

## GENERAL TERMS AND CONDITIONS OF SALE

Silfer S.r.l. – EKINO

### 1. Information about the seller

These General Terms and Conditions of Sale (hereinafter, the “Terms”) govern the purchase of products made via the EKINO website, managed by:

Silfer S.r.l.

Registered office: Via XXV Aprile n.10 – 22031 Albavilla (CO) – Italy

Registered with the Companies Register of Como – Tax Code and VAT No. 00201330131 – REA CO-10270

Phone: +39 031 62 72 79 – Mobile: +39 333 211 4639

E-mail: [ekinodesign@silfer.it](mailto:ekinodesign@silfer.it)

Certified e-mail (PEC): [silfer@pec.silfer.it](mailto:silfer@pec.silfer.it)

For any information regarding products, orders or these Terms, the Customer may contact Silfer S.r.l. using the above contact details.

### 2. Subject matter

Through the EKINO website, Silfer S.r.l. sells paintings and design objects, made to order and customisable (for example in the choice of colour and/or specific finishes) on the basis of the instructions provided by the Customer at the time of the order.

These Terms apply to all sales made via the website, both to consumers and, where compatible, to professional customers, unless otherwise agreed in writing.

### 3. Acceptance of the Terms

By placing an order via the website, the Customer declares that they have read, understood and accepted:

- these General Terms and Conditions of Sale;
- the Privacy Policy;
- the Cookie Policy;
- the Returns and Refunds Policy.

These documents are always available in the dedicated sections of the website and in the footer. The Customer is invited to print or save them on a durable medium.

### 4. Registration and use of the website

Access to the website is free. To place an order, the Customer may:

- create a personal account, choosing a username and a confidential password; or
- proceed as a “guest”, providing the data required to complete the order and deliver the products.

The Customer undertakes to provide truthful, complete and up-to-date data and not to use the website for unlawful or unauthorised purposes. The Customer is responsible for keeping their account credentials confidential and for any use thereof.

### 5. Product characteristics

The essential characteristics of the products (materials, indicative dimensions, finishes, available colours, customisation options) are described in the relevant product pages published on the website.

Given the artisanal nature and made-to-order production of EKINO products, slight differences in colour shade, finish or detail may occur compared to the images shown on the website, which are for illustrative purposes only. Such minor variations do not constitute a lack of conformity but are an expression of the handcrafted production and customisation of the product.

## 6. Prices and currency

Product prices are expressed in euro (EUR) and, unless otherwise indicated, exclude VAT.

For orders delivered to non-EU countries, the price indicated may not include customs duties, taxes or import charges applied by the destination country, which remain payable by the Customer in accordance with local regulations.

Silfer S.r.l. reserves the right to change prices at any time; however, the Customer will be charged the price indicated on the website at the time the order is submitted. Any material pricing errors will be communicated to the Customer, who may confirm the order at the correct price or cancel it, with a refund of any amounts already paid.

## 7. Orders and conclusion of the contract

To place an order, the Customer must:

- 1) select the product, choose the customisation options (e.g. colour) and indicate the desired quantity;
- 2) add the product to the shopping cart;
- 3) enter the shipping and, if applicable, billing details;
- 4) select the payment method;

- 5) review and accept these Terms;
- 6) confirm the order using the appropriate button.

By submitting the order, the Customer makes a purchase offer to Silfer S.r.l.

The sales contract is deemed concluded when the Customer receives an order confirmation e-mail from Silfer S.r.l., containing a summary of the products purchased, the price, shipping costs and a reference to these Terms.

Silfer S.r.l. reserves the right not to accept an order in the event of:

- incomplete or incorrect data;
- failed payment or problems with payment authorisation;
- impossibility of fulfilling the order (e.g. unavailability of the necessary materials).

In such cases, the Customer will be informed and, if payment has already been made, the amounts paid will be refunded.

## 8. Payments

The available payment methods are indicated on the website (e.g. credit/debit cards, PayPal or other payment gateways, bank transfer).

Payment is due at the time the order is confirmed. Payments are processed through certified third-party service providers; Silfer S.r.l. does not store the Customer's full card details, as described in the Privacy Policy.

If payment is not successfully completed, the order will not be processed.

## 9. Shipping, delivery and customs

Products are shipped to the address indicated by the Customer when placing the order, using couriers appointed by Silfer S.r.l.

Production and shipping times indicated on the website or in communications are approximate and may vary depending on production workload, destination and courier availability. Any delays not attributable to Silfer S.r.l. (including, by way of example, strikes, natural events, transport disruptions, customs inspections) do not entail liability for Silfer S.r.l.

For shipments to non-EU countries, any customs duties, import taxes and charges are payable by the Customer and are not refundable by Silfer S.r.l., unless expressly stated otherwise.

Upon delivery, the instructions and procedures set out in the Returns and Refunds Policy apply regarding inspection of the packaging and reporting of any damage (e.g. reservation on the transport document, notification within 48 hours, provision of photos).

## 10. Customised products and right of withdrawal

EKINO products are made to order and customised according to the Customer's choices (e.g. colour, finish, combinations).

Under the rules on distance contracts, the right of withdrawal does not apply to goods made to measure or clearly personalised. Therefore:

- returns or refunds are not accepted for simple change of mind;
- any return or refund requests will be considered exclusively in the event of a product damaged on delivery or not conforming to the order, in accordance with the Returns and Refunds Policy.

## 11. Returns, refunds and damaged products

The procedures for handling returns, refunds and products that are damaged or not conforming (including deadlines for reporting, photographic documentation required and any handling of transport/customs costs) are set out in detail in the Returns and Refunds Policy of Silfer S.r.l., which forms an integral part of these Terms and which the Customer is invited to read carefully before purchasing.

In the event of any inconsistency between these Terms and the Returns and Refunds Policy, the provisions of the Returns and Refunds Policy shall prevail with regard to returns and refunds.

## 12. Statutory guarantee of conformity

For Customers who qualify as consumers, the provisions on the statutory guarantee of conformity laid down by the applicable consumer protection laws remain unaffected.

In the presence of a lack of conformity of the product, the Customer is entitled to the remedies provided for by law (such as repair, replacement, price reduction, termination of the contract), under the conditions and within the time limits established by the applicable legislation.

## 13. Limitation of liability

Except in cases of wilful misconduct or gross negligence, Silfer S.r.l. shall not be liable for:

- slight differences in colour, finish or appearance of the product compared to the images on the website, due to the Customer's device settings or the artisanal and customised nature of the products;

- delays or failure to deliver due to force majeure or circumstances not reasonably foreseeable or controllable (strikes, weather events, transport disruptions, customs inspections, etc.);
- indirect or consequential damages not directly attributable to the failure or defective performance of the contract.

Unless otherwise required by mandatory law, the total liability of Silfer S.r.l. shall not exceed the amount actually paid by the Customer for the product giving rise to the claim.

#### 14. Personal data protection

The Customer's personal data are processed in compliance with the applicable data protection laws and as described in the Privacy Policy and Cookie Policy of Silfer S.r.l., available on the website. These documents specify, among other things, the purposes and legal bases of the processing, retention periods, the rights of data subjects and how to exercise them.

#### 15. Applicable law and jurisdiction

These Terms are governed by Italian law, without prejudice to any prevailing consumer protection regime applicable in the Customer's country of residence.

Any dispute relating to the interpretation, performance or validity of these Terms or of the sales contract shall be subject to:

- the jurisdiction identified in accordance with consumer protection laws, where the Customer is a consumer resident in the European Union; or
- the exclusive jurisdiction of the Court of Como, Italy, in all other cases.

## 16. Amendments to the Terms

Silfer S.r.l. reserves the right to amend these Terms at any time. The new Terms will apply to orders placed after their publication on the website.

For each order, the version of the Terms in force at the time the Customer submits the order shall apply.