



SKYY

SIMPLE. SMART. SPA.

Terms & Conditions

Last update: 2024

1. SCOPE

- 1.1 SKYY SPA is a brand. The brand SKYY SPA is owned by Alma Srl in Italy and Alma Sas in France. Hereinafter referred to as SKYY SPA.
- 1.2 SKYY SPA sells products covered by the "SKYY SPA" trademark worldwide.
- 1.3 Every product, drawing, sample, design, sketch, or product whatsoever designed, created, or produced by SKYY SPA – hereinafter referred to as the PRODUCT.
- 1.4 Every private person, corporate entity, or registered company who enters into a legal transaction, hereinafter referred to as the CUSTOMER.
- 1.5 The ORDER is to be understood as a legal transaction regarding the acquisition of the PRODUCT or SERVICE by the CUSTOMER.
- 1.6 The Terms and Conditions are applicable to all transactions of SKYY SPA, including but not limited to the following activities: Sales of Goods, Design Services, Product Assembly and Fitting.
- 1.7 The DATE OF PURCHASE is to be understood as the date that a pre-payment is received by SKYY SPA.
- 1.8 SKYY SPA reserves the right to not enter into a legal transaction with a CUSTOMER at its own discretion.
- 1.9 SKYY SPA may modify these Terms and Conditions at any time. By entering into a legal transaction with SKYY SPA, the CUSTOMER accepts the Terms and Conditions in force at the DATE OF PURCHASE.
- 1.10 SKYY SPA may modify these Terms and Conditions at any time. By entering into a legal transaction with SKYY SPA, the CUSTOMER accepts the Terms and Conditions in force at the DATE OF PURCHASE.

2. ACCOUNTS

- 2.1 All accounts will only be registered once the first pro-forma is issued. CUSTOMER is required to provide valid Company information, including and not limited to: Billing name, Billing address, VAT number (Company Registration number).

3. PRODUCT ORDERS

- 3.1 There are no required minimum when purchasing SKYY SPA products.
- 3.2 To place an order, the CUSTOMER is required to provide information requested by SKYY SPA for the purpose of a legal transaction, including and not limited to: Billing Name and Billing Address, taxpayer or VAT number (Company Registration number or Resale number), and email address; or other mandatory information if needed for a legal transaction.
- 3.3 The CUSTOMER is responsible for selecting the PRODUCTS that constitute the PURCHASE.
- 3.4 Pro-Forma invoice must be required for every PURCHASE meant to be placed with SKYY SPA. The payment of the official Pro-Forma invoice confirms the CUSTOMER's item selection, including all finishes specified for each product listed for that given ORDER.
- 3.5 SKYY SPA reserves the right to consider a Pro-Forma invoice valid for 30 working-days from the day that it is initially sent. Therefore, the CUSTOMER is advised to require separate Pro-Forma invoices, distinguishing product and shipping quotations; In the case of Pro-Forma invoices with shipping quotes, these are considered valid for 10 working-days only.
- 3.6 When making a purchase, the CUSTOMER is entitled to require photographs of the ordered PRODUCTS prior to shipment. This request should be added to the order's Pro-Forma invoice.

4. PRODUCT SUITABLE APPLICATION

- 4.1 Climatic conditions, including heat, light, and humidity levels, within the user's environment can affect fabric and wood, potentially leading to fading, stretching, shrinking, or other damage.
- 4.2 The selection of furniture or fabrics for specific placements or applications is made at the discretion and sole risk of the CLIENT, and SKYY SPA shall have no liability for such selections.
- 4.3 If the CLIENT does not provide written communication with technical data sheets detailing environmental conditions (such as specific humidity levels, physical-chemical composition of the air, etc.) and other relevant data that may be considered non-standard for a typical treatment cabin in a humid environment, SKYY SPA shall not be held responsible for any adverse effects on the products.

5. PRICING

- 5.1 SKYY SPA official Price lists are public, and all prices of each PRODUCT are displayed in EURO.
- 5.2 SKYY SPA Price Lists substitute any other published or advertised before, so it must be consulted prior to the order.
- 5.3 Prices are subject to change and will be as quoted on SKYY SPA official price list at the time of the agreement.
- 5.4 All prices are retail prices, and do not include VAT, or any other taxes, duties, packing and related shipping costs.
- 5.5 SKYY SPA reserves the right of applying VAT costs in all relevant cases, and legal taxes and fees must be subsequently added to the retail price. SKYY SPA apply a separate price policy for purchases made from USA accounts.
- 5.6 If the CUSTOMER requires specific packaging, it will be charged accordingly.
- 5.7 All prices and transactions are EX WORK, and therefore do not include any transportation cost or associated fees.
- 5.8 For products that include electrical components, the CUSTOMER should inform SKYY SPA of the final destination country so that the components can be made suitable in accordance with the standards of that country.
- 5.9 The CUSTOMER cannot derive any rights from any information provided by SKYY SPA with regard to an offer, catalogue, leaflet, price list, etc.
- 5.10 SKYY SPA reserves the right, without prior notice, to discontinue products or change specifications and prices on products.

6. PRODUCT / TRANSACTION CERTIFICATION & TECHNICAL DOCUMENTATION

- 6.1 Certification on products and transactions, as well as other technical documents are available upon request prior to order placement and may be subject to issuance fees.

7. PAYMENT POLICY & DISPATCH

- 7.1 Prior to the start of the production and/or delivery of the products, SKYY SPA requires a 50% advance payment deposit of the total amount, to settle all standard orders. The remaining final balance is required once the order is completed and prior to shipping.
- 7.2 For Custom / Bespoke orders and for Stock Orders, an advanced payment deposit of the total amount might be required.
- 7.3 Reservations are allowed for Stock products only. It requires an advance payment of 10% of the total amount of the Product. Reservations' payments are non-refundable.
- 7.4 The CUSTOMER must make each payment via bank transfer as indicated on the ORDER form. The CUSTOMER is advised to confirm SKYY SPA's bank details prior to making any payment, and it is also advised to send proof of the bank transfer.
- 7.5 An Order Invoice for each PURCHASE is emitted and sent to the CUSTOMER, once the remaining balance is cleared.
- 7.6 All alterations to the Invoice in terms of billing details, and other relevant information, should be requested prior to clearing the order balance. All alterations required once a Final Invoice is submitted will be subject to an administrative fee.
- 7.7 The purchased PRODUCTS may be dispatched once the PURCHASE final balance is cleared with the complete payment of all amounts due by the CUSTOMER to SKYY SPA.
- 7.8 The balance of the price is payable within ten (10) days from the date the goods are ready. If the CUSTOMER is unable to take delivery, they shall still be required to pay the full amount due; the goods will then be stored at the CUSTOMER's expense and risk. Storage fees will be charged, and any delay in payment will result in penalties equal to 5% per month of the outstanding amount, calculated excluding taxes, transport and packaging costs.

8. SHIPPING POLICY

- 8.1 All prices and transactions are EX WORK, and therefore do not include any transportation costs or associated fees.
- 8.2 When acting on behalf of the CUSTOMER, the loading, transport, logistics, custom clearance, insurance, unloading, or installation of the piece at the destination is the entire responsibility of the CUSTOMER. SKYY SPA will be free of any charges or responsibility over events, loss, or any and all damages during or after transport or installation. The transportation is the responsibility of the third-party carrier, and SKYY SPA provides insurance for the transport.
- 8.3 Shipping, logistics, custom clearance, insurance, unloading, or installation services are available upon request to SKYY SPA. All services are charged separately from product orders. Quotes for all services are sent via PRO-FORMA invoice and valid for 10 working days from the date of issuance.
- 8.4 When the shipping quote is requested from SKYY SPA and sent to the CUSTOMER before the advance payment of the products, SKYY SPA is committed to considering the cost of the pro-forma invoice sent previously.
- 8.5 All transportation services require the receiver of the goods to verify their status with the carrier upon delivery. The POD must be signed with reservations subject to verification with/without apparent damage and provided to SKYY SPA whenever requested. It is also essential to send a photographic report to us for case evaluation and refer to our After Sales document.
- 8.6 Ownership of the product transfers to the CUSTOMER upon the freight carrier taking possession of the order for transport.
- 8.7 For orders with a final destination outside Europe, SKYY SPA reserves the right to issue the DU (export document) with an additional fee per invoice. For orders with a final destination in the United States, SKYY SPA reserves the right to issue the DU (export document) with an additional fee per invoice.
- 8.8 Delivery times indicated by the carrier may vary without our knowledge and are not our responsibility. Additionally, the transport quotation provided to the customer 10-12 weeks (or more) before the actual delivery may fluctuate due to increases in fuel costs and other force majeure causes, for which we are not responsible. The CUSTOMER may be required to compensate for the increased transportation costs with due notice.
- 8.9 The shipping quotes requested by SKYY SPA from third-party carriers are for groupage deliveries (standard or premium) and not for dedicated deliveries. SKYY SPA can request a dedicated delivery, the only case in which the carrier can guarantee a specific delivery day and time, only if requested by the CUSTOMER. The cost of dedicated deliveries is naturally higher than that of standard deliveries provided by SKYY SPA.
(For Shipping Claims, consult 17. WARRANTY & DAMAGE CLAIMS)

9. ASSEMBLY OF SKYY PRODUCTS

- 9.1 Unless expressly requested, agreed upon and included in the quotation, SKYY SPA does not handle the assembly of its products; this responsibility falls to the CUSTOMER.
- 9.2 SKYY SPA massage beds are delivered disassembled in two parts (base and plateau/mattress) and are delivered (unless otherwise defined and agreed) to the CUSTOMER's entrance door. The CUSTOMER is responsible for moving the pallets from outside to the designated location inside the premises.
- 9.3 SKYY SPA is obliged to send the Set-Up Manual in digital form either before or at the time of delivery. This manual must be read and understood by those responsible for the assembly. However, SKYY SPA is not responsible for delivering the Set-Up Manual to the indicated persons; it will be sent to our project contacts.
- 9.4 A minimum of two people are required to move the components and complete the assembly, which takes approximately 45-60 minutes per bed.
- 9.5 SKYY SPA is available for support and clarification needs before and during the assembly process, upon request. SKYY SPA is not responsible for any damages clearly caused by a failure to read the Set-Up Manual.

10. PRODUCT WAREHOUSE & STORAGE FEES

- 10.1 SKYY SPA reserves the right of applying a storage fee for all PRODUCTS that remain in the shipping warehouse for more than 10 working-days since the notification that the final balance is due, and/or shipping arrangements have not been made within 10 working-days after CUSTOMER being informed that the order is ready to dispatch.
- 10.2 Storage fees may be applied up to the total invoice amount if the remaining balance is not paid in full in 10 working-days after CUSTOMER being informed that the order is ready to dispatch.
- 10.3 Only after the payment of such fees can the Order can be picked up by the CUSTOMER.

11. LEAD TIMES

- 11.1 The standard production lead time for SKYY SPA pieces is 10-12 weeks and, in any case, it can be modified prior communication to client. The lead is triggered on the date the advanced payment is received. Delivery time is not included.
- 11.2 Lead time for large quantities' orders, orders with 1 or more personalized/custom-made products, prototypes, and/or bespoke products, it demands a case-by-case review. SKYY SPA reserves the right to adjust the time of delivery accordingly. It must be agreed previously and accepted in writing agreement between all parties.
- 11.3 For custom orders, SKYY SPA starts the stipulated lead time once the technical drawing is signed and sent to SKYY SPA, and the reception of the upfront payment.
- 11.4 SKYY SPA offers an Express Order Service based on a Reliable Advanced Stock program, whose order lead time is reduced to a shorter period. This service is applicable to most pieces, and it is subject to product availability.

12. CUSTOMIZATION & MADE-TO-MEASURE

- 12.1 SKYY SPA products are not typically offered with customization options (standard and premium available finishes excluded). However, if SKYY SPA approves a customization request, the following conditions will apply:
- 12.2 SKYY SPA offers a Design Service to customize its products to meet Customers' needs and specifications. Additionally, SKYY SPA also accepts Made-to-Measure requests. A design fee is applied to all Custom/Bespoke orders. SKYY SPA reserves the right to set the valid period and price of a custom-made product's official quote accordingly.
- 12.3 An official signature and company stamp from the CUSTOMER are required for all technical drawings/schemes associated with any personalized Custom/Bespoke product.
- 12.4 Lead time for Custom/Bespoke products is proposed case-by-case at SKYY SPA's discretion. The lead time begins when SKYY SPA confirms the reception of the signed technical drawing/scheme by the CUSTOMER.
- 12.5 SKYY SPA provides a lead time estimate with official quotes and pro-forma invoices that include Custom/Made-to-Measure/Bespoke products and establishes a final lead time commitment with each technical drawing to be signed by the CUSTOMER.

13. CUSTOMER'S OWN MATERIALS (COM)

- 13.1 For COM Orders, production will not begin on any PRODUCT requiring any type of fabric, leather, trim or cords supplied by the purchaser until ALL the materials for the products ordered have arrived and have been properly identified by SKYY SPA. Lead time for orders with COM products starts after ALL materials, have been properly identified.
- 13.2 The CUSTOMER takes responsibility for the wear-ability, safety, or fire code validity of the materials supplied by the CUSTOMER. SKYY SPA takes no responsibility for the selection of fabrics chosen by the CUSTOMER.
- 13.3 SKYY SPA assumes all COM received have been inspected and are ready for use. SKYY SPA warranties do not extend to materials supplied by the CUSTOMER. All fabric defect related claims are the sole responsibility of the CUSTOMER and fabric vendor.
- 13.4 The CUSTOMER is responsible for ensuring that all materials are identifiable when received. SKYY SPA is not responsible for delays in production or any fabric misuse if the fabric is sent without identification by the CUSTOMER.

14. PRODUCT FEATURES & ACCURACY INFORMATION

- 14.1 SKYY SPA reserves the right, without prior notice, to discontinue products or change specifications on products.
- 14.2 SKYY SPA attempt to ensure that information on www.skyyspa.com or official printed materials are complete, accurate and current. Despite the efforts, the information provided may occasionally be inaccurate, incomplete or out of date.
- 14.3 The main characteristics of products are shown on www.skyyspa.com on each product page. All weights, measures and similar descriptions are approximate, due to the raw materials features and techniques; and are provided for convenience purposes only.
- 14.4 SKYY SPA makes reasonable efforts to accurately and faithfully display the attributes and relevant information of the original products, including technological means to reduce inaccuracies as much as possible and the applicable colors. However the products displayed may differ slightly to the real garments in terms of image and colors due to the computer system, media screens or printed materials. In consequence, SKYY SPA does not fully guarantee a perfectly clear identity of final products in comparison to their graphic representation shown on the official website or official marketing material.

15. HANDMADE PRODUCTS & RAW MATERIALS

- 15.1 SKYY SPA products are one-of-a-kind handcrafted pieces. Each product has its own unique attributes which are impossible to replicate identically from piece to piece due to human factor of finest craftsmanship.
- 15.2 Due to the nature of SKYY SPA manufacturing processes, techniques and selection of materials, certain products may exhibit slight variations, minor marks, pitting, porosity and/or colors anomalies.

- 15.3 Many wood, stone and metal materials and finishes may vary in colour, veining, tone and character, it is considered to be part of the natural beauty. While manufacturer will make every effort to match a finish and/or texture, no guarantee can be made of an exact match. Manufacturer does not guarantee finishes against fading and oxidizing.
- 15.4 All PRODUCTS featuring brass elements will need to be properly cared for and polished over time. Due to the porous nature of brass, it is common to have slight, unavoidable discrepancies in the metal upon production completion. Foundry products may vary in weight because the nature of the process.
- 15.5 SKYY SPA does not fully guarantee a perfectly clear identity of identical finishes in two or more pieces manufactured in separate orders - with respect to colouring, and precision detailing of handmade processes such as wood carving, ceramics, foundry and other metalwork, for the technical reasons listed above. SKYY SPA works every day to enhance product's quality, aesthetics, usability and reliability.

16. HOSPITALITY / CONTRACT ORDERS

- 16.1 SKYY SPA has industrial capacity to customize standard products and/or new products to meet contract specifications and requirements.
- 16.2 Contract Orders require special pricing and delivery time based on quantity and features. SKYY SPA reserves the right to set the official quote accordingly and to adjust the time of delivery accordingly.
- 16.3 SKYY SPA offer CUSTOMERS the possibility of negotiating a supply agreement, of which a draft should be requested to the REPRESENTATIVE. Terms, conditions and responsibilities are proposed case-by-case at SKYY SPA's discretion and are agreed by both parties, and should be signed prior to any PURCHASE.

17. WARRANTY & DAMAGE CLAIMS

- 17.1 SKYY SPA guarantees the following warranties for its products from the date of purchase (when full payment is completed), not the date of delivery:

- ****2-year warranty**** on all electrical components.
- ****3-year warranty**** on mattresses, upholstery, and foam.
- ****5-year warranty**** on electric actuators.
- ****10-year warranty**** on frames and metal parts.
- ****Lifetime assistance**** for any problem throughout the entire life of the product.

Structural Defects

A structural defect is defined as a failure, material or mechanical, of the support structure of the furniture. This excludes the materials on the frame (foam, fabrics, lacquers, leathers, varnish, etc.). For material substances and upholstery (leather, fabrics, foam), we offer a 3-year warranty for material failure. This does not include "Wear and Tear" or "Natural Characteristics." See Exclusions below.

Exclusions:

"Wear and Tear" and "Natural Characteristics" are not covered by our warranty under any circumstances. The diagnosis of these factors will be determined by our technicians who, in some circumstances, may have to carry out testing.

Some traits of "Wear and Tear" and "Natural Characteristics" are listed below. This is not an exhaustive list, and SKYY SPA reserves the right to abide by the diagnosis of the technician or appointed professional:

- Stretching and warping of seat upholstery (leather, fabric, or other materials) due to normal use. These materials will change with use and natural exposure to abrasions, sunlight, liquids, rubbing, scratching, pulling, and stretching. This includes the stitching. Wrinkling is also a natural effect of hand-upholstered leather and fabric, and is not considered a defect.
- Fading (of seats, upholstery, stains, carpets, woods, lacquers, etc.) caused by exposure to sunlight and other abrasions, are not covered under warranty.
- Staining of porous materials due to normal use is also not covered under warranty.
- Scratching or indentation of materials such as glass or lacquered materials.
- Warping or movement of wood materials due to natural conditions such as humidity.
- Natural characteristics of natural materials such as wood and leather are not covered by the warranty and are not considered defects: Stretch marks, variation in grain/pattern, and knots are typical examples.
- Poor assembly, adjustment, setting, or other actions taken by people who are not authorized by SKYY SPA.
- Use in public or professional settings, unless the model is appropriate for such use and this has been specified on the order form.
- The effects of natural body perspiration or other ailments on the materials of the furniture or sofa.
- Deteriorations due to improper use.
- Repairs or modifications done by clients or by a third party not authorized by SKYY SPA.

Mechanisms and Electronics:

SKYY SPA guarantees a full 2-year warranty on all the electrical components of the product.

We provide a 5-year warranty for electric actuators.

We provide a 3-year warranty on mattress, upholstery, and foam.

We provide a 10-year warranty on frames and metal parts.

SKYY SPA provides a lifetime assistance for any problem throughout the entire life of the product.

Warranty Claims:

- 17.2 SKYY SPA shall be liable for material defects in accordance with the applicable legal provisions. Additional warranty from SKYY SPA's suppliers is only applicable if stated in the respective article invoice.
- 17.3 Every claim is assessed case-by-case by SKYY SPA's Customer Care Service. Should any issue with the products received be detected, a written claim must be submitted to SKYY SPA Customer Care service (at info@SKYY SPAspa.com) within 2 working days after the reception of the products. After this period, SKYY SPA reserves the right to decline any responsibility on the conditions of the goods.
- 17.4 SKYY SPA strongly advises CUSTOMERS to verify first if damages are perceptible on the package, and then verify all crates upon delivery in order to check for unconformities in the conditions of the goods.
- 17.5 The original packaging of the products must be kept. In case a claim is submitted, the packaging must be kept during the period in which the claim is settled.
- 17.6 If the collection or return of any item is needed and the original packaging was not kept, the client shall be responsible for all costs and procedures necessary for the item to be in shipping conditions. SKYY SPA shall not be liable in any way for the replacement, acquisition, or any other costs related to the replacement of the original boxes or crates.
- 17.7 Damaged products being returned must be in the condition in which they were received by the CUSTOMER. The products must be well accommodated to avoid extra damages. The CUSTOMER must not attempt to modify, handle, install or repair them. The CUSTOMER may be required to arrange and cover the costs for returning damaged parts or products.
- 17.8 SKYY SPA commits to offering the client a solution proposal within 5 working days of the claim registration and all information requested by the Customer Care service is cleared.
- 17.9 The CUSTOMER is advised to check and photograph all pieces ordered, upon their arrival. All claims must be accompanied by photographic or video evidence that support the client's complaint, in which all the products, correspondent crates and/or boxes, and issues claimed are clearly shown, and a written detailed description.
- 17.10 SKYY SPA ensures the repairing or replacement of the components detailed in the claim submission form. SKYY SPA strongly advises storing the products in good conditions. All other damages not included in the claim submission will not be covered under SKYY SPA warranty and may be subjected to an up-charge.
- 17.11 SKYY SPA reserves the right to refuse any item repairing, pick-up, or delivery from any location other than the original shipping address. Any transportation of the product from the destination to a second location will forfeit any transportation damage claim.
- 17.12 When claims occur, SKYY SPA exchanges information with the CUSTOMER of the related purchase. SKYY SPA reserves the right to not share information or deal with other entities or persons besides the CUSTOMER.
- 17.13 SKYY SPA is not responsible for claims from orders placed to other entities, agents, or any other beyond SKYY SPA's reasonable control, besides an official REPRESENTATIVE of SKYY SPA.
- 17.14 SKYY SPA reserves the right to decline responsibility if:
- The claim is presented after the 2 working day period or is not accompanied by the mandatory information mentioned in 5 working days;
 - The claimed products were altered or in any way tampered with, either by the client or by a third party, without SKYY SPA's consent;
 - The products show clear signs of irregular use.

18. ORDER CANCELLATION OR MODIFICATION - WITHDRAWAL

- 18.1 Prior to the start of the production and/or delivery of the products, SKYY SPA requires an advance payment for every order. Products are manufactured upon the confirmation of deposit.
- 18.2 Should the CUSTOMER need to modify a requested article, its finish or quantity, or correct any errors in the order, specified in the official Pro-Forma invoice, following its corresponding order placement, the CUSTOMER should follow the instructions suggested by the Customer Care service at info@skyyspa.com.
- 18.3 SKYY SPA reserves the right to charge for any alterations made to the order, 2 working days after its payment confirmation is received.
- 18.4 To exercise the right of withdrawal, the CUSTOMER must contact Customer Care at info@skyyspa.com.
- 18.5 Cancellations are accepted within 48h after the deposit of the first advance payment. Any and all cancellation requests will not be accepted after that period.
- 18.6 SKYY SPA reserves the right to retain 30% of the total amount of the Product by the CUSTOMER for all Standard Orders. The same is applied for Custom / Bespoke orders if a Technical drawing was not sent from SKYY SPA to the CUSTOMER.
- 18.7 For Custom / Bespoke orders, if the Technical drawing has been sent from the SKYY SPA to the CUSTOMER, SKYY SPA reserves the right to retain 50% of the total amount deposited by the CUSTOMER. The same is applied for Stock Orders.
- 18.8 Cancellations will not be accepted of any Custom / Bespoke orders if a Technical drawing is approved and signed by the CUSTOMER and/or the production started. SKYY SPA reserves the right to refuse the return or refund of any Custom / Bespoke item.
- 18.9 SKYY SPA reserves the right to complete a refund or make an item replacement, only once the original item has been delivered to its designated warehouse and verified for damage.
- 18.10 SKYY SPA is also reserved the right to refuse or deduct credit from a refund in cases where the original item is not returned in pristine condition. All products must be returned in their original packaging (box, accessories, inserts, protection, leaflets, etc.) and must be accompanied by the purchase invoice.

19. FORCE MAJEURE

- 19.1 SKYY SPA shall not be responsible and/or liable for any damages or loss, completion, shipment, or default in delivery towards the CUSTOMER caused by beyond SKYY SPA's reasonable control, but not limited, to a) government action, pandemics, war, riots, civil commotion, embargoes or martial laws, strikes, trade union conflicts, accidents, lock outs, terrorism, (b) Manufacturer's shortage or absence of raw material, delays on the part of suppliers sources or forwarders, (c) shortage of labour, production, or other contingencies of manufacture; (d) shortage of transportation facilities or other delays in transit, (e) fire, flood or other casualty; as a result of which SKYY SPA is not able to fulfill its activities and/or obligations under the agreement.

20. INTELLECTUAL PROPERTY/CONFIDENTIALITY

- 20.1 SKYY SPA may reasonably use the photos of the product for the promotion of its own activities and publicity.
- 20.2 The CUSTOMER acknowledges and agrees that the PRODUCT, without prior written approval and agreement with SKYY SPA, may not be duplicated, copied, published, or used for any commercial, marketing, or advertising activity, or any other purpose than foreseen in the agreement. In case of any agreed use of the work by the CUSTOMER, the client shall expressly and clearly mention the name of SKYY SPA as the designer of the work.
- 20.3 SKYY SPA's products are not allowed to be used for commercial, marketing, or advertising activities when the entities are not in possession of the corresponding products.
- 20.4 Without prejudice to claiming damages and/or compensation by SKYY SPA, a violation of this article shall result in a penalty being charged accordingly, with immediate effect, and not subject to any judicial intervention, per violation and/or per day during which the violation continues.
- 20.5 The CUSTOMER undertakes to keep the agreement, the terms of the agreement, and all information exchanged with SKYY SPA strictly confidential, throughout its validity period and afterwards, without time limit.
- 20.6 Any trade sector confidential information supplied by either party to the other shall be kept confidential and shall not be disclosed to any third party without the consent of the party supplying the same.
- 20.7 Images, renders and all marketing materials online and offline provided by SKYY SPA are subject to change without notice and are not to be considered exact replicas of the actual product.

21. LIABILITY

- 21.1 SKYY SPA shall not be liable for any lost profits or savings, loss of reputation or goodwill, indirect or incidental or consequential damages arising out or in connection with the sale of the goods.

22. AMENDMENTS AND UPDATES

- 22.1 The General Terms and Conditions may be amended from time to time due to new laws and regulations or other reasons. The new Terms and Conditions shall be effective as of the date of publication and shall therefore apply to orders submitted after that date.

23. LAW

- 23.1 The contract shall be governed by the applicable law based on the invoicing entity. If invoicing is through Alma Srl Italia, the contract shall be governed by Italian law, and the Milan Monza Brianza Lodi Commerce Court shall have jurisdiction over any disputes. If invoicing is through Alma Sas France, the contract shall be governed by French law, and the Bordeaux Commerce Court shall have jurisdiction over any disputes.

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www.skyyspa.com

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