

GENERAL TERMS AND CONDITIONS OF SERVICE FOR PROCUREMENT, SOURCING AND PRIVATE LABEL PRODUCTION

Provider

Wave Srl
Via Giovanni da Cascia 27
50127 Firenze (FI)
P.I. 06928860482

Client

Company Name: _____

Registered Office: _____

VAT / Tax ID Number: _____

Object and Service Description

1. These Terms, together with the cost estimate attached and forming an integral part hereof, represent the general contractual conditions and the description of services that the Provider undertakes to perform on behalf of the Client.

Scope of Services

1. The Provider delivers procurement, sourcing, and private label production services in the Italian wholesale and pronto moda districts.
2. Services may include online purchasing sessions, supplier scouting, and production orders with selected manufacturers.
3. Unless expressly stated in writing, the Provider acts solely as an intermediary and never as a manufacturer.
4. The Client's participation in any purchasing session, request for quotations, or acceptance of goods or invoices shall constitute full and irrevocable acceptance of this Agreement, even in the absence of a signed copy.

Online Purchasing Sessions

1. Sessions are held by appointment exclusively via WhatsApp, Zoom, or other platforms agreed in writing.
2. A purchasing session may extend over one or more working days, depending on the time necessary for the Client to identify and select the desired products and suppliers.
3. The Provider applies a procurement commission equal to 10% of the total confirmed purchase amount. In any case, a minimum commission of €250.00 shall apply per session, regardless of the session duration or the number of days it spans.
4. Each vendor applies its own minimums (generally euro 300–500 per warehouse) and pack-size rules (from 2 to 12 pieces, or full packs).
5. Purchases must be confirmed during the session.
6. Modifications to a confirmed order are permitted exclusively within the same working day of confirmation and no later than 8:00 PM (Italian time). Such modifications may concern adjustments to quantities or items but shall not constitute total cancellation of the order. No penalties or additional charges apply to such same-day modifications.
Cancellation conditions remain governed exclusively by the provisions set forth under the “Order Confirmation” section of this Agreement.

Production Orders (Private Label)

1. The Provider applies a procurement commission equal to 10% of the total confirmed purchase amount. In any case, a minimum commission of €250.00 shall apply per production order, regardless of the total order value or the number of manufacturers involved.
2. Each production order requires a minimum of 100 pieces per model.
3. The Client bears exclusive responsibility for compliance with all intellectual property rights. The Provider shall never be liable for disputes, claims, or damages connected to IP infringements.
4. All specifications, branding, and labeling must be agreed in writing before production commences.

Research, Development and Prototyping

1. All activities related to research, material sourcing, technical development, design proposals, or prototyping are subject to a specific quotation based on the complexity and scope of the request.
2. Such activities must be paid in advance, in full, before the Provider begins any research, scouting, or prototyping work.
3. Modifications to prototypes are possible until final approval; however, each modification, adjustment, or redesign requested by the Client shall be subject to an additional fee, to be quoted and accepted in writing prior to execution.
4. In addition to the cost of samples or prototypes charged by the manufacturer, the Provider applies a fixed coordination and management fee of Euro 100.00 per supplier involved, plus a commission equal to 10% of the total value of the samples or prototypes produced.

This commission applies to all sample and prototyping activities, regardless of whether the Client later confirms the production order.

5. All research, development, and prototyping fees are non-refundable, regardless of whether the Client proceeds with a production order.
6. Development of New Products From Scratch
In all cases where the Client requests the development of a new product that is not yet technically defined — including, by way of example, conceptual sketches, preliminary drawings, or aesthetic renderings — the entire activity necessary to transform such concept into a production-ready item (technical design, CAD/pattern drafting, prototyping, material research, fitting, adjustments, and related project management) shall be subject to a separate fee schedule, independent from the standard procurement fee of 10%.
Such fees shall be communicated in advance and must be accepted and paid by the Client prior to the start of any development activities.
These fees remain due even if the Client ultimately decides not to proceed with the production order.
7. Samples: production of samples is subject to separate quotation, higher prices, and advance deposit, deductible only if the Client confirms the full production. All related costs (shipping, customs, taxes) are borne exclusively by the Client.
8. For leather accessories, cutting dies or molds may be required. Tooling costs are non-refundable and must be paid in full prior to production.

On-Site Assistance and In-Person Supplier Support

1. The Provider may offer, upon prior appointment only, an in-person assistance service consisting of physical accompaniment and support at suppliers', manufacturers', or vendors' premises located within the Florence, Prato, and Pistoia districts (the "On-Site Assistance Service").
2. The On-Site Assistance Service is provided exclusively by appointment and has a duration of at least one full working day per appointment.
3. The cost of the On-Site Assistance Service is fixed at Euro 250.00 (two hundred fifty/00) per working day, in addition to the standard procurement commission of 10% applied to all orders placed.
This fee includes the accompaniment and transportation service provided by the Provider using its own vehicle.
4. In the event of a no-show by the Client, late cancellation, or failure to attend the scheduled appointment for any reason not attributable to the Provider, the Client shall be required to pay: a) the full daily On-Site Assistance Service fee of Euro 250.00; and b) a commission of Euro 250.00, as a flat minimum commission on the unfulfilled purchasing session. *For the avoidance of doubt: these two charges are distinct in nature — (a) covers the Provider's time and operational costs for the day; (b) represents the minimum commission that would have applied to the purchasing session. Both amounts are due simultaneously, for a total of Euro 500.00.*

Fees

1. The Provider applies a procurement commission equal to 10% of the total confirmed purchase amount up to euro 20,000.00. For amounts exceeding euro

20,000.00, a commission shall still apply and shall be subject to separate private negotiation between the Parties.

2. For online purchasing sessions, a minimum commission of €250.00 shall apply per session, regardless of the session duration or the number of days it spans.
3. For production orders (Private Label), a minimum commission of €250.00 shall apply per production order, regardless of the total order value or the number of manufacturers involved.
4. Fees include: initial consultation, supplier scouting, purchasing sessions, collection and packing of goods, and export documentation.
5. Any additional services requested shall be invoiced separately.

Order Confirmation

1. Each order shall be summarized either through a video recording (in case of online sessions) or in written form.
2. The Provider requires the Client's written confirmation (via email or WhatsApp) before any order is processed.
3. Once an order has been confirmed, it may only be modified under the following conditions:
4. Modifications submitted within the same working day of confirmation, and no later than 8:00 PM (Italian time), may be accepted only if they consist of adjustments that do not amount to a partial or total cancellation of the order. Such modifications are free of charge.
5. Once the proforma invoice has been issued, any modification request shall be treated as a partial cancellation and shall result in the application of a penalty equal to 15% of the total order value.
6. The complete cancellation of an order, whether relating to a single supplier or multiple suppliers, after the initial confirmation shall result in a penalty equal to 50% of the total order value.
7. In all cases, any modification resulting in the removal or reduction of items shall trigger a recalculation of the commission only in an upward sense. Removal or reduction of products does not reduce the commission amount, which shall remain calculated on the full originally confirmed order.
8. The commission becomes immediately due upon confirmation of the order and shall be included in the first relevant invoice issued by the Provider.
9. At the end of each video purchasing session, the selected goods are requested to be set aside by the vendor. However, the Provider does not guarantee that the vendor will hold the goods until payment.
10. Time is a crucial factor. The Provider does not advance deposits on behalf of the Client unless expressly agreed in writing. The reservation of goods with the vendor is subject to the vendor's internal policies and effective payment timing.
11. If, at the moment of the Client's effective payment, the vendor no longer has availability of the reserved goods for any reason, the Provider shall first make reasonable efforts to replace such goods with identical or substantially similar items. Only in the event that replacement is objectively impossible shall the Provider refund the value of the unavailable goods. In all cases, the commission remains fully due and payable in its entirety.
12. Electronic communications, including WhatsApp messages and emails, shall be deemed valid and legally binding.

Shipping

1. All shipments are arranged strictly under Incoterms® 2020 – DAP (Delivered At Place) conditions. The Provider delivers the goods to the agreed destination, while all import duties, taxes, customs clearance fees, and charges required in the country of destination remain the sole responsibility of the Client.
2. Shipping costs are invoiced separately and calculated according to courier quotations (UPS, DHL, FedEx, or the Client's licensed courier).
3. Once goods are handed over to the courier, the Provider bears no liability for delays, damages, or losses during transport.
4. The Client is solely responsible for all customs documentation, import permits, and compliance with local regulations. Any delay or penalty imposed by local authorities shall be borne exclusively by the Client.

Payment

1. Orders are dispatched only after 100% advance payment of all invoices.
2. Payments are accepted via bank transfer or Nexi credit card system.
3. The Client is responsible for all bank charges, commissions, and transaction costs.
4. In case of late payment exceeding 5 (five) calendar days, the amount due shall be automatically increased by a surcharge of 5% as a contractual penalty.
5. In case of late payment exceeding 15 (fifteen) calendar days, the Provider shall have the right to cancel the order with immediate effect. In such case, the commission remains fully due and payable in its entirety, regardless of the cancellation.
6. The Client shall not be entitled to set off, withhold, or deduct any amount from payments due to the Provider for any reason whatsoever, including alleged counterclaims or disputes.

Payment Completion and Right of Retention

1. The Provider retains full ownership and possession of the goods until all amounts due — including the value of the goods, commissions, service fees, shipping costs, storage fees, and any other contractual charges — have been paid in full.
2. Payment for the goods alone does not entitle the Client to claim delivery or transfer of ownership. No goods shall be released, shipped, or made available for collection until the entire balance due has been settled.
3. If the Client fails to pay the commission, shipping costs, or any additional fees within the agreed time frame, the Provider is entitled to:
 - a) retain possession of the goods until full settlement;
 - b) apply a storage fee of €50 (fifty euros) per cubic meter per month, non-divisible and payable in full for each month commenced;
 - c) after 30 (thirty) days of non-payment, resell or dispose of the goods at its sole discretion without refund or compensation, retaining any payments made as contractual penalty.
4. The Client expressly acknowledges that the Provider acts as the sole intermediary between the Client and the vendors. Therefore, payment of the goods directly to

the vendors does not exempt the Client from paying the Provider's commission and any applicable service fees.

5. The Provider shall not be liable for any loss, resale, or unavailability of goods resulting from delayed or incomplete payments by the Client.
6. The Provider reserves the right to suspend any ongoing or future services, deliveries, or purchasing sessions if the Client fails to comply with any payment term or contractual obligation, until full settlement or rectification has been made.

Liability and Limitations

1. The Provider acts solely as an intermediary and cannot be held liable for manufacturing defects, delays, or non-performance attributable to suppliers or third parties.
2. The Provider undertakes to perform services with diligence but provides no warranty of commercial success for the purchased or produced goods.
3. The Client shall indemnify and hold harmless the Provider against any claims, liabilities, damages, or proceedings connected to:
 1. violations of intellectual property rights (copyright, trademarks, patents, designs);
 2. defective or unsafe products manufactured by third parties;
 3. indirect damages, loss of profits, or reputational harm;
 4. any other unforeseen circumstances beyond the Provider's direct control.
4. The Provider's aggregate liability, under any circumstances, shall never exceed the total amount actually paid by the Client for the specific service or order giving rise to the claim.

Quality Control

1. The Parties expressly acknowledge that the level of quality, quality standards, and quality control procedures applicable to the goods sourced or produced under this Agreement are strictly correlated with the price range and market segment of the products ordered.
2. The Provider and its partner manufacturers apply industry-standard quality checks appropriate to the relevant price level and production method.
3. For low-cost ready-to-wear (pronto moda) productions, quality control is normally performed on a sampling basis. Such control is limited to identifying major, visible, or material defects that clearly exceed the tolerances generally accepted within the relevant industry segment and price level.
4. The Client acknowledges and accepts that, within the ready-to-wear industry practice, up to five percent (5%) of the order may show minor defects (including, by way of example, minor stitching irregularities, fabric variations, or finishing differences) and that such tolerance is deemed acceptable within the applicable market segment.
5. Within the above tolerance for minor defects, no refunds, replacements, price reductions, or compensation shall apply.
6. As the production value, unit price, and market positioning of the products increase, the applicable quality standards, construction accuracy, finishing requirements, and quality control procedures become progressively more detailed, structured, and stringent, in line with industry practice for higher-value productions.

7. Upon the Client's express request, a full piece-by-piece quality inspection may be arranged. This type of inspection is subject to additional costs, which shall be quoted separately in advance, and is generally recommended for higher-value productions or for brands requiring stricter quality control parameters.
8. Unless otherwise expressly agreed in writing, quality control activities do not constitute a guarantee of the absence of defects, but represent a reasonable verification process proportionate to the price range, production method, and market segment of the goods.
9. Any claims relating to defects, shortages, or discrepancies must be notified by the Client within five (5) working days from receipt of the goods. Such notification must be sent exclusively by email and must be duly substantiated by clear photographic evidence of the alleged defect and, where possible, by photographs of the relevant product sample for comparison. Failing such notification within the stated term and modalities, the goods shall be deemed accepted without reservation.

Express Termination Clause

1. Pursuant to Article 1456 of the Italian Civil Code, this Agreement may be rightfully terminated by the Provider, with immediate effect and without prior notice, if the Client:
 1. Assigns to third parties, in whole or in part, rights and obligations under this contract without prior written consent of the Provider;
 2. Is subject to bankruptcy, insolvency, or other insolvency proceedings;
 3. Fails to comply with payment obligations under Payment section for more than 30 calendar days.

Force Majeure

1. The Provider shall not be liable for delays or non-performance caused by events of force majeure, including but not limited to strikes, lockouts, natural disasters, epidemics, wars, embargoes, governmental restrictions, or interruptions in logistics and transport.
2. In such cases, the Provider may suspend or terminate services without liability, upon simple written notice to the Client.

Price Adjustment Clause

1. In the event of significant increases in raw materials, transport, energy, or other costs beyond the Provider's control, the Provider reserves the right to adjust service fees upon written notice to the Client.

Confidentiality and Know-How

1. The Client shall keep strictly confidential any information regarding suppliers, prices, methods, or know-how disclosed by the Provider.
2. Disclosure of such information to third parties without prior written consent of the Provider constitutes a material breach of this Agreement.

Marketing and Reference Use

1. Unless otherwise agreed in writing, the Provider reserves the right to use the Client's name, logo, and references solely for portfolio and marketing purposes.
2. The Client authorizes the Provider to record and store video sessions and images of goods for internal documentation, training, or evidentiary purposes related to the execution of this Agreement.

Duration and Renewal

1. For ongoing services, this Agreement shall have a duration of 12 months and shall renew automatically for successive 12-month periods unless terminated by written notice at least 60 days prior to expiration.

International Protection Clauses

1. Language and Interpretation: This Agreement is drafted in English. In case of translation into other languages, the English version shall prevail.
2. Entire Agreement: This Agreement, including all attachments and cost estimates, constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements.
3. Survival: Provisions concerning payment, confidentiality, governing law, and jurisdiction shall survive termination or expiration of this Agreement.
4. Currency and Exchange Risk: All payments shall be made in Euro (€). Any currency conversion costs or exchange rate losses are the sole responsibility of the Client.
5. Anti-Money Laundering and Sanctions Compliance: The Client warrants that all funds used to perform this Agreement are lawful and not connected to any activity subject to international sanctions or anti-money laundering regulations.
6. Data Protection (GDPR): The Client acknowledges that any personal data provided will be processed by the Provider in accordance with EU Regulation 2016/679 (GDPR).
7. Interest on Late Payments: Without prejudice to contractual penalties, statutory interest on late payments shall accrue automatically pursuant to EU Directive 2011/7.
8. Choice of Law Without Conflict of Laws: This Agreement is governed by Italian law, excluding any rules of conflict of laws or international conventions, including the Vienna Convention on the International Sale of Goods (CISG).
9. Export and Import Compliance: The Client assumes full responsibility for compliance with all import laws, restrictions, and certifications applicable in the country of destination, holding the Provider harmless from any related liability.

Safeguard Clause and Final Provisions

1. If any provision of this Agreement is deemed null or invalid, the remaining provisions shall remain in full force and effect. The Parties undertake to replace the invalid clause with a valid one that reflects the spirit and purpose of the Agreement.

Wave srl

2. Unless otherwise agreed in writing, these Terms shall apply to all future relationships between the Client and the Provider relating to procurement, sourcing, production, digital services, or activities connected to web and communication management.

Legal Framework and Relation with Specific Agreements

1. These General Conditions establish the legal and commercial framework of the services provided by Wave Srl, and apply to all present and future contractual relationships, unless otherwise specified in a separate contract or specific proposal executed with the Client.
2. Any quotations, individual agreements, or commercial proposals issued subsequently shall be deemed complementary documents, integrating and specifying the particular terms and conditions agreed for each Client, while maintaining this document as the legal and interpretative reference.

Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in accordance with Italian law. Any dispute shall fall under the exclusive jurisdiction of the Court of Florence, Italy, and the Client expressly waives the right to claim the jurisdiction of any other court.
2. In the event of legal action or recovery proceedings, the Client shall reimburse the Provider for all reasonable legal fees, collection costs, and court expenses incurred.

DATE _____

PLACE _____

SIGNATURES & COMPANY SEALS

(Sole Director)
LORENZO CUSMANO

(Client)