

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Scope of Application

These General Terms and Conditions govern the purchase of goods manufactured by Lyria S.r.l. Unipersonale (hereinafter "Lyria") by the Customer signing them and shall apply to all orders submitted by the Customer to Lyria and expressly accepted by the latter, without prejudice to any specific agreements negotiated for individual orders, which shall prevail over these Terms and Conditions in the event of conflict.

2. Order Acceptance

The order shall be deemed finalized upon written acceptance sent by Lyria to the Customer. In the absence of written communication within 3 days, the order shall be deemed accepted and the sales contract concluded.

3. Samples and Characteristics of the Goods

The sale of goods between the Parties shall be deemed carried out on the basis of a sample delivered by Lyria to the Customer pursuant to and for the purposes of Article 1522 of the Italian Civil Code. By signing these General Terms and Conditions, the Customer undertakes in advance that the goods are suitable for the intended use.

The sample shall serve only as an approximate indication of the quality of the goods. Therefore, no termination of the contract nor return of the goods may be accepted in the event of discrepancies that are not substantial, pursuant to Article 1522, paragraph 2, of the Italian Civil Code.

The goods manufactured by Lyria have artisanal characteristics and are produced through a manufacturing process that guarantees their authenticity and originality. By their very nature, they may contain imperfections. Any differences in the product, designs, or colors compared to the sample do not affect functionality or appearance and therefore cannot be considered defects or non-conformities. On the contrary, they are qualities that highlight the uniqueness and high quality of the goods.

If the sale concerns so-called cold-dyed goods, as indicated in the sample, the sample shall serve solely as an indicative reference.

4. Payment Terms

Payment methods and terms shall be specifically agreed upon for each individual order. It is understood that failure to make payment within the agreed terms shall result in the application of statutory default interest, from the due date until actual payment, pursuant to Legislative Decree no. 231/2002.

Failure to make payment according to the agreed terms and methods shall result in the suspension of orders already accepted from the defaulting Customer, regardless of any disputes raised by the Customer, and shall entitle Lyria to modify the related payment conditions.

5. Shipping and Returns

Shipping methods, terms, and costs shall be established according to specific agreements negotiated at the time of each individual order. Delivery dates of the goods shall always be considered indicative and non-essential.

It is in any case understood, even in derogation of any international clauses agreed upon for the individual order, that Lyria shall not be liable for shortages or damages of any kind whatsoever, nor for delays, duties, tariffs, or any event affecting the goods once entrusted to the carrier during transportation.

Likewise, the conditions for returning goods are subject to specific negotiation and may occur solely following a complaint expressly accepted in writing by Lyria and submitted within the mandatory term of 15 (fifteen) days from receipt of the goods.

6. Tolerances and Complaints

The goods shall be subject to the standard tolerances set forth in the Collection of Customs and Practices of the Province of Prato, issued by the Chamber of Commerce of Pistoia-Prato.

The specific Inspection Specifications attached to these General Terms and Conditions shall apply. Failure to comply with the Inspection Specifications shall entitle Lyria not to process complaints or any request for return or refund. In any case, any complaint submitted shall not suspend Lyria's right to obtain full payment for the goods.

Under no circumstances may complaints or inspections be carried out once the goods have been used or cut by the Customer for manufacturing purposes.

7. Force Majeure Clause

Force majeure shall mean the occurrence of an event or circumstance preventing a party from performing one or more contractual obligations, provided that, and to the extent that, the affected party proves:

- [a] that such impediment is beyond its reasonable control; and
- [b] that the event could not reasonably have been foreseen at the time of the conclusion of the contract; and
- [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

In the absence of proof to the contrary, the following events affecting a party shall be presumed to satisfy conditions (a) and (b) above:

- (i) war (declared or undeclared), hostilities, invasion, acts of foreign enemies, extensive military mobilization;
- (ii) civil war, riot, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage, or piracy;
- (iii) currency or trade restrictions, embargoes, sanctions;
- (iv) acts of authority, lawful or unlawful, compliance with laws or governmental orders, regulations, expropriation, confiscation of property, requisition, nationalization;
- (v) plague, epidemic, natural disasters, or extreme natural events;
- (vi) explosion, fire, destruction of equipment, prolonged interruption of transportation, telecommunications, or energy;
- (vii) widespread labor disputes such as boycotts, strikes, lockouts, work-to-rule actions, occupation of factories and buildings.

A party successfully invoking this clause shall be exempt from the obligation to perform its contractual obligations and from any liability for damages or other contractual remedies for breach from the moment the event prevents performance, provided that notice thereof has been given without delay. If such notice is not timely given, the exemption shall take effect from the moment the communication reaches the other party.

The counterparty may suspend performance of its own obligations, where appropriate, from the date of such communication.

Where the effect of the impediment or event invoked is temporary, the aforementioned consequences shall apply only to the extent and for the duration that such impediment or event prevents the affected party from performing its contractual obligations. The affected party must notify the other party as soon as the impediment ceases to prevent performance.

If the duration of the impediment substantially deprives one or both parties of what they were reasonably entitled to expect under the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 (one hundred and twenty) days.

8. Governing Law and Jurisdiction

These General Terms and Conditions shall be governed exclusively by Italian law, which shall also be the sole applicable law governing the individual contractual relationships between Lyria and the Customer.

Any matter concerning the interpretation of these General Terms and Conditions and the resolution of disputes arising between Lyria and the Customer shall fall under the exclusive jurisdiction of the Court of Prato.

Date

The Customer

For express acceptance pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code of clauses nos. 3 (Samples and Characteristics of the Goods), 4 (Payment Terms and Methods), 5 (Shipping and Returns), 6 (Tolerances and Complaints), 7 (Force Majeure), and 8 (Governing Law and Jurisdiction).

Date

The Customer

FABRIC INSPECTION SPECIFICATIONS

Lyria S.R.L. Unipersonale, with registered office in Montemurlo (59013 – PO), Via Venezia no. 30/32, Tax Code and VAT no. 01905190979, in its capacity as seller, provides the following fabric inspection specifications, which all customers are required to comply with scrupulously.

Lyria S.R.L. Unipersonale informs that all its fabrics are inspected and certified by an external company, Vichi Focus S.r.l., with registered office in Agliana (51031 – PT), Via Chiusa no. 110. During the inspection process, the company stamps the fabric rolls both at the beginning and at the end to guarantee measurement accuracy, which is carried out using measuring devices inspected and certified monthly.

1.

In order for Lyria S.R.L. Unipersonale to process any customer complaints and return requests, customers are expressly required to inspect the fabrics according to the following procedure.

Failure to comply with the following points shall result in the automatic rejection of any claim, as Lyria S.R.L. Unipersonale cannot be held liable for discrepancies identified during inspection and therefore cannot accept any chargeback request.

2.

During inspection, all fabrics must be accurately measured. If a difference greater than 2% (two percent) from the declared yardage is found, the customer must immediately notify Lyria S.R.L. Unipersonale and make the fabric rolls available for verification.

Such verification shall be carried out by the aforementioned Vichi Focus S.r.l., which, upon completion of the inspection, shall apply the two stamps at the beginning and end of the fabric roll.

3.

The customer measuring the sold fabric must necessarily take into account the length of the sleeves/tubes used for measurement and offman testing, which may not reduce the sold yardage of the fabric roll.

The roll may not be considered shorter than the dimensions sold by Lyria S.R.L. Unipersonale unless it bears the stamps at both the beginning and the end.

4.

If the fabric rolls show a width discrepancy greater than the 2% (two percent) tolerance, they must immediately be made available to Lyria for verification together with Vichi Focus S.r.l.

5.

Any handling of the fabric rolls carried out as a consequence of the customer's inspection, such as re-rolling, reversing face/back side, steaming, etc., shall exempt Lyria S.R.L. Unipersonale from any liability regarding discrepancies in the sold fabric rolls.

6.

If customers mark discrepancies during their inspections with chalk instead of appropriate adhesive markers, they shall be charged for the additional washing costs of the rolls if the reporting of defects results in the withdrawal of the product by Lyria S.R.L. Unipersonale for necessary reprocessing.

7.

The customer is required to submit any complaint to Lyria S.R.L. Unipersonale no later than 15 days from receipt of the goods. Failing this, no claim may be brought against Lyria S.R.L. Unipersonale, nor may any discrepancy be attributed to it.

8.

Fabric rolls may be returned by the customer solely following a specific request formally accepted by Lyria S.R.L. Unipersonale, subject to verification of compliance with the procedure set out in this document and taking into account any arrangements agreed upon on a case-by-case basis.

In the absence of formal acceptance, the return shall be deemed rejected.

9.

Customer refund requests must be calculated net of any refunds already granted by Lyria S.R.L. Unipersonale and may only be submitted in the event that the above-mentioned tolerance of 2% (two percent) is exceeded.

Prato, _____

Acknowledged and accepted by the Customer _____

For express approval pursuant to Article 1341 of the Italian Civil Code of points 1, 3, 5, 7, 8, and 9.
