



CAMERA DI
COMMERCIO
MILANO
MONZABRIANZA
LODI



UNIONCAMERE



FEDERMOBILI

FEDERAZIONE NAZIONALE
NEGOZI ARREDAMENTO

DAL 1967 AL SERVIZIO DELLE IMPRESE



CONTRACT TYPE

FOR THE SALES OF FURNITURE AND FURNISHINGS



We thank

Giulio Rufo Clerici, a lawyer appointed by the Chamber of commerce
of Milan Monza Brianza Lodi for cooperating
to draw the Model Contract.

December 2017

COMMISSION COPY

(TO INDICATE ON THE SELLER'S HEADED PAPER)

CONTRACT NO. _____ DATED _____

Invoice: No Yes

Client's VAT _____ Taxpayer code _____

Mr./Company name _____

Tel./Mobile _____ E-mail _____

Address _____

Area code _____ Town _____

Place of delivery _____ Floor _____ Town _____

Purchase operator _____ Seller _____

Measurements: charged to the seller communicated by the buyer

Any annexes (countersigned): drawing no. of pages _____ list no. pages _____

SERVICES

DESCRIPTION	SPECIFICATIONS	PRICE (*)
MEASUREMENT SURVEY		
PLANNING		
TRANSPORT/DELIVERY		
AERIAL LADDER INTERVENTION		
DISASSEMBLY/DISPOSAL OF EXISTING ELEMENTS		
ASSEMBLY		
HOME APPLIANCE INSTALLATIONS		
LAB WORK/ADJUSTMENT		
OTHER (MASONRY, HYDRAULIC, ELECTRICAL OR CONNECTIONS WITH QUALIFIED STAFF, ETC.)		

TYPE OF CONTRACT

FOREWORD

This contract complies with the provisions on the sale of consumer goods, pursuant to Legislative Decree 206 dated September 6, 2005, hereinafter referred to as the Consumer Code.

1. COMPLETING THE CONTRACT

This contract is completed with its undersigning by the buyer and seller. It is accompanied, where necessary, by the estimate, by lists or drawings, countersigned by the buyer and by the seller, to better define the purchased products and that are an integral part of this contract.

2. CHANGES

In the contract, all the individual elements that make up the good and the services provided need to be indicated.

Any request for variation, by the buyer, must be received by the seller within 8 working days from the date of undersigning.

In this case, the seller, after checking the feasibility, can inform the buyer on the acceptance of the variation and the related contractual conditions within the next 8 working days.

The seller promptly notifies the buyer on any variation requests, determined by justified reasons, unrelated to the seller, to agree on the change or on the consensual termination of the contract stipulated by the parties.

3. TECHNICAL FEATURES

The purchaser declares to have read the technical - functional features of the goods at issue of the supply according to Art. 6 of the Consumer Code ("Minimum information content").

4. CONFORMITY TO THE SAMPLE

In the case of a sale upon sample, the goods sold must comply with the sample presented to the buyer, as established by the Consumer Code, considering that, for natural products (wood, leather, leather, marble, etc.) and for the

lacquering, slight differences or are tolerated with respect to the sample itself.

5. MEASURES

The seller, unless otherwise agreed, must draw up a map showing the measurements of the premises of destination, which he previously taken with the specification of the location of the plants. Should the measures be modified for interventions following their detection, these must be immediately communicated by the buyer to the seller. Any resulting costs are borne by the party requesting the modification, without prejudice to the provisions of Art. 2 of this contract.

The seller is responsible in case he has measured incorrectly or has not verified the measures submitted for approval, or has wrongly indicated the location of the plants. The buyer is responsible in case he provided inaccurate measures or did not communicate the changes.

6. ASSEMBLY AND INSTALLATION

Only the assembly service of the individual parts is included in the assembly service of the good being sold; instead, it does not include any hydraulic, electrical or masonry work and, in general, the works necessary to operate the good are not included but are included in the installation service instead. The seller will perform the installation only if this service is included in the contract. In this case the buyer, before the delivery of the goods, must allow the seller to view the destination premises beforehand to verify the feasibility of the works necessary for the installation. Within the date of delivery of the goods, the purchaser must promptly communicate any impediments or issues that may arise that could make the installation difficult or impossible.

7. PRICES AND VARIATIONS

The price of the supply at issue of this contract includes the compensation for the goods and services specified in the contract. The price must be modified if there are changes in VAT rates, government taxes and, in any case, sales taxes, occurring after the date of stipulation of this contract and that shall be, in any case, promptly communicated by the seller to the buyer.

The invoice must be requested at the time the contract is undersigned.

8. CONFIRMATORY DOWN PAYMENT AND DEPOSIT

At the time of undersigning the contract, the buyer can/must pay (cancel the unselected option) a deposit to the seller not above _____% of the value of the supply.

If the parties agree on an initial payment of a sum above the mentioned percentage, the difference must be counted as an advance payment.

9. DELIVERY

The date of delivery of the purchased goods is agreed with precision between the Seller's delivery office and the buyer.

At the same time, the parties determine which party shall perform the delivery and which one bears the related expenses. Date, expenses, modality and whatever pertains to the delivery are reported in the commission copy that is an integral part of this contract.

The buyer can obtain information on the progress of the contract's execution at any time .

The buyer undertakes to promptly communicate any impediments or issues that make it difficult or impossible to deliver the goods, if this is carried out by the seller. If the buyer requests a change in the delivery terms from the seller, the request must be made in writing and the balance payment for the delivery must be made within _____ days from the delivery date that was agreed upon when undersigning the contract.

The only possible costs for the custody, delivery, assembly, disassembly, and installation are excluded, and they must be paid within the new agreed delivery date.

If the buyer refuses the delivery of the goods unjustifiably, the seller requests that the service is received within a further period that is appropriate for the circumstances.

Once the term has expired to no avail, the seller may withdraw from the contract, withholding the deposit, or request the execution or termination of the contract, except for any compensation for damages, as provided for by Art. 1385 of the Civil Code.

If the seller does not fulfil the delivery obligation within the agreed term, the client requests that the delivery is made within an additional period appropriate for the circumstances.

This charge does not apply if the seller refuses to deliver the goods, or if the compliance with the deadline agreed by the parties for the delivery of the goods

should be considered as essential, taking into account all the circumstances that accompanied the completion of the contract, or if the consumer has informed the seller, before the completion of the contract, that the delivery within or on a specific date is essential.

In case of non-delivery of the goods within the agreed term, even after an additional period, the consumer can withdraw from the contract, requesting the double of the deposit, or request the immediate termination of the contract and compensation for damages.

In particular, in the case of a termination of the contract pursuant to Art. 61 of the Consumer Code, by the consumer, the seller is held to reimburse all sums paid, without delay, under the contract.

In related credit agreements, in the event of non-fulfilment by the supplier of the goods or services, the consumer, after sending formal notice to no avail, has the right to terminate the credit agreement, if there is a serious breach pursuant to Art. 1455 of the Civil Code with reference to the supply contract for the goods or services.

The seller and the buyer are not liable for the delay in delivery, due to force majeure or fortuitous events.

10. PAYMENT

The payment of the good will be made by settling the agreed amount, less any sums already paid as a confirmation deposit or down payment within the delivery or according to the payment terms indicated in the contract. In case a delivery is divided into several solutions not provided for in the contract, upon notice, the buyer pays the amount corresponding to the value of the delivered goods for each of them.

11. DEFAULT

In the event of default by the seller, in cases that are not among those contemplated with Art. 9 of this contract, the buyer is entitled to receiving the double of the deposit paid. In the case of default by the consumer, with the same circumstances as above, the seller has the right to withhold the deposit. If the non-defaulting party prefers to request the execution or termination of the contract, the compensation for damages is governed by the provisions in force.

12. CONFORMITY DEFECTS

Upon delivery, the buyer checks the goods received with the seller and issues, even with reserve, a declaration stating that no obvious anomalies have been detected.

13. GUARANTEE

The provisions of the Consumer Code regarding the conformity guarantee of the goods sold apply to the contract. In particular, the consumer has right, at no extra charged cost, to restore the conformity of the purchased good by means of repair or replacement by the seller. For this purpose, the consumer must communicate the conformity fault to the seller within two months from the date of discovery.

The legal guarantee of conformity covers faults that occur within two years after delivery, including those deriving from the imperfect installation and assembly made by the seller.

In the case of products with additional guarantees issued directly by the manufacturer, the seller undertakes to provide the buyer with the nearest contact details for the manufacturer's service network.

14. WEEE

The seller collects free of charge the Waste Electrical and Electronic Equipment (WEEE) of the same type of new electrical and electronic equipment (EEE) purchased by the buyer, in the one to one proportion (for example _____). The waste must be in such conditions that do not constitute a risk for the safety of those who must move it, without adding extraneous elements or materials. If the waste does not have the aforementioned conditions, the seller will abstain from collecting it.

15. APPLICABLE LAW AND RESOLUTION OF DISPUTES

This Agreement must be interpreted in accordance with Italian law.

The parties mutually acknowledge that alternative forms of dispute resolution are available (see attached information sheet).

For disputes concerning consumers, the exclusive competent court is that of the place of residence or domicile of the consumer.

Selling party

Buying party

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the parties declare that they have carefully read and expressly approve the following clauses of the aforementioned Contract: Art. 2, Art. 4, Art. 5, Art. 6, Art. 7, Art. 8, Art. 9, Art. 10, Art. 11, Art. 12, Art. 13, Art. 14 and Art. 15.

Selling party

Buying party

INFORMATION ON THE PERSONAL DATA PROCESSING

In relation to the personal data held by the seller _____, the buyer is informed on the following in accordance with Legislative Decree 196/2003 and the following EU Regulation 2016/679:

1. *Scopes.*

The processing is finalised to the correct and complete execution of the above-indicated contract.

2. *Promotional initiatives.*

The data will be used to create a mailing list to send some specific promotional initiatives of the seller to the purchaser.

3. *Procedure.*

- a) The processing is carried out by means of the operations (or set of operations) indicated hereunder: collection, registration, organisation, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and data destruction.
- b) The operations can be performed with or without the aid of electronic or automated tools.
- c) Processing is carried out by the controller and/or persons in charge of the processing, if needed, also by means of an automated decision-making process, including profiling.

4. *Conferment of Personal Data.*

The conferment of Personal Data is necessary for the purposes indicated above.

5. *Refusal to the conferment of Personal Data.*

Any refusal by the involved party to provide personal data implies the impossibility of fulfilling the activities indicated above.

6. *Communication of data.*

Personal data may be disclosed to the persons in charge of processing and may be communicated, for the aforementioned purposes, to external collaborators, consultants, and in general to all those subjects to whom communication is necessary for the correct fulfilment of the purposes.

7. *Data Dissemination.*

Personal data are not subject to dissemination.

8. *Transfer of data abroad.*

Personal data may be transferred, within the aforementioned purposes, to countries of the European Union and to third countries with respect to the European Union (in the latter case, subject to fulfilment of the provisions of articles 44 and following of the EU 2016/679 Regulation).

9. *Storing period for the data.*

Personal data can be stored for a period of time determined on the basis of the nature, content and purpose of the above contract, even after its conclusion, taking into account the

needs of the parties.

10. *Rights of the involved party.*

Art. 7 of Legislative Decree. 196/2003 grants to the involved party the exercise of specific rights, including, firstly, that of obtaining the confirmation from the controller of the existence or not of their personal data and their being made available in an intelligible form; secondly, the involved party, has the right to know the origin of the data, the purpose and methods of the processing, the logic applied to the processing, the identification details of the controller, the supervisor, the designated representative, if any, and of the entities (or of the categories of entities) to whom the data may be communicated (or who may become aware of them, as supervisors, persons in charge or appointed representatives); thirdly, the involved party has the right to obtain the updating, rectification and integration of the data, the cancellation, transformation into anonymous form or the blocking of data processed in violation of the law, as well as the attestation that these operations (and their contents) have been brought to the attention of those to whom the data have been communicated or disseminated, except in cases where this fulfilment is impossible or involves a use of means that is manifestly disproportionate for the protected right; fourthly, the involved party has the right to oppose, for legitimate reasons, to the processing of data for the purposes indicated at point 1 and, in any case, to receiving advertising or direct sales material or for market research. or commercial communications.

The EU Regulation 2016/679 grants further rights to the involved party, among which the right to access his/her personal data, to obtain the rectification or cancellation or limitation of the processing, to oppose to the processing and/or portability of data, to revoke the consent (except if the processing is necessary to fulfil a legal obligation or to execute an office or an office connected to exercising the public authority, of which the controller is appointed), as well as to submit a complaint to the supervisory authority (the Privacy Guarantor in Italy).

11. *Processing controller and supervisor.*

The processing controller and supervisor is _____

CONSENT TO THE USE OF PERSONAL DATA

Name _____
Surname _____
Address _____
Town _____ Area code _____
Tel/Mob _____ Fax _____
E-mail _____

The buying party

accepts does not accept

the processing of personal data provided by the seller;

accepts does not accept

the processing of personal data for further promotional scopes of which at point 2.

Rights of the involved party

Place _____ Date _____

INFORMATION SHEET

The seller and the buyer may submit disputes arising from this contract or connected to it (including those related on its interpretation, validity, effectiveness, execution and resolution):

- to the assisted negotiation procedure (pursuant to Legislative Decree 132 dated 12 September 2014, converted, and amended by Law 162, dated 10 November 2014);
- the joint conciliation procedure (if applicable);
- the attempt to mediate with the Bodies set up at the Chambers of Commerce or other mediation Bodies approved pursuant Legislative Decree 28/2010.

In case of choosing one of the above-mentioned out-of-court resolution tools, the seller and the buyer undertake to make an appeal before starting any judicial or arbitral proceeding.

In case of a negative outcome, the dispute between professionals will be discussed exclusively at the Court of _____

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