

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

1. PARTIES

1.1 Provider

Wave Srl, Via Giovanni da Cascia 27, 50127 Firenze (FI), Italy — P.I.
06928860482 — REA FI-666884 (the “Provider”), trading as *Italian Fashion
Sourcing*.

1.2 Client

The party identified below (the “Client”):

Company Name: _____

Registered Office: _____

VAT / Tax ID Number (mandatory): _____

Legal Representative: _____

Email for notices: _____

Messaging number for notices: _____

2. OBJECT AND SCOPE OF SERVICES

- 2.1 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.
- 2.2 The Provider delivers procurement, sourcing, and private label production services in the Italian wholesale and pronto moda districts.
- 2.3 Services may include online purchasing sessions, supplier scouting, and production orders with selected manufacturers.
- 2.4 Unless expressly stated in writing, the Provider acts solely as an intermediary and never as a manufacturer.
- 2.5 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.

2.6 **Sole counterparty**

The Client is the sole counterparty of the Provider and is solely liable for all obligations arising from any order placed under its account, irrespective of any arrangement, partnership or cost-sharing between the Client and any third party, whether or not disclosed to the Provider. No such arrangement may be invoked to reduce, defer, apportion or extinguish the Client's obligations.

3. **CLIENT IDENTIFICATION AND ONBOARDING**

- 3.1 The Client shall provide, **before the first purchasing session and as a condition precedent to it**, its VAT number or tax identification number, the registration details of its business, and a valid identity document of its legal representative.
- 3.2 The Provider may verify that information and may refuse, suspend or terminate the service where it is not provided, is incomplete, or cannot be verified.
- 3.3 Export documentation cannot be issued without valid identification data. Any delay, cost, customs charge or penalty arising from its late, incomplete or inaccurate provision is borne exclusively by the Client.

4. **ONLINE PURCHASING SESSIONS**

- 4.1 Sessions are held by appointment exclusively via WhatsApp, Zoom, or other platforms agreed in writing.
- 4.2 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.
- 4.3 Each vendor applies its own minimums (generally euro 300–500 per warehouse) and pack-size rules (from 2 to 12 pieces, or full packs).
- 4.4 Purchases must be confirmed during the session.
- 4.5 Where a deposit is required under Chapter 9, no session shall be opened and no supplier shall be visited on the Client's behalf until that deposit has been received in cleared funds.

4.6 **Recording of sessions**

The Client acknowledges and agrees that purchasing sessions, including video and voice communications, may be recorded by the Provider for evidentiary purposes. Such recordings constitute proof of the goods shown, the selections made and the confirmations given, and are retained by the Provider for the duration of the limitation period applicable to claims under this Agreement.

- 4.7 Commissions applicable to purchasing sessions are set out in Chapter 8. Modification and cancellation of confirmed orders are governed by Chapter 11.

5. **PRODUCTION ORDERS (PRIVATE LABEL)**

- 5.1 Each production order requires a minimum of 100 pieces per model.

- 5.2 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.
- 5.3 All specifications, branding, and labeling must be agreed in writing before production commences.
- 5.4 Commissions applicable to production orders are set out in Chapter 8.

6. RESEARCH, DEVELOPMENT AND PROTOTYPING

- 6.1 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.
- 6.2 Such activities must be paid in advance, in full, before the Provider begins any research, scouting, or prototyping work.
- 6.3 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.
- 6.4 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.
- 6.5 All research, development, and prototyping fees are non-refundable, regardless of whether the Client proceeds with a production order.

6.6 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 procurement commission set out in Chapter 8. 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.

6.7 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.

- 6.8 For leather accessories, cutting dies or molds may be required. Tooling costs are non-refundable and must be paid in full prior to production.

7. ON-SITE ASSISTANCE AND IN-PERSON SUPPLIER SUPPORT

- 7.1 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").
- 7.2 In-person accompaniment to production factories and manufacturers (private label / made-to-order production) is reserved exclusively for Clients who have already placed at least one production order with the Provider. Clients who have not placed any production order may access the On-Site Assistance Service solely for visits to Pronto Moda / ready-to-wear wholesale showrooms and vendors, and shall not be entitled to be accompanied to, or introduced at, any production factory or manufacturer until a first production order has been placed and confirmed with the Provider.
- 7.3 The On-Site Assistance Service is provided exclusively by appointment and has a duration of at least one full working day per appointment.
- 7.4 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 procurement commission set out in Chapter 8, applied to all orders placed. This fee includes the accompaniment and transportation service provided by the Provider using its own vehicle. It is payable in advance as a condition of booking.
- 7.5 The On-Site Assistance Service is provided solely and exclusively for the purpose of enabling the Client to place orders and/or purchase goods from the suppliers, manufacturers, or vendors visited. By booking this service, the Client expressly acknowledges and undertakes that, during the on-site accompaniment, orders shall be placed and/or goods shall be purchased. The service shall not be used for market surveys, price comparison, information gathering, or any purpose other than the actual placement of orders. Should no order be placed and/or no goods be purchased during the appointment, the daily On-Site Assistance Service fee of Euro 250.00 shall nonetheless remain entirely due.
- 7.6 During the on-site accompaniment, the Client shall not, under any circumstances, attempt to bypass or circumvent the Provider, nor establish, solicit, exchange, or attempt to obtain direct contacts, negotiations, or dealings with the factories, suppliers, manufacturers, or vendors visited or introduced by the Provider. Any violation of this obligation shall entitle the Provider to: (a) an immediate contractual penalty of Euro 500.00 (five hundred/00), payable immediately; and (b) the immediate termination of the accompaniment and tour, with immediate effect and without any right to refund. In such case, the daily On-Site Assistance Service fee of Euro 250.00 shall remain entirely due. The foregoing applies without prejudice to Chapter 20 and to the Provider's right to seek further damages.
- 7.7 Throughout the entire duration of the visit, the Client (and any person accompanying the Client) is required to maintain a proper, respectful, and courteous conduct at all times. Rude, offensive, aggressive, or otherwise inappropriate behaviour toward the suppliers, manufacturers, or vendors visited, or toward the Provider's staff, shall not be tolerated. In the event of any such behaviour, the Provider reserves the right to terminate the visit and the accompaniment immediately, with immediate effect and without any right to refund, while the daily On-Site Assistance Service fee of Euro 250.00 shall remain entirely due.

- 7.8 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.*

8. FEES AND COMMISSION

8.1 Procurement commission

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. This rate applies to online purchasing sessions, production orders and all other procurement activity under this Agreement.

8.2 Minimum commission

A minimum commission of Euro 250.00 shall apply per purchasing session, regardless of the session duration or the number of days it spans, and per production order, regardless of the total order value or the number of manufacturers involved.

8.3 Advance payment of the minimum commission

The minimum session commission of Euro 250.00 is **payable in advance as a condition of booking** the purchasing session, and is non-refundable once the session has been scheduled, irrespective of whether the Client subsequently attends, purchases, cancels or fails to appear. It is set off in full against the procurement commission due on any order confirmed during that session.

8.4 Accrual

The commission becomes immediately due upon confirmation of the order and shall be included in the first relevant invoice issued by the Provider. It is calculated on the order **as originally confirmed** and is not reduced by any subsequent modification, reduction or cancellation.

8.5 Inclusions

Fees include: initial consultation, supplier scouting, purchasing sessions, collection and packing of goods, and export documentation. Any additional services requested shall be invoiced separately.

8.6 Prices and objections

Prices are transmitted to the Client during the session and are those applied by the supplier. Any objection concerning prices must be raised **before confirming the order**. Once the order is confirmed, prices are final, and no objection concerning price, discount, currency or exchange rate may be raised, nor may any such objection suspend, reduce or defer the amounts due.

9. FIRST ORDER DEPOSIT

- 9.1 For every Client placing a first order with the Provider, and for any subsequent order where the Provider considers it appropriate, the Provider shall require an advance deposit as a **condition precedent** to the purchasing session being held.
- 9.2 The amount of the deposit is **determined by the Provider at its sole discretion**, on the basis of the purchasing budget declared by the Client, the categories and quantities indicated, the number of suppliers to be visited and the commercial risk of the transaction. The Provider is not required to justify the amount determined.
- 9.3 The deposit must be received in cleared funds **before** the purchasing session begins. No session shall be opened, and no supplier shall be visited on the Client's behalf, until the deposit has been received.
- 9.4 The deposit is applied against the final invoice. Where the deposit is lower than the amount due, the Client shall pay the outstanding balance; where it exceeds the amount due, the surplus shall first be applied against the shipping costs and any remaining amount shall be retained as a credit in favour of the Client, to be used against a subsequent order. It is **non-refundable** in the event of cancellation, withdrawal, no-show, or failure by the Client to pay the balance within the term set out in Chapter 14.
- 9.5 The Provider may set a maximum value for a first order and decline to process any order exceeding that value until the Client has completed at least one fully paid transaction.

9.6 Deposit for production orders

For production orders (Private Label), including sampling and prototyping, the Provider may require an advance deposit before placing the order with, or committing any amount to, the relevant suppliers or manufacturers. Any such deposit is non-refundable in the event of cancellation by the Client and shall be deducted from the final balance due.

9.7 Application of sums received

All sums received from the Client are applied in the following order: first to fees, commissions, penalties and charges due under this Agreement; then to shipping and ancillary costs; and only thereafter to the value of the merchandise. A partial payment therefore never entitles the Client to any merchandise.

10. ORDER CONFIRMATION

- 10.1 Each order shall be summarized either through a video recording (in case of online sessions) or in written form.
- 10.2 The Provider requires the Client's written confirmation (via email or WhatsApp) before any order is processed.

10.3 Order confirmation record

At the end of each purchasing session the Provider issues an order summary setting out, for each supplier, the item codes, quantities, unit prices and total. The Client confirms the order through the electronic acceptance procedure indicated by the Provider. The record generated by that procedure, including its timestamp, constitutes conclusive evidence of the Client's confirmation.

10.4 Free modification window

Modifications to a confirmed order are permitted free of charge exclusively within the **same working day of confirmation and no later than 8:00 PM (Italian time)**, and only where they consist of adjustments to quantities or items that do not amount to a partial or total cancellation of the order.

- 10.5 Any modification, reduction or cancellation requested after that window, or after the pro forma invoice has been issued, is governed by Chapter 11.
- 10.6 Electronic communications, including WhatsApp messages and emails, shall be deemed valid and legally binding.

11. CANCELLATION AND MODIFICATION CHARGES

11.1 Cancellation charge

Any cancellation or reduction of a confirmed order requested after the free modification window set out in paragraph 10.4 — whether partial or total, whether relating to a single supplier or to several suppliers, and whatever the reason invoked — shall give rise to a contractual charge equal to **30% (thirty percent) of the value of the cancelled or reduced portion of the order**.

11.2 Commission unaffected

In every case the Provider's commission remains due **in full on the order as originally confirmed**. The cancellation or reduction of merchandise is without effect on the intermediation service, which has already been performed. Any modification resulting in the removal or reduction of items shall trigger a recalculation of the commission **in an upward sense only**: the removal or reduction of products never reduces the commission, which remains calculated on the full order as originally confirmed.

11.3 Nature of the charge

The Parties expressly agree that the charge set out in paragraph 11.1 constitutes a **genuine pre-estimate of the loss** suffered by the Provider upon cancellation, which includes the time of its personnel devoted to the session and to the order, the commitment given to the supplier on the Client's behalf, the loss of the opportunity to allocate that time to other clients, and the damage to the Provider's commercial standing with the suppliers of the district.

11.4 Automatic cancellation for non-payment

Where the order lapses automatically under paragraph 14.5, the charge set out in paragraph 11.1 applies to the entire unpaid order, together with the full commission, without any need for notice or declaration by the Provider.

- 11.5 The charges under this Chapter are without prejudice to the Provider's right to seek compensation for any further damage exceeding them.

12. AVAILABILITY RISK AND SHORTAGES

- 12.1 At the end of each purchasing session, the selected goods are requested to be set aside by the vendor. The Provider does not guarantee that the vendor will hold the goods until payment.
- 12.2 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 to effective payment timing.
- 12.3 The Client expressly acknowledges and accepts that goods selected during a purchasing session are **set aside as a courtesy and are not reserved, allocated or removed from sale** until payment has been received in full. They remain physically on the supplier's premises, in an area accessible to the supplier's staff and to other buyers, and individual pieces may be sold, moved or taken by others.
- 12.4 The risk of unavailability increases with every day that passes between confirmation and payment, and is **borne entirely by the Client** where payment is not made within the term set out in Chapter 14.
- 12.5 Where the balance is not received within the term set out in paragraph 14.5, the order lapses automatically and no question of availability arises. Paragraph 12.6 applies where payment is made after the term set out in paragraph 14.2(b), either within the term set out in paragraph 14.5 or pursuant to a written indulgence granted under paragraph 14.6.

12.6 Late payment

Where payment is made **after** the term set out in paragraph 14.2(b), and part of the confirmed goods is by then no longer available, the order shall be fulfilled **as to the available goods only**. Save for the deduction provided for in paragraph 12.8, the Client shall have **no right to compensation, indemnity, price reduction, replacement, damages, or cancellation of the remainder of the order**, and no claim of any kind may be raised in respect of the missing

pieces. The Provider may, but is under no obligation to, offer equivalent or similar items in substitution.

12.7 Timely payment

Where payment is made **within** the term set out in Chapter 14 and goods nevertheless prove unavailable, the Provider shall use reasonable efforts to source equivalent or substantially similar items and, failing that, shall at the Client's option either refund or credit the value of the unavailable goods. No further compensation of any kind shall be due.

- 12.8 In all cases under this Chapter, the value of unavailable goods is deducted from the amount due for merchandise, while the Provider's commission remains due **in full on the order as originally confirmed**. That deduction is the Client's sole and exclusive remedy in respect of unavailable goods.

13. SHIPPING

- 13.1 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.
- 13.2 Shipping costs are invoiced separately and calculated according to courier quotations (UPS, DHL, FedEx, or the Client's licensed courier).

13.3 Indicative estimate

At the time of the pro forma invoice the Provider shall provide a **non-binding indicative shipping estimate**, expressed as a rate per volumetric kilogram and an approximate number of boxes.

13.4 Binding quotation

The binding shipping quotation is issued only once the order has been fully consolidated, checked, and repackaged for dispatch. Before the goods leave, the Client shall pay in full the shipping amount so declared. No goods shall be dispatched until the declared shipping amount has been settled.

- 13.5 The Client acknowledges that the estimate under paragraph 13.3 is given for guidance only, and that **no objection concerning shipping costs suspends, reduces or defers the obligation to pay for the merchandise and the commission**.
- 13.6 The Client may, if it so wishes, propose a courier different from the Provider's usual couriers, provided that such courier is an official, duly registered and licensed courier. Any such courier is subject to the Provider's prior written approval, which may be withheld where the courier cannot ensure the export documentation and customs formalities required for the shipment. The Client may negotiate the transport rate directly with the courier, but shall, before dispatch, provide the Provider with the courier's full contact details (company

name, contact person, email address and telephone number) and the quotation agreed. In any case, the Provider shall remain the party that contacts the courier and manages and coordinates the entire shipment, even where the courier has been proposed by the Client.

- 13.7 As the export of the goods requires a close and continuous exchange of customs and export documentation between the Provider and the courier, the Provider shall in all cases be the courier's contracting customer for the shipment, even where the courier has been chosen by the Client. The courier's invoice shall be issued to the Provider, which shall pay it and charge the corresponding amount to the Client. The Client shall pay that amount in full before dispatch, in accordance with paragraph 13.4. No shipment shall be booked in the Client's name, and the Client shall not pay the courier directly.
- 13.8 Where the shipment is made with a courier proposed by the Client, an Order Handling and Export Documentation fee of Euro 0.50 (fifty cents) per chargeable kilogram applies, the chargeable kilogram being the greater of the actual and the volumetric weight, with a minimum of Euro 40.00 (forty/00) per shipment. The fee covers the consolidation, inspection, repackaging and export paperwork carried out by the Provider and is due in addition to the transport cost. No such fee applies where the shipment is made with the Provider's courier, as this activity is already accounted for within the shipping quotation.
- 13.9 Once goods are handed over to the courier, the Provider bears no liability for delays, damages, or losses during transport.
- 13.10 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.
- 13.11 For destinations requiring additional customs documentation (such as a Certificate of Origin) or special import procedures, the Provider may apply an export documentation surcharge, quoted separately per shipment on the basis of the additional work and formalities required.

14. PAYMENT TERMS

14.1 Advance payment

Orders are processed, collected and dispatched only after 100% advance payment of all invoices.

14.2 Payment schedule

Unless otherwise agreed in writing before the purchasing session, payment is due as follows:

- (a) the deposit determined under Chapter 9 is payable **immediately upon issue of the pro forma invoice and in any event on the same calendar day as the purchasing session**;
- (b) the entire remaining balance shall be paid **within five (5) calendar days from the date of the pro forma invoice**, and in any event before any goods are collected from the suppliers. Payment is deemed made within that term if, by its expiry, the Client has executed the payment and has

sent the Provider a verifiable proof of payment, provided that the funds are subsequently received in full within the term set out in paragraph 14.5;

- (c) a verifiable proof of payment is a confirmation issued by the Client's bank or payment provider showing the executed transfer, the amount, the beneficiary and a traceable transaction reference (such as the SWIFT/MT103 confirmation, the UETR or the payment provider's transfer ID). A screenshot of a scheduled, pending or cancellable payment does not constitute proof of payment. Where the proof proves false or the payment is recalled, reversed or not received, the payment is deemed never made.

14.3 Time of the essence

Time is of the essence in respect of both deadlines. The Client acknowledges that the Provider operates in a wholesale district in which suppliers require immediate settlement, and that these terms are an essential condition of the Provider's willingness to place orders on the Client's behalf.

14.4 Late payment

If, by the expiry of the term set out in paragraph 14.2(b), the balance has not been received and no verifiable proof of payment has been sent, the amount due is increased by a late payment surcharge of 5% (five percent). The order remains in force, and paragraph 12.6 applies to any goods that are no longer available at the time of payment.

14.5 Automatic lapse of the order

If the balance, including any surcharge under paragraph 14.4, is not received in full in cleared funds within **ten (10) calendar days from the date of the pro forma invoice**, the order shall be **automatically cancelled upon expiry of that term, by operation of this clause and without any need for notice, reminder, warning or further declaration by the Provider**. The cancellation charge under paragraph 11.1 shall become immediately due, together with the Provider's full commission, and all sums already received shall be retained and applied against them in the order set out in paragraph 9.7.

14.6 Indulgence

Any indulgence, extension or renegotiation subsequently granted by the Provider is exceptional, must be in writing to be effective, applies only to the specific instance concerned, and does not amend this Chapter or waive any accrued right.

14.7 Accepted methods

Payments are accepted via bank transfer or by the credit and debit card systems indicated by the Provider. The Client is responsible for all bank charges, commissions, and transaction costs. Payments made by credit or debit card are subject to a card processing surcharge, which varies according

to the type of card and the issuing network and ranges from 2.5% (two point five percent) to 4.5% (four point five percent) of the amount paid. The applicable surcharge is indicated to the Client at the time of payment, is added to the amount due and is non-refundable.

14.8 Late payment surcharge on other amounts

Any amount due under this Agreement other than the balance referred to in paragraph 14.2(b), including shipping costs, storage fees, cancellation charges and commissions, which remains unpaid for more than 5 (five) calendar days from its due date shall be automatically increased by a surcharge of 5% as a contractual penalty.

14.9 No set-off

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.

15. IDENTIFICATION OF THE PAYER

- 15.1 All payments must originate from an account, card or payment instrument **held in the name of the Client** or of the Client's registered business.
- 15.2 Where the Client wishes a third party to settle any amount on its behalf, the Client must notify the Provider **in writing and in advance**, identifying that person. The Client remains solely and exclusively liable for the obligation. The third party acquires no rights of any kind against the Provider, no title to the goods and no standing to raise any claim in connection with the order.
- 15.3 The Provider may refuse, or reverse, any payment received from an undisclosed third party, and may suspend the order until payment is made from an account in the Client's own name.

16. PAYMENT DISPUTES AND CHARGEBACKS

- 16.1 Any disagreement concerning the order, the goods, the services or the amounts due shall be raised **directly with the Provider** and is governed exclusively by this Agreement, by Italian law and by Chapter 28.
- 16.2 The Client undertakes **not to initiate** any chargeback, payment dispute, claim or reversal procedure with any bank, card issuer or payment service provider in respect of sums due under this Agreement. Recourse to such procedures in place of the contractual remedies constitutes a material breach of this Agreement.
- 16.3 Where a chargeback or payment dispute is initiated, the Client shall reimburse the Provider for **all resulting costs**, including processing fees, administrative charges applied by the payment provider, currency conversion losses and the costs of preparing the Provider's response, together with a fixed administrative charge of **Euro 150.00** per procedure. All ongoing orders and services are suspended for the duration of the procedure.

- 16.4 The Client acknowledges that purchases under this Agreement are **wholesale purchases of goods intended for resale, made in the course of a business**, and are accordingly excluded from the buyer-protection programmes of the principal payment providers.

17. PAYMENT COMPLETION AND RIGHT OF RETENTION

- 17.1 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 charge — have been paid in full.
- 17.2 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.
- 17.3 If the Client fails to pay the commission, shipping costs, storage fees or any additional amounts 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 Euro 50.00 (fifty euros) per cubic meter per month, non-divisible and payable in full for each month commenced, a volume of less than one cubic meter being charged as one full cubic meter;
 - (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.
- 17.4 The thirty-day period under paragraph 17.3(c) applies only to goods already collected by the Provider. Where an order has lapsed automatically under paragraph 14.5, the goods were never collected, remain the property of the supplier, and the Provider is under no obligation of any kind in respect of them.
- 17.5 The exercise of the right of retention, and any subsequent resale of the goods, do not extinguish the Client's debt. The amounts due remain payable in full, subject only to the deduction of any net proceeds actually realised by the Provider on a resale.
- 17.6 The Client expressly acknowledges that the Provider acts as the sole intermediary between the Client and the vendors. Payment of the goods directly to the vendors does not exempt the Client from paying the Provider's commission and any applicable service fees.
- 17.7 The Provider shall not be liable for any loss, resale, or unavailability of goods resulting from delayed or incomplete payments by the Client.
- 17.8 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.

18. LIABILITY AND LIMITATIONS

- 18.1 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.
- 18.2 The Provider undertakes to perform services with diligence but provides no warranty of commercial success for the purchased or produced goods.

- 18.3 The Client shall indemnify and hold harmless the Provider against any claims, liabilities, damages, or proceedings connected to: (a) violations of intellectual property rights (copyright, trademarks, patents, designs); (b) defective or unsafe products manufactured by third parties; (c) indirect damages, loss of profits, or reputational harm; (d) any other unforeseen circumstances beyond the Provider's direct control.
- 18.4 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.

19. QUALITY CONTROL

- 19.1 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.
- 19.2 The Provider and its partner manufacturers apply industry-standard quality checks appropriate to the relevant price level and production method.
- 19.3 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.
- 19.4 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.
- 19.5 Within the above tolerance for minor defects, no refunds, replacements, price reductions, or compensation shall apply.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 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.

- 19.10 All goods are sold on a final-sale basis. Save for the specific defect and non-conformity remedies expressly set out in this Chapter, no returns, exchanges, refunds, or credits shall be accepted for any reason, including but not limited to change of mind, incorrect selection by the Client, or alleged lack of commercial success of the goods.

20. NON-CIRCUMVENTION AND NON-COMPETITION

- 20.1 For as long as this Agreement is in force, and until any withdrawal under Chapter 25 takes effect, the Client shall not engage, appoint or make use of any other buyer, intermediary, sourcing agent or commercial representative operating within the areas of Florence, Prato or Pistoia for activities identical or similar to those provided by the Provider.
- 20.2 For a period of two (2) years from the date on which a supplier, manufacturer or vendor is first introduced to the Client by the Provider (an "Introduced Supplier"), the Client shall not purchase from, place orders with or otherwise deal with that Introduced Supplier, whether directly or through any other buyer, intermediary, agent, related company or third party acting on the Client's behalf. This obligation survives the termination of, or withdrawal from, this Agreement.
- 20.3 After each purchasing session or on-site visit, the Provider shall send the Client, by email or WhatsApp, the list of Introduced Suppliers. Unless the Client objects in writing within five (5) working days, that list constitutes conclusive evidence of the introduction and of its date.
- 20.4 In case of breach of paragraph 20.1 or 20.2, the Client shall pay the Provider a contractual penalty equal to 20% (twenty percent) of the value of the orders placed in breach.
- 20.5 The above penalty applies without prejudice to the Provider's right to seek additional damages where the actual harm exceeds the amount of the penalty.

20.6 Release from paragraph 20.2

Paragraph 20.2 does not apply, in respect of a specific Introduced Supplier, where:

- (a) the Client demonstrates, by invoices or transport documents dated before the introduction and submitted within the term set out in paragraph 20.3, that it had already placed orders with that supplier;
- (b) the Client has paid the Provider, in advance, a release fee equal to the greater of Euro 250.00 and fifty percent (50%) of the total commissions accrued by the Provider on the Client's orders in the twelve (12) months preceding the request, and the Provider has confirmed the release in writing; or
- (c) the Client demonstrates a serious breach of this Agreement attributable exclusively to the Provider in connection with orders placed with that supplier, not remedied within fifteen (15) working days of a detailed written notice. Defects, delays or unavailability attributable to suppliers, manufacturers or carriers, and matters within the tolerances of Chapter 19, do not constitute such a breach.

A release under (b) or (c) has no retroactive effect and does not affect penalties already accrued.

21. EXPRESS TERMINATION CLAUSE

- 21.1 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:
- (a) assigns to third parties, in whole or in part, rights and obligations under this contract without prior written consent of the Provider;
 - (b) is subject to bankruptcy, insolvency, or other insolvency proceedings;
 - (c) fails to comply, for more than 30 calendar days, with any payment obligation arising under Chapter 11, Chapter 14 or Chapter 17, including any cancellation charge, commission or fee remaining due after an order has lapsed;
 - (d) initiates a chargeback or payment dispute in breach of Chapter 16.

22. FORCE MAJEURE

- 22.1 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.
- 22.2 In such cases, the Provider may suspend or terminate services without liability, upon simple written notice to the Client.

23. PRICE ADJUSTMENT CLAUSE

- 23.1 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.

24. CONFIDENTIALITY AND KNOW-HOW

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

25. DURATION AND WITHDRAWAL

- 25.1 This Agreement takes effect from its acceptance by the Client and remains in force for an indefinite period.
- 25.2 Either Party may withdraw from this Agreement at any time by written notice to the other Party, with a notice period of sixty (60) calendar days. Notice sent by email or WhatsApp is valid under paragraph 27.5.

- 25.3 During the notice period this Agreement, including paragraph 20.1, continues to apply in full. Paragraph 20.1 ceases to apply on the date the withdrawal takes effect.
- 25.4 Withdrawal does not affect orders confirmed, sessions booked or amounts accrued before the date it takes effect, which remain governed by this Agreement. The minimum commission paid for a session already scheduled remains non-refundable under paragraph 8.3.
- 25.5 This Chapter is without prejudice to the Provider's right to terminate under Chapter 21.

26. INTERNATIONAL PROTECTION CLAUSES

26.1 Language and interpretation

This Agreement is drafted in English. In case of translation into other languages, the English version shall prevail.

26.2 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.

26.3 Survival

Provisions concerning payment, paragraphs 20.2 to 20.6, confidentiality, liability, governing law and jurisdiction shall survive termination, expiration of, or withdrawal from this Agreement.

26.4 Currency and exchange risk

All payments shall be made in Euro (€). Any quotation expressed in another currency is indicative only. Any currency conversion costs or exchange rate losses are the sole responsibility of the Client.

26.5 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.

26.6 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).

26.7 Interest on late payments

Without prejudice to contractual penalties, statutory interest on late payments shall accrue automatically pursuant to EU Directive 2011/7 and the Italian legislation implementing it.

26.8 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).

26.9 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.

26.10 Business-to-business relationship

The Client acknowledges and declares that it enters into this Agreement exclusively as a business operator, in the course of its commercial or professional activity, and for the purpose of resale or business use, and never as a consumer. Consequently, the Parties expressly agree that no consumer-protection rules, statutory rights of withdrawal, or cooling-off periods — whether provided by Italian law or by the laws of the Client's country — shall apply to this Agreement or to any order placed under it.

26.11 Client representations and warranties

The Client represents and warrants that it is a duly registered business holding a valid VAT / Tax identification number, that all information provided to the Provider is true and accurate, and that it is authorised to purchase, import, and resell the goods in compliance with all laws and regulations applicable in its country of establishment and in the country of destination.

26.12 Anti-bribery and lawful goods

Each Party undertakes to comply with all applicable anti-bribery and anti-corruption laws. The Client further acknowledges that it is solely responsible for verifying the lawfulness, authenticity, and compliance of the goods it selects or orders, and shall hold the Provider entirely harmless from any liability connected to counterfeit, unlawful, or non-compliant goods, the selection of which remains the Client's exclusive responsibility.

27. SAFEGUARD CLAUSE AND FINAL PROVISIONS

27.1 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.

- 27.2 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.

27.3 No waiver

The failure or delay by the Provider in exercising or enforcing any right, remedy, penalty, or provision of this Agreement shall not constitute a waiver thereof, nor shall it prevent the Provider from exercising or enforcing that or any other right, remedy, penalty, or provision at any later time.

27.4 Amendments

No amendment, variation, or addition to this Agreement shall be valid or binding unless made in writing. Electronic communications, including WhatsApp messages and emails, shall be deemed a valid written form for this purpose.

27.5 Elected domicile for communications

The Client elects as its domicile for all communications the email address and the messaging number indicated in Chapter 1 or used during the commercial relationship. All notices, invoices, demands and formal communications sent to those addresses are **deemed received on the date of transmission**. Blocking, deleting, filtering or failing to consult those channels does not affect the validity of any communication or the running of any contractual term.

27.6 Legal framework

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. 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.

28. GOVERNING LAW AND JURISDICTION

- 28.1 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.
- 28.2 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.

- 28.3 In the event of non-payment by the Client, the Provider shall be entitled to appoint, for the recovery of its credit, both an Italian lawyer and a lawyer established in the country or jurisdiction of the Client. The exclusive place of jurisdiction remains the Court of Florence, Italy; however, the Provider expressly reserves the right, at its sole discretion and without prejudice to the jurisdiction of the Court of Florence, to also bring action, file claims, or commence recovery or enforcement proceedings before the competent court of the Client's place of residence, registered office, or business. In any case, and irrespective of any local legislation, jurisdiction, or procedure, all legal, judicial, and extrajudicial costs and expenses incurred by the Provider for the recovery of its credit — including lawyers' fees, collection costs, and court expenses, whether in Italy or abroad — shall always and entirely be borne by the Client.

DATE_____

PLACE_____

SIGNATURES & COMPANY SEALS

(Sole Director)
LORENZO CUSMANO

(Client)