / m<sup>2</sup> / month (for full pallets) or € 2.30 / m<sup>2</sup> / month (for opened pallets), beginning 30 days after notification of readiness for dispatch. The storage fee will be charged separately.

**8.8** The Supplier is also entitled, after setting and unsuccessful expiry of a period of 30 days, to dispose otherwise of the Purchase Object, unless it is a special production especially created for the Customer, and to supply the Customer with a reasonably extended period.

**8.9** In the case of Contracts for the delivery of products which are not prefabricated and for the production of which an individual selection or determination by the Customer as a Consumer is decisive or which are clearly tailored to the personal needs of the Consumer, a right of withdrawal by the Customer is not possible.

**8.10.** The stated delivery deadline is extended by the time during which the Supplier is involved in labour disputes, in particular strikes and lock-outs, or the provisions mentioned in paragraph 9 below. This also includes any delay in delivery by a Supplier whose parts are necessary for the manufacture of the Product due to the circumstances mentioned above.

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**8.11.** The same applies to similar events that are outside the Supplier's control and over which the Supplier has no influence, e.g. in the event of significant operational disruptions of a considerable nature in the Supplier's own or in the Supplier's business or in the event of natural disasters that disrupt the business operations.

**8.12.** The Supplier has the right to delay the delivery if the Customer demands subsequent changes (e.g. quantity of products, etc.) or additions to the Purchase Object.

**8.13.** The Supplier assumes no liability if during the performance of the Contract shortcomings occur for which he is not responsible, e.g. in the structural condition, about which the Customer did not inform the Supplier in writing prior to the conclusion of the Contract, and if these shortcomings have a temporal effect on the performance of the services by the Supplier.

## 9 IMPOSSIBILITY, FORCE MAJEURE

**9.1** Insofar as delivery is impossible, the Customer is entitled to claim damages, unless the Supplier is not responsible for the impossibility. However, unless otherwise stipulated in the Consumer Protection Law, the Customer's claim for damages shall be limited to 10% of the value of that part of the delivery which cannot be put into useful operation due to the impossibility. This limitation shall not apply in cases of mandatory liability for intent, gross negligence or physical injury. The right of the Customer to withdraw from the Contract remains unaffected.

**9.2.** If the delivery is delayed due to the occurrence of unforeseeable, exceptional circumstances, regardless of whether they occur at the Supplier's premises or at those of a sub-Supplier (e.g. interruption of operations, official intervention, war, blockade, riots, delay in the delivery of essential raw materials and building materials, energy supply difficulties, natural disasters, strikes, fires, explosions, decrees and measures of governmental authorities which delay or stop business activities, prolonged failure of means of transport, telecommunications, information systems or energy, epidemic, pandemic), the delivery deadline shall be extended to a reasonable extent if the delivery or service does not become impossible. An epidemic and/or pandemic within the meaning of this regulation shall only be deemed to exist for the current situation with the corona virus (SARS-CoV2, COVID-19) if an incidence value (=new infections per 100,000 inhabitants within the last seven days) of at least 200 (**Rt index 2.0**) is present; the official determination of the competent health authority shall be decisive.

**9.3** If the delivery deadline is extended or if the Supplier is released from the delivery obligation, the Customer isn't entitled to claim for damages. If the impediment lasts longer than 3 months, the Customer is entitled to withdraw from the Contract with regard to the part of the Contract not yet fulfilled after setting a reasonable time. If the Supplier is responsible for a delay in delivery, the Customer can either demand performance or declare withdrawal from the Contract by setting a reasonable time to obtain the delivery. If the reasonable period set by the Customer has not been complied due to the fault of the Supplier, the Customer may withdraw from the Contract by means of a written notification with respect to all Products not yet delivered and all delivered Products which cannot be used in a reasonable manner on their own without the not delivered Products.

**9.4** Other claims of the Customer against the Supplier due to the delay in delivery of the same, in particular claims for damages due to non-performance, are expressly excluded.

**9.5** The parties are free to use and refer to the provisions of this paragraph.

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## 10 AMENDMENT OF CONTRACT

**10.1** If unforeseeable events substantially change the economic importance or the contents of the delivery or have a considerable effect on the Supplier's business, the Contract shall be adapted accordingly in good faith.

**10.2** Insofar as this is not economically justifiable, the Supplier shall be entitled to withdraw from the Contract.

**10.3** If the Supplier wishes to exercise this right of withdrawal, it must inform the Customer immediately after becoming aware of the consequences of the event, even if an extension of the delivery period had initially been agreed with the Customer.

## 11 WARRANTY / GUARANTEE / LIABILITY FOR MATERIAL DEFECTS

**11.1** For the delivery and installation of the Purchase Object, the Customer, both as a Consumer and as an Entrepreneur has its own specific legal liability for defects as specified in its own country. The currently valid legal warranty is based on the Italian legal provisions and on the following rules, unless otherwise established in the consumer protection law (country) of the consumer.

**11.2** If the Customer is a consumer within the meaning of the consumer protection law in force and applicable in his country, his warranty claims shall be governed by the statutory provisions, unless permissible variations arise from the following provisions.

**11.3** The basis for the quality of the Purchase Object is represented exclusively by the descriptions contained in the order confirmation or in the Contract.

**11.4** A contractual guarantee will only be given by the Supplier if this has been expressly agreed in writing beforehand.

**11.5** The Supplier only provides warranty for those defects that occur under the agreed operating conditions (e.g. tips on wood floor care, etc.) and under normal use.

**11.6** The Customer is obliged to inspect the Product upon delivery at his business place and handover of the Product within the period stipulated in paragraph 8.5.

**11.7** In the event of a defect (obvious or hidden defect) and its timely written notification by registered letter (or PEC, if applicable) with return receipt from the Customer, the Supplier has the choice, unless otherwise provided for in the consumer protection law of the Consumer's country, to **rectify** (defective) parts of the Purchase Object or services that have occurred within the respective limitation period at its own expense, or to **deliver new goods** or to **provide new services**.

**11.8** The Supplier may reserve the right to offer the Customer a **price reduction**. The Customer shall not be entitled to **termination**, unless otherwise stipulated in the consumer protection law.

**11.9** An extension of the warranty period shall not occur as a result of the corrective action of defects.

**11.10.** A factual description of the nature of the defect must be attached. In the absence of the above-mentioned conditions, the complaints or reprimands must be supplemented and adapted in order to be asserted.

**11.11.** Should the complaint or notification of defects submitted by the Customer prove to be unfounded or fall within the customary commercial tolerance, the Customer is obliged to reimburse the Supplier for all costs incurred by the latter in examining the relevant grounds and causes.

**11.12.** Claims for material defects become statute-**barred** and are therefore excluded if the material defect (or defect in title) is caused by the Customer (whether he acts as an Entrepreneur or as a Consumer), provided that the respective warranty period (*termine di decadenza di denuncia del vizio*) has been complied with, only after expiry of the limitation periods stipulated by the respective law.

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**11.13. Statute barred (in Italian *prescrizione*):** If the Customer acts as an Entrepreneur, his claims on conclusion of a purchase transaction due to defects of the Purchase Object shall become statute-barred after 1 (one) year from receipt of the goods. The aforementioned limitation periods do not apply to claims for damages in the event of intent or fraudulent concealment of a defect or if the Supplier has assumed a guarantee for the quality of the Purchase Object.

**11.14.** The Supplier is not liable and does not provide any warranty for defects caused by inadequate implementation by the Customer or its commissioned or third party companies, by inadequate maintenance or inadequate repairs or modifications carried out by third parties or without the written consent of the Supplier or due to normal wear and tear.

Furthermore, the Supplier does not warrant for minor and insignificant deviations from the agreed quality, in particular with regard to surface finish and color shades, as these (minor defects) are permissible within the customary tolerances in trade. The behavior of the Customer has a significant influence on the defect-free nature of the wood product - parquet flooring. The Customer is obliged to ensure proper temperature, humidity and cleaning/care.

**11.15.** If the air humidity falls below the humidity level stated and recommended in paragraph 2.4. the floor will form joints, as the wood releases stored moisture to the air in the room and thus shrinks. Experience has shown that these joints recede when the air humidity increases. A hygrometer indicates the humidity in the room. To achieve the recommended humidity level, the customer should use a humidifier, especially if underfloor heating is present.

**11.16.** Damage caused by improper measures or measures contrary to the Contract on the part of the Customer during installation, use, operation or storage does not justify any claim against the Supplier.

## 12 LIABILITY

**12.1** If a product is manufactured by the Supplier on the basis of design information, drawings or models provided by the Customer, the Supplier's liability does not extend to the correctness of the design but to the fact that the product was manufactured in accordance with the Customer's information. In such cases, the Customer shall indemnify and hold the Supplier harmless in the event of any infringement of industrial property rights. The Supplier does not guarantee the acceptance of external repair orders by third parties, in the case of changes or conversions of all or third-party products, or in the case of delivery of used products.

**12.2** The Supplier is not liable for defects the cause of which lies before the transfer of risk, unless the Consumer's respective consumer protection law otherwise provides and it is well established.

**12.3** The Supplier is not liable for only insignificant impairment of usability, for natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or that arises due to special external influences that are not provided for under the Contract. If the Customer or third parties carry out modifications or repair work, no claims for defects shall exist for these and the resulting consequences for the Customer, unless otherwise and indispensably stipulated in the Consumer's respective consumer protection law.

**12.4** Unless otherwise provided for and unless otherwise and indispensably stipulated in the Consumer's respective consumer protection law, the Supplier shall not be liable to the Customer for any damage that has not been caused to the Purchase Object itself, for loss of production, loss of profit, (defect) consequential damage, loss of use, loss of contracts or for any other consequential or indirect loss arising from or in connection with this agreement.

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#### Raiffeisenkasse Ritten |

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12.5 The Supplier is not liable for sample deviations of the ordered Purchase Object. The quality of the sample cannot be regarded as guaranteed.

12.6 The Supplier is not liable for noise and dust development which corresponds to customary practice when a Product (e.g. parquet flooring) is brought into rooms.

12.7 Other claims for damages by the Customer, regardless of the legal basis, in particular for breach of duties arising from the contractual obligation and from unlawful acts, are excluded, unless otherwise and indispensably stipulated in the Consumer's respective consumer protection law. This shall not apply if legal liability arises, e.g. under the Product Liability Act, or in cases of intent, gross negligence, physical injury, the assumption of an existing characteristic or the breach of material contractual obligations.

12.8 Compensation for the breach of essential contractual obligations is, however, limited to the foreseeable damage typical for the Contract, unless intent or gross negligence is involved, or liability is assumed for physical injury or due to the assumption of a guarantee for the existence of a warranted characteristic.

### 13 DATA PROTECTION

**13.1** The Supplier reserves great importance to secure data transmission and the protection of the Customer's privacy. Personal data will therefore be treated confidentially and not passed on to third parties. The data processing is carried out in accordance with the statutory provisions. Customer data will be used exclusively for the purpose of fulfilling the Contract, complying with legal regulations, as well as for processing payment transactions.

**13.2** Customer data will not be passed on to third parties, unless it is absolutely necessary for the fulfilment of the Contract and the further business relationship. The Customer may object to this use of data by the Supplier due to the violation of predominant secrecy interests worthy of protection, which result from his particular situation. All of the Supplier's agents are obliged to comply with the Data Protection Act. The Customer declares that he agrees with the receiving of Customer information.

**13.3** By signing these GCSs, the parties declare that they are the autonomous holders of the personal data of natural persons into whose possession they have come as a result of the execution of the contracts governed by the GCS, and that they mutually undertake to process such data in accordance with the provisions of General Privacy Policy No. 2016/279 and Legislative Decree No. 196/2003 and for the purposes necessary for the correct execution of the services referred to in these General Terms and Conditions.

**13.4** In accordance with art. 13 of Regulation (EU) 2016/679 and for the purposes of art. 7 et seq. of the same EU Regulation, by signing these GCS, the Customer agrees to the processing of personal data in the manner and within the limits published in the Privacy Policy published on the <http://www.lobis.biz> Website.

### 14 APPLICABLE LAW

**14.1** All sale transactions between the parties shall be governed exclusively by **Italian substantive law**, excluding the application of the 1980 Convention on the International Sale of Movable Goods (also referred to as the "**CISG**" or "**UN Sales Convention**").

**14.2** If the Customer is a Consumer, the mandatory and currently valid consumer protection law of the Consumer shall apply in addition, insofar as these deviates from the above, which are valid in the state in which the Customer as a Consumer has his habitual residence, insofar as it grants the Customer further protection.

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## 15. DISPUTE RESOLUTION - ARBITRATION PROCEEDINGS - PLACE OF JURISDICTION

**15.1** The parties agree that any determination regarding the present Contract and the corresponding GTCs shall be determined by an **expert** appointed by the Court of Arbitration of the Chamber of Commerce of Bolzano, according to the rules of the expert procedure, and shall be binding on the parties.

**15.2** The parties reserve the right, in case the Customer acts as a Consumer, to resolve possible conflicts and disputes between consumers and companies (according to the definition of the EU Directive for Consumer Protection 2013/11/EU) before the **ADR-Consumer Conciliation Body of the Chamber of Commerce of Bolzano**.

**15.3** If the Customer acts as an Entrepreneur or as a partnership or corporation or as a legal entity under public law or as a public institution, the Court of Arbitration of the Chamber of Commerce of Bolzano/Bozen will be called upon for any dispute arising between the parties regarding the interpretation, application and/or execution of these General Terms and Conditions and the Contract. The decision is final and will be taken by an arbitration panel consisting of **1 arbitrator** (sole arbitrator) in accordance with the Arbitration Rules of the said Court. For the appointment of the arbitration panel, the parties expressly refer to art. 15 and following of the said Rules.

The place of arbitration is Bolzano/Bozen.

The arbitration language is Italian.

**15.4** Notwithstanding the above provision of the arbitration procedure, if the Customer is acting as an Entrepreneur, the Supplier is in any case entitled to bring its action before the exclusive place of jurisdiction of **Bolzano/Bozen**.

**15.5** If the Customer acts as a Consumer, the action shall be brought before the competent court of the place where the Customer has its registered office, provided that a compulsory court of jurisdiction exists due to Consumer protection (residence of the Consumer) and is mandatory.

## 16. TRADEMARK RIGHTS AND BRANDNAME

**16.1** The Supplier is the exclusive owner of the brandnames **LobiSTIL, LobiTEC, LobiSTONE, LobiART, LobiAGE, LobiSTAIRS, LobiSILENT and LobiCARE** (hereinafter also referred to as the "Trademark Rights") registered in Italy and abroad, as well as of the videos and photos published on its Website and in promotional materials and brochures.

**16.2** Customer shall support Supplier in defending itself against violations of the Trademark Rights and shall inform Supplier immediately of any existing or imminent impairment of the Trademark Rights.

**16.3** The Customer undertakes not to violate the Trademark Rights himself or have them attacked by third parties or to support third parties in any way in the violation.

**16.4** The Customer is further prohibited from using these Brand names for his own purposes or from deriving any economic benefit for himself or third parties.

## 17 FINAL PROVISIONS

**17.1 Amendments.** Any changes and/or amendments to these GTCs must be made in writing to be effective. The written form requirement can only be waived by express written agreement. In any case, the Supplier is entitled to unilaterally amend these General Terms and Conditions of Business to the extent that this is necessary to eliminate subsequently arising equivalence disorders or to adapt to legal or technical changed framework conditions. The Supplier will inform the Customer about an adjustment by notifying the Customer of the content of the changed rules. The amendment becomes part of the Contract if the Customer **does not** object to its inclusion in the contractual relationship **within 60 days** of receipt of the notification of amendment in writing or text form.

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**17.2. Agreements.** These GTCs replace all previous oral and written agreements between the parties.

**17.3 Severability.** Should a provision of this Contract be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a provision shall be deemed to have been agreed which, comes as close as possible to the legally possible extent that was intended by the parties according to the original meaning and purpose of the invalid provision.

**17.4 Communication.** Notifications, declarations and notices of termination provided for under these GTCs must be made in compliance with the formalities set out in these GTCs to the last address notified in writing by the other party.

**17.5. Confidentiality.** The parties agree and undertake to keep confidential and secret all information of confidential nature which may become known to the one party and not to use it for their own purposes without the prior written consent of the other party, unless the information is publicly known.

**17.6. Behavior.** Any conduct of the parties deviating from these GTCs shall neither change nor cancel any agreed rights and obligations, nor create new rights and obligations; this shall also apply in the event of a longer period of deviating conduct.

The Customer \_\_\_\_\_ THE SUPPLIER  
Date/Place \_\_\_\_\_  
Signature \_\_\_\_\_

**18.1** The Customer declares that, with reference to articles 1341 and 1342 of the Italian Civil Code, he has understood and accepted them and in particular the following clauses of these GTCs,:

**Art. 1.4, 1.7 (General provision);**

**Art. 3.2., 3.4., 3.6. (Offers/Conclusion of contract);**

**Art. 4.2., 4.3., 4.4. (Intellectual property);**

**Art. 5.1, 5.2, 5.3, 5.5 (Transfer of risk);**

**Art. 6.5., 6.7., 6.8., 6.12., 6.13 (Prices/Payment conditions);**

**Art. 7.1., 7.2. (Retention of title);**

**Art. 8.3., 8.5., 8.6., 8.7., 8.8., 8.9., 8.12., 8.13 (Delivery terms, Shipping);**

**Art. 9.1., 9.2., 9.4. (Impossibility, Force majeure);**

**Art. 10.2 (Amendment of the contract)**

**Art. 11.4., 11.6., 11.8., 11.11., 11.12., 11.14, 11.16 (Warranty, Guarantee, Liability for material defects)**

**Articles 12.1, 12.2, 12.4, 12.5, 12.6, 12.7, 12.8 (Liability)**

**Art. 14.1 (Applicable law)**

**Art. 15.1, 15.2, 15.3, 15.4 (Dispute resolution, Arbitration, Jurisdiction).**

**Art. 16.4 Trademark rights and Brand name**

The customer

Date/Place \_\_\_\_\_  
Signature \_\_\_\_\_

#

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