



## General Terms and Conditions of Sale and Supply for the Foreign Market

By placing an order and/or by taking charge of the materials, the customer fully accepts the following sales conditions.

Telephone orders are not accepted. Orders must be confirmed in writing.

### 1. Products

1.1. Lighting devices are supplied without lamps; LED light sources are included in the device.

1.2. Castaldi Lighting S.p.A. reserves the right to make technical, formal, and dimensional changes to its products at any time. The company also reserves the right to discontinue products at any time and without notice, and to make changes to prices, parts, details, or finishes as it is necessary for improvement or technical and/or commercial needs, while maintaining the essential characteristics of the described models. All innovations, whether technical or formal, are protected by patents.

1.3. The Customer acknowledges that the products they have selected and ordered meet the required specifications, and exempts Castaldi Lighting S.p.A., its employees, and/or agents from any responsibility for the selection and proposal of the ordered products.

1.4. All descriptions and dimensions of the devices shown in the catalog, price list, and website are provided for guidance only. Castaldi Lighting S.p.A. reserves the right to make changes without notice due to its production needs and the improvement of the products.

1.5. All drawings, projects, studies, and lighting calculations remain the property of Castaldi Lighting S.p.A. and cannot be published or reproduced without written permission.

1.6. Our assembly instructions must be carefully and fully followed, under penalty for voiding any form of warranty and without prejudice to greater criminal responsibilities of the installer in accordance with Law Decree 626/94, Article 6, paragraph 3. These instructions must be delivered to the end user along with the conformity declaration of the system used.

1.7. No modifications or alterations may be made to the products. Unauthorized interventions will void any warranty.

1.8. The company is not responsible for damage caused by incorrect installation.

1.9. For any form of warranty, refer to our specific document "General Warranty Conditions" - Castaldi | Downloads (castaldilighting.it).



## 2. Prices and Quote

2.1. Quotations are valid for a period of 60 days, unless otherwise agreed upon by Castaldi Lighting S.p.A.

2.2. Castaldi Lighting S.p.A. reserves the right to modify the quotation issued with written notice to the customer, even before the expiration of the quotation's validity period.

2.3. Castaldi Lighting S.p.A. reserves the right to modify the offered prices, with written notice to the customer, in cases where:

- Cost increases occur due to factors outside the company's control (e.g., increases in raw material costs, taxation, exchange rate fluctuations);
- The customer changes the delivery date, quantities, or types of ordered products.
- The customer delays in providing necessary information or instructions for completing the supply.

## 3. Orders

3.1. Castaldi Lighting S.p.A. will only accept orders with an amount of at least €500.00. Castaldi Lighting S.p.A. reserves the right to accept orders for amounts lower than the minimum, with a €50.00 charge for "order management for amounts below the defined minimum" in case the invoiced amount is below the specified minimum.

3.2. Orders will be processed according to stock availability: partial shipments are also possible.

3.3. Delivery times indicated in the order are not binding for Castaldi Lighting S.p.A., and the customer may not consider them essential, meaning they cannot request penalties or the termination of the contract. In case of force majeure, making delivery impossible within the agreed time and manner, Castaldi Lighting S.p.A. reserves the right to partially fulfil the contract. In any case, compensation for any damages is excluded.

## 4. Order Cancellation

### 4.1. Standard Products

The customer may exercise the right of withdrawal without incurring any penalty charges only if the withdrawal is received by Castaldi Lighting S.p.A. within 2 (two) working days from the completion of the contract (e.g., from the receipt of the order confirmation). Otherwise, if the customer exercises the right of withdrawal after the expiration of the 2 (two) day period from the completion of the contract, Castaldi Lighting S.p.A. has the right to retain 40% of the payment for the order, if already paid, or issue an invoice for 40% of the amount, which the customer must pay within the agreed terms.



#### 4.2. Custom Products

4.2.1. After the completion of the sales contract, if the customer decides to cancel the order, Castaldi Lighting S.p.A. has the right to retain 100% of the payment for the order if already paid in advance, or issue an invoice for 100% of the order's amount.

4.2.2. Upon receiving an order for custom products, Castaldi Lighting S.p.A. will issue a pro-forma invoice for the total amount for these products. Production of the custom products will begin only after full payment is made, unless otherwise agreed upon by Castaldi Lighting S.p.A. and the customer.

### **5. Claims for Defects and Damages**

5.1. Claims for defects, shortages, or damages must be submitted in writing within 4 (four) days from receipt. Any returns must be pre-approved in writing by Castaldi Lighting S.p.A., which will issue a Return Authorization Number (R.A.N.) to be included in the accompanying documents. Returns without an R.A.N. will be refused.

5.2. Warranty replacements are limited to parts recognized as defective, without any additional charges (refer to our General Warranty Conditions). In this case, the returned goods must be shipped freight prepaid and properly packed.

5.3. The returned materials must be delivered to the Cassano Magnago (VA) facility.

### **6. Delivery**

6.1. Castaldi Lighting S.p.A. is not responsible for damages, theft, or breakages occurring during transport. The recipient of the goods can only claim against the carrier.

6.2. After 4 (four) days from delivery, the goods will be considered accepted without reservations, in accordance with Article 1495 of the Civil Code.

6.3. If the customer delays in picking up the ordered products beyond the communicated availability date, Castaldi Lighting S.p.A. may charge the costs incurred due to the delay, including transport and storage costs.

### **7. Payments**

7.1. Payments must be made directly to the administrative office of Castaldi Lighting S.p.A. Payments made to third parties delegated in writing by Castaldi Lighting S.p.A. will be considered valid and effective: the customer is responsible for verifying the delegation.

7.2. Payments for custom product orders must be made in advance for the full amount, unless otherwise agreed with Castaldi Lighting S.p.A.



7.3. In case of late or non-payment beyond the agreed deadlines, interest will be calculated on the overdue amount at the interbank rate plus 3%. In this case, the company reserves the right to suspend any deliveries related to ongoing orders.

7.4. The materials remain the exclusive property of Castaldi Lighting S.p.A. until fully paid for.

## **8. Jurisdiction**

8.1. Any dispute is subject to the exclusive jurisdiction of the Court of Busto Arsizio, with the express exclusion of any alternative or concurrent forum. Pursuant to Articles 1341 and 1342 of the Civil Code, the customer declares to have read and specifically approve the terms contained in the following articles: Article 1 (Products), Article 3 (Orders), Article 4 (Order Cancellation), Article 6 (Deliveries), Article 8 (Jurisdiction).