

General Terms and Conditions of Sale

1. Scope of Application

These General Terms and Conditions of Sale ("GTCS") apply to all product sales ("Products") carried out by DTS ILLUMINAZIONE SRL, headquartered in Misano Adriatico (RN), Via Fagnano Selve no. 12/14, Italy, VAT no. 02701930402 ("DTS"), to any customer ("Customer").

Under no circumstances shall DTS be bound by any general terms and conditions of the Customer, even if they are referenced or included in orders or any other documentation sent to DTS. No behavior by DTS may be interpreted as implicit acceptance of the Customer's general terms and conditions.

Any deviations from these GTCS shall only be valid if agreed in writing between the parties.

2. Products – Sales Agreement

All information and data regarding the Products, including those listed on websites, brochures, catalogues, price lists, or similar documents by DTS, are indicative and shall only be binding for DTS to the extent that they are referenced in the "Sales Agreement" as defined in the next paragraph.

Each sales agreement ("Sales Agreement") between DTS and the Customer shall be concluded through:

- the submission of an offer by DTS and the written acceptance of such offer by the Customer; or
- the submission of an order by the Customer and written acceptance of such order by DTS via an order confirmation.

3. Packaging – Delivery of Products

Products will be packaged and prepared for shipment using the standard protection systems generally adopted by DTS, considering the agreed transport methods.

DTS shall deliver the Products (i) in accordance with the Incoterms® rule and (ii) within the delivery time specified in the Sales Agreement. This delivery time shall not be deemed essential. Except in cases of willful misconduct or gross negligence, DTS shall not be liable for any direct or indirect damages due to late delivery, provided the Products are delivered within 30 (thirty) days after the agreed delivery date.

Upon receipt of the Products, the Customer must report any damage, shortages, or anomalies to the packaging by marking a written reservation on the delivery document and:

- having the carrier confirm the reservation by signature; and
- promptly notifying DTS in writing and sending a copy of the document within 5 (five) days of receipt.

Otherwise, DTS shall not be liable for any loss, theft, or damage occurring during transport, even if the risk was partially or wholly borne by DTS.

4. Payment – Late Payment

The Customer must pay for the Products in the manner and time specified in the Sales Agreement. Payments are considered made only when the amount is credited to DTS's bank account.

In case of delayed payment, DTS may, after written notice:

- suspend further deliveries until full payment is received; and/or
- if amounts remain unpaid 15 (fifteen) days after notice, DTS may also demand immediate payment of all outstanding debt, even if installments or deferred payments had been agreed upon.

5. Retention of Title

DTS retains ownership of the Products until full payment is received. Until then, the Customer must:

- identify the Products with labels as exclusive property of DTS;
- keep them in perfect condition;
- not sell, deliver, or pledge them in any way.

6. Warranty

DTS guarantees that the Products conform to the Sales Agreement and are free from manufacturing defects. The following are expressly excluded from warranty:

- Non-standard or abnormal use;
- Failure to follow the provided instructions;
- Improper use, installation, or disassembly;
- Lack of periodic maintenance (e.g., cleaning user-serviceable filters);
- Unauthorized modifications or servicing by unauthorized personnel;
- Serial numbers removed or altered;
- External causes (power failures, surges, etc.);
- Accidents, misuse, neglect, fire, flood, or natural disasters;
- Use outside the environmental conditions declared by IP protection rating (IEC 60529);
- Normal wear and tear;
- Damages during shipment;
- Lamps covered by the lamp manufacturer's warranty;
- Returned Products without original packaging or proof of purchase;
- Any other cause not related to manufacturing defect.

The warranty period from 01/01/2025 is:

- 5 (five) years for catalog products in the current Architectural line and for the entire Tenore and Soprano families;
- For purchases before 01/01/2025, the warranty valid at the time of invoicing applies;
- 3 (three) years for all other products.



The Customer must notify DTS of any non-conformities or defects via email within the following timeframes, or lose the right to warranty:

- Obvious defects: within 7 (seven) days from delivery;
- Hidden defects: within 7 (seven) days from discovery and within the warranty period.

DTS reserves the right to inspect the allegedly defective Products. Upon request, the Customer must return them at their own expense and risk. If the defect is confirmed, DTS will, at its discretion, repair or replace the defective Products or components at no cost to the Customer.

Shipping costs for repaired or replaced Products or parts are borne by the Customer.

Replaced parts or Products become property of DTS.

These remedies are the only ones available to the Customer. To the fullest extent permitted by law, DTS excludes any other liability, including for direct, indirect, or consequential damages or loss of profit.

This warranty replaces and excludes all other legal, express, or implied warranties.

7. Intellectual Property of DTS

The Customer acknowledges that nothing in these GTCS shall grant any ownership or usage rights over DTS trademarks, names, or other distinctive signs.

The Customer shall not use or register any patents, copyrights, designs, industrial property rights, or know-how related to DTS inventions, information, procedures, processes, or software ("IP and Know-How"), nor similar/confusing marks.

The Customer may not use DTS's company name, trademarks, or other identifiers for domain registration or on any social media platforms (e.g., Facebook, Twitter, Instagram, LinkedIn, YouTube, etc.).

DTS remains the sole owner of its trademarks, names, and IP and Know-How.

8. Force Majeure

DTS shall not be liable for failure or delay in fulfilling its obligations due to events such as war, epidemics, pandemics, fires, earthquakes, floods, tsunamis, strikes, workforce issues, energy restrictions, public authority acts, or any unforeseeable causes beyond DTS's control.

In such cases, delivery deadlines will be extended accordingly. If the event prevents supply for over 3 (three) months, the Customer may terminate the Sales Agreement by sending written notice via registered letter or courier to DTS, without liability for DTS.

9. Dispute Resolution

All disputes concerning the application, performance, interpretation, or breach of the Sales Agreement shall be referred to the Mediation Body of the Province of Rimini under Legislative Decree 4 March 2010 No. 28.

If mediation fails, either party may refer the matter to the ordinary judicial authority.

The Court of Rimini shall have exclusive jurisdiction over all disputes.

10. Privacy

By executing the steps required to form the Sales Agreement, the Customer declares to have read the privacy notice published on DTS's institutional website (www.dts-lighting.it).

_____, __/__/20	_____, __/__/20
DTS ILLUMINAZIONE SRL	Cliente
_____	_____
_____	_____

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly approves the following clauses:

Paragraph 1 (Customer's general conditions), Paragraph 2 (information related to the Products); Paragraph 3 (delivery); Paragraph 4 (late payment); Article 5 (retention of title); Article 6 (warranty); Article 7 (DTS intellectual property); Article 8 (force majeure); Article 9 (dispute resolution).

_____, __/__/20	_____, __/__/20
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