

# GENERAL CONDITIONS OF SALE

## 1. ACCEPTANCE OF ORDER

These General Conditions of Sale are applicable to any order placed with MALL BRANDS SRL. These conditions apply with the exclusion of any other clause or condition, except for any particular clauses previously agreed in writing and signed for acceptance by the parties. MALL BRANDS SRL reserves the unquestionable right to modify these General Conditions of Sale at any time. All additional clauses or special purchase conditions that are incompatible with these general conditions, even if reported on the Customer's order, will be considered as not affixed. This order - commission, formulated by means of an irrevocable purchase proposal, is immediately binding for the Customer. Orders in any form forwarded by the Customer will not be in any way binding for MALL BRANDS SRL which may therefore not accept them at its sole discretion. The acceptance of the order by MALL BRANDS SRL is completed with the automatic sending of the order confirmation from its B2B portal. The order confirmation contains the customer's data and the order number, the price of the goods purchased, and the delivery address to which the goods will be sent and the link to print and archive the copy of these conditions. Acceptance may also be deemed to have been completed in tacit form, through the shipment of the ordered goods within the indicative deadlines set. MALL BRANDS SRL reserves the right to cancel orders partially or totally, if there is no possibility of producing the items ordered.

## 2. CANCELLATION/CHANGES

Any total or partial cancellation of this order-commission by the Customer or in case of refusal to receive and/or collect the delivered goods, will result in termination by law pursuant to art. 1456 c.c., of the order - commission formulated and the obligation on the Customer to pay the immediate payment of the sum corresponding to 30% of the value of the goods ordered, as a penalty pursuant to art. 1382 c.c. MALL BRANDS SRL also reserves the right to cancel orders already accepted, if the Customer's financial and/or solvency conditions change, such as, for example, by way of simplification but not exhaustive, in the case of protests, seizures, foreclosures, to insolvency proceedings and in general prejudicial acts. Furthermore, MALL BRANDS SRL has the right to suspend, or cancel, orders already accepted in all cases beyond the control of MALL BRANDS SRL, such as, by way of example and not limited to, epidemics, pandemics, fires, floods, wars, interruptions of production also in compliance with legislative and administrative provisions, lack of stock in the warehouse, cases of strike by supplier

companies, transport strike, customs strike, MALL BRANDS SRL staff strike, determined by any cause, difficulties arising whether they delay or not allow, in whole or in part, the supply or make the supply more expensive and in any case without any liability on the part of MALL BRANDS SRL. The Customer will therefore not be able to attribute or request any compensation for damages suffered from MALL BRANDS SRL.

Any modifications and/or cancellations of the order - commission / orders - commissions made by the Customer must / must be made within 15 days from the date of placing the order - commission / orders - commissions of the orders and not beyond the closing date of the sales campaign. In the event of changes made by the Customer after the aforementioned deadline, they will not be considered valid, MALL BRANDS SRL will execute the order - commission as initially sent by the Customer with the Customer's obligation to pay the amounts envisaged therein.

## 3. TERMS OF DELIVERY

Unless otherwise expressly agreed in writing between the parties, the delivery date of the goods reported in this order will take place with reference to the Autumn/Winter collection, no later than the end of September of the same year; as for the Spring/Summer collection, no later than the end of March of the following year. Any delivery terms are purely indicative and have no contractual value.

Any delays in the delivery of the products cannot in any case lead to any liability on the part of MALL BRANDS SRL. The Customer will therefore not be able to attribute or request from MALL BRANDS SRL any compensation for damages suffered due to any delays in the delivery of the products.

## 4. SHIPPING

The delivery of the goods is considered completed at the headquarters of MALL BRANDS SRL and at the moment of their collection by the carrier.

The goods travel at the risk of the Customer who, in his own interest, must verify, before collection, the integrity of the packages and the quantity of the goods received. Any complaints must be made directly to the carrier at the time of delivery.

From the moment of delivery, all risks and charges relating to the transport of the goods are borne by the Customer. In the event of theft and/or shortage of goods, the customer is still required to promptly inform MALL BRANDS SRL by email at the following address: [commerciale@isabelleblanche.it](mailto:commerciale@isabelleblanche.it), as well

as to make a specific reservation to the courier at the time of delivery.

## 5. TERMS OF PAYMENT

Once the agreed payment term has elapsed, default interest will be charged, without the need for prior formal notice, in the amount provided for pursuant to art. 5 of Legislative Decree 231/2002 in addition to unpaid bank charges, without prejudice to compensation for greater damage.

MALL BRANDS SRL in the event of failure by the Customer to comply with the terms and conditions of payment, may:

- request immediate payment of all credits due to forfeiture of the benefit of the term;
- suspend ongoing supplies or complete them only against advance payment;
- withdraw from all further orders-commissions stipulated with the Customer and interrupt ongoing negotiations with the same;
- terminate the contract pursuant to art. 1456 of the civil code.

In the aforementioned case of termination of the contract, the Customer must also pay MALL BRANDS SRL in full amount owed to you, will be required to compensate for all damages suffered as a result of the breach of contract.

However, the possibility remains for MALL BRANDS SRL to request the execution of the contract (I propose this modification for this point). In the event of late payment within the terms set out in this order-commission, the Customer will automatically be charged the default interest referred to in Article 5 of Legislative Decree no. 231/2002, in addition to the unpaid bank charges. Failure or delayed payment will however give MALL BRANDS SRL the right to cancel any further orders already accepted, without prejudice to compensation for damages.

## 6. RETURN FOR EXCHANGE OF GOODS /RETURN FOR FAILURE

7. Any returns must be authorized in advance in writing by MALL BRANDS SRL. The relative shipment must be carried out in such a way as not to cause unnecessary damage or bending, otherwise it will be charged to the Customer himself, by insured postal means or by courier with an indication on the outside of the package of the number that will be assigned with the communication of acceptance of the return

## 7. TOLERANCES

The tolerances of use on any imperfections and/or differences compared to the sample of hand-made garments, or in general, in color shades, are expressly accepted by the Customer. The Customer will therefore not be able to attribute or request any compensation for damages from MALL BRANDS SRL due to any

## GENERAL CONDITIONS OF SALE

imperfections and/or differences in the products delivered.

### 8. SALES MARK UP

The Customer undertakes to make a mark up between a minimum of 2.6 and a maximum of 2.9 on the price, without prejudice to the right of MALL BRANDS SRL to terminate the relationship with defaulting customers at any time without any right be boasted by the same.

### 9. PURCHASE OPTIONS

Both the main collections and the additional flashes must be purchased from the local representative office.

### 10. USE OF PROMOTIONAL MATERIAL AND/OR DISTINCTIVE BRANDS

The Customer may use the name and trademarks ISABELLE BLANCHE in promotional and advertising initiatives only with written authorization from MALL BRANDS SRL and exclusively through the directives and using the material received from the relevant offices. The use of trademarks and distinctive signs is authorized only and exclusively during the commercial relationship and for the period of the fashion season relating to the purchase of the product. Further uses of the trademark and distinctive signs must be authorized in writing by MALL BRANDS SRL. Violation of this contractual provision constitutes the customer's obligation to immediately pay MALL BRANDS SRL the sum of Euro 20,000.00 (twenty thousand/00), as a penalty pursuant to art. 1382 of the Civil Code. and the right to take action for the greater damage suffered is reserved. Any promotional initiatives and/or discounts on the goods purchased can only be authorized in writing by MALL BRANDS srl. Failure to do so will result in this contract being automatically terminated pursuant to art. 1456 of the Civil Code. and the Customer will be required to immediately pay the sum of Euro 20,000.00 (twenty thousand/00) in favor of MALL BRANDS SRL as a penalty pursuant to art. 1382 of the Civil Code. and the right to take action for the

greatest damage is reserved. The penalties provided for in this article are recognized as congruous and fair, in relation to the primary interest of MALL BRANDS SRL in protecting the correct management of the marketing and distribution of goods under its own brand and are accepted in any case also as a predetermination of the compensable damage without prejudice the right to take action for the greatest damage. They will be requestable and enforceable through an appeal for an immediately enforceable injunction..

### 11. SOLVENCY

In the event of decreased solvency of the Customer, even if manifested towards third parties at any time, MALL BRANDS SRL has the right/alternative and at its own discretion, without prejudice to the provisions of art. 1186 of the civil code.

- a) To withdraw from any ongoing sales contract at any time, without having to pay the Customer any compensation or compensation;
- b) to demand payment for the goods by means of bills of exchange, even if a different form of payment has already been agreed upon for the same
- c) to demand the release of a bank guarantee on first request with a deadline and amount that will be indicated by MALL BRANDS SRL.

### 12. COMPLAINTS

The Customer is required to check the goods upon receipt and any dispute must, under penalty of forfeiture, be forwarded by email to commerciale@isabelleblanche.it. within 30 days from the date of receipt of the goods.

### 13. COMPETENT COURT

By express agreement and convention between the parties to this agreement, the Court of Prato will be solely and exclusively competent for the resolution of any disputes that may arise between the parties regarding the interpretation, application and/or execution of this contract.

### 14. DATA PROCESSING AND PRIVACY PROTECTION

Pursuant to the provisions of Legislative Decree 193/2003 and subsequent amendments and additions, the Customer declares to have been informed about the purposes and methods of the processing, the nature of the provision, the consequences of any refusal and the subjects to whom the data can be communicated and the scope of dissemination of the data themselves, as well as the rights referred to in the law itself, the company name and the registered office of the data controller and the person responsible. Based on this information, the Customer gives his consent to the processing of data within the purposes and methods indicated to him within the limits in which consent is required by law. Such data will be processed using manual, IT and telematic tools, with a guarantee of security and confidentiality and with a commitment not to disseminate or communicate them to extraneous third parties. The Company Register, the financial offices and the appointed bodies and institutes are not considered extraneous third parties. to receive documents or payments.

15. WITH SPECIFIC APPROVAL pursuant to and for the purposes of art. 1341 cc, the buyer declares to have carefully read and expressly approves the following clauses of the general contract conditions: 1) ACCEPTANCE OF ORDERS; 2) CANCELLATION/CHANGES; 3) DELIVERY TERMS; 4) SHIPPING AND TRANSPORT; 5) PAYMENT CONDITIONS; 6) RETURN FOR EXCHANGE OF GOODS OR RETURN FOR FAILURE; 7) TOLERANCES; 8) SALES MARK UP; 9) HOW TO PURCHASE COLLECTIONS; 10) GOODS IN STOCK; 11) USE OF PROMOTIONAL MATERIAL AND/OR DISTINCTIVE BRANDS; 12) SOLVENCY; 13) COMPLAINTS; 14) COMPETENT COURT; 15) DATA PROCESSING AND PRIVACY PROTECTION; 16) WITH SPECIFIC APPROVAL.