
GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE
ERMETE GIUDICI S.p.A. – Version 3.0 dated 27/04/2026

Preamble and Information on the Seller

ERMETE GIUDICI S.p.A., owner of the RADIALIGHT trademark, with registered office at Via Aurelio Saffi 21, 20123 Milan (MI), VAT and Tax Code 01757370158, registered with the Companies' Register of Milan under No. 01757370158, R.E.A. Milan No. 871269, operating premises and warehouse at Via Leonardo da Vinci 27, 20054 Segrate (MI), Tel. +39 02 2139149 / 247 / 587, e-mail: giudici@giudici.com (hereinafter "**ERMETE GIUDICI**" or the "**Seller**"), designs and manufactures in Italy electric heating systems under the RADIALIGHT brand.

The website www.radialight.com (hereinafter the "Site") is the e-commerce platform through which ERMETE GIUDICI markets its Products. ERMETE GIUDICI provides its customers with connectivity services for certain models through the proprietary RADIALIGHT App and, for this purpose, uses a cloud platform made available by third-party partners.

These General Terms and Conditions of Sale and Service (hereinafter the "GTC") govern every contractual relationship established through the Site between ERMETE GIUDICI and the Customer, whether a final consumer (B2C) or a professional operator (B2B), as specified below.

Art. 1 – Definitions

For the purposes of these GTC:

- "**Customer**": any natural or legal person who makes a purchase, including via the Site.
- "**Consumer**": a Customer who is a natural person purchasing for purposes unrelated to any entrepreneurial or professional activity possibly carried out, pursuant to Legislative Decree 206/2005 (Consumer Code).
- "**Professional Customer (B2B)**": a Customer purchasing in the course of their entrepreneurial, professional, or artisanal activity, indicating a VAT number when placing the order.
- "**Product**": any electric heating appliance under the RADIALIGHT brand offered for sale, including on the Site, including Wi-Fi connected models and non-connected products as well as other models listed in the catalogue.
- "**Connected Product**": a Product equipped with a Wi-Fi module and compatible with the RADIALIGHT App for IoT management.
- "**RADIALIGHT App**": the mobile application for iOS and Android devices developed and managed by ERMETE GIUDICI, which enables remote control, scheduling, and monitoring of Connected Products.
- "**Cloud Service**": the set of functionalities based on a cloud infrastructure delivered through the RADIALIGHT App, which enable remote management and the collection and processing of IoT data from Connected Products.
- "**Subscription**": any paid access plan to the Cloud Service, activated by the user after the free period referred to in Art. 11.
- "**Order**": the binding contractual proposal sent by the Customer through the Site.
- "**Contract**": the agreement concluded between the Customer and ERMETE GIUDICI for the sale of one or more Products and/or for the provision of the Cloud Service.

Art. 2 – Scope of Application and Conclusion of the Contract

These GTC apply to all purchases of Products made, including via the Site www.radialight.com, as well as to the use of the Cloud Service, with delivery limited to Italian territory. For shipments abroad, reference is made to the foreign-language version of the Site (www.radialight.com/en).

2.1 Acceptance. By placing an Order, the Customer declares that they have read and fully accept these GTC. Acceptance is mandatory (confirmation tick box) before completing the purchase.

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2.2 Conclusion of the contract. The contract is deemed concluded when ERMETE GIUDICI sends the Customer an order confirmation by e-mail containing the order number and a summary of the data. The Order is binding on the Seller only if the entire purchase procedure has been completed correctly and without error messages.

2.3 Non-acceptance. ERMETE GIUDICI reserves the right not to accept an Order in the event of Product unavailability, unverifiable data, or technical issues. In such case, ERMETE GIUDICI will promptly notify the Customer and reverse any payments already received.

2.4 Order data. It is forbidden to enter false or fictitious data. The Customer elects domicile at the address indicated in the order. ERMETE GIUDICI reserves the right to prosecute any violation.

Art. 3 – Products, Descriptions and Prices

The Customer may purchase the Products listed in the electronic catalogue on the Site at the time the Order is submitted. The technical data sheets faithfully reproduce the characteristics of the Products, although images may differ in terms of colour, size, or accessories. ERMETE GIUDICI reserves the right to modify technical information without prior notice.

3.1 Product range. The RADIALIGHT range includes, by way of example and without limitation:

- Wall-mounted electric radiators (KYOTO, AETHEREA, KLIMA, ICON series) with Dual-Therm technology, available in standard and Wi-Fi connected versions.
- Towel warmers and bathroom radiators (ONSEN, SILK, ICON 2B, DEVA, MIKADO) for bathroom environments.
- Wall-mounted bathroom fan heaters (WINDY, BALI, TOUCH, QUADRO VISIO).
- Portable and fixed electric convectors (SIRIO series).
- Infrared outdoor heaters (OASI, OASI HT).
- Industrial radiant ceiling panels (THERMO series) and industrial radiant heaters (ETNA).

3.2 Prices. All prices published on the Site are in Euro and include VAT at the rates in force at the time of the order and transport, unless this item is explicitly shown separately. ERMETE GIUDICI reserves the right to change prices at any time without notice; the applicable price will be the one in force at the time of Order confirmation.

3.3 Availability. Product availability is indicative. Final allocation is confirmed only when the Customer receives the order confirmation e-mail showing the order number.

Art. 4 – Terms of Payment

The Customer must pay the price at the time of the Order using one of the following methods:

a) Advance Bank Transfer

Goods are reserved only upon receipt of proof of the bank transfer (by e-mail to giudici@giudici.com indicating the order number). Shipment is subject to the effective crediting of the amount to ERMETE GIUDICI's account within 5 working days from the date of Order acceptance; after this period, the Order will be automatically cancelled.

Bank details: ERMETE GIUDICI S.p.A. – Intesa Sanpaolo, Segrate (MI) branch – IBAN IT94J0306920604000007305141 – SWIFT BCITITMM.

b) Credit Card / Electronic Payment Circuits

Cards from the Visa, Mastercard, Maestro and PayPal circuits are accepted. The charge is made at the time of Order confirmation. ERMETE GIUDICI does not process or store card data, which are handled securely by

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the banking institution. In case of Order cancellation, the release of the funds is requested immediately; crediting times depend on the banking system.

4.1 B2B – Deferred payment. For Professional Customers (B2B) with an approved credit line, ERMETE GIUDICI may agree deferred payment terms by written agreement. In the event of non-payment within the agreed terms, late-payment interest pursuant to Legislative Decree 231/2002 will apply, and ERMETE GIUDICI may suspend ongoing supplies.

Art. 5 – Delivery Terms

Deliveries are made exclusively within Italian territory. For each Order, ERMETE GIUDICI issues an accompanying invoice; the information on the invoice corresponds to that provided by the Customer when placing the order and cannot be changed after issuance.

5.1 Shipping costs. For purchases made on the RADIALIGHT.com site, shipping costs are borne by ERMETE GIUDICI, unless otherwise specified; in this latter case, transport costs are shown during the purchase process. In all other cases, transport costs are borne by the customer, unless otherwise specifically agreed between ERMETE GIUDICI and the customer at the contractual stage.

5.2 Delivery times. Estimated delivery times are 1 to 3 working days from shipment. They may vary due to force majeure, road conditions, orders by the Authorities, or for remote locations and islands. Standard delivery takes place on working days from 8:30 to 12:30 and from 14:00 to 18:00.

5.3 Inspection on receipt. Upon receipt, the Customer must check: (i) the number of packages; (ii) the integrity of the packaging. Any damage or discrepancies must be immediately reported to the carrier by writing “accepted with reservation” on the delivery document and confirmed by e-mail or registered letter with return receipt within 7 days. Hidden damage must be reported within 48 hours of receipt. After these deadlines, no claims regarding the external characteristics will be accepted.

5.4 Liability for transport. ERMETE GIUDICI is not liable for delays attributable to the carrier or to force majeure (accidents, strikes, weather events, IT failures, etc.).

Art. 6 – Right of Withdrawal (Consumers only)

Pursuant to Articles 52 et seq. of Legislative Decree 206/2005, the Consumer has the right to withdraw from the contract without having to give any reason within 14 days from the date of receipt of the Product.

6.1 Exercise of the right of withdrawal. Withdrawal must be communicated before expiry of the term by e-mail to giudici@giudici.com, indicating the bank details for the refund. ERMETE GIUDICI will send an authorization form (RMA) to be affixed to the external packaging of the Product, which must be returned within 14 days from authorization.

6.2 Conditions for exercise. Withdrawal concerns the Product in its entirety; the Product must be returned intact in its original packaging, complete with all parts (accessories, manuals, cables, packaging); return shipping costs are borne by the Consumer.

6.3 Forfeiture. The right of withdrawal lapses if: the RMA code is missing on the packaging; the original packaging or internal packing is missing; accessories or components are missing; the Product is damaged for reasons other than transport. In the event of forfeiture, ERMETE GIUDICI will return the Product and charge the shipping costs. The right of withdrawal does not apply to goods with a value of less than € 25.00.

6.4 Refund. Once the integrity of the returned Product has been verified, ERMETE GIUDICI will refund the full amount paid within 14 days of receipt, by reversing the charge on the credit card or by bank transfer.

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6.5 Cloud Services already activated. If the Consumer has activated the Cloud Service (free or paid) at the same time as purchasing the Connected Product, withdrawal from the sales contract for the Connected Product entails deactivation of the account and the associated IoT data. The data will be deleted within 30 days of receipt of the withdrawal request.

6.6 Exclusion for B2B. The right of withdrawal does not apply to Professional Customers (B2B).

Art. 7 – Legal Warranty and RADIALIGHT Commercial Warranty

7.1 Legal Warranty

For Consumers, all Products purchased through the Site are covered by a legal warranty of conformity pursuant to Articles 128–135 of Legislative Decree 206/2005:

Fan heaters and THERMO industrial radiant ceiling panels: legal warranty of 24 months from the date of delivery.

All other RADIALIGHT Products (purchases after 19 May 2025): 60-month Commercial Warranty from the date of delivery, which is additional to and does not replace the legal warranty.

7.2 Activation

The warranty is automatically activated upon purchase. The proof of purchase (invoice or receipt) issued by ERMETE GIUDICI S.p.A. must be retained.

7.3 Request for service

Requests must be submitted via the specific web ticket in the SUPPORT – “Request assistance” section of the Site www.radialight.com, attaching proof of purchase and photographic documentation where available. ERMETE GIUDICI will, at its sole discretion, recognize only defects resulting from manufacturing faults and will carry out free repairs using original spare parts (including collection and redelivery costs).

7.4 Exclusions from Warranty

The warranty does not cover:

- a) Faults resulting from incorrect installation, failure to comply with installation instructions, improper use, or negligence.
- b) Normal wear and tear, including remote-control batteries and heating lamps for outdoor heaters (OASI, OASI HT).
- c) Damage caused by electrical supply not in accordance with the Product’s rating plate.
- d) Damage caused by inadequate maintenance compared with the user manual.
- e) Damage caused by power outages, voltage surges, or weather events.
- f) Defects attributable to insufficient or inefficient connected systems.
- g) Devices used with unsupported third-party software or equipment.
- h) Connectivity issues arising from third-party devices or Wi-Fi networks.
- i) Tampering or repairs carried out by unauthorized personnel or with non-original spare parts.
- j) Temporary periods of inactivity of the App or cloud/online services.

7.5 Transport incidents

The Customer must report transport damage to the carrier at the time of delivery (“accepted with reservation”) and open a ticket within 48 hours, accompanied by photographic documentation. Reports submitted after this deadline will not be accepted.

7.6 Components replaced under warranty

Spare parts used during the warranty period benefit from the remaining warranty of the Product, and in any case for not less than 6 months from the date of replacement.

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7.7 Out-of-warranty service

After expiry of the warranty, repairs are subject to charge. ERMETE GIUDICI will provide an indicative estimate before collection; alternatively, where economically more convenient, it may propose replacement of the Product. The service will be carried out only upon the Customer's written agreement.

7.8 Limitations for B2B

For Professional Customers, only the 24-month legal warranty pursuant to Articles 1490 et seq. of the Italian Civil Code applies, unless otherwise agreed in writing. The extended 60-month Commercial Warranty is reserved exclusively for Consumers.

Art. 8 – RADIALIGHT App and IoT Cloud Service

8.1 Description of the Service

For Connected Products (Wi-Fi models), ERMETE GIUDICI provides the RADIALIGHT App, available free of charge on the Apple App Store and Google Play Store. The App enables:

Remote control from smartphone or tablet (switching on, switching off, temperature setting).

Time programming and management of heating scenarios.

Monitoring of energy consumption and real-time collection of IoT data.

Push notifications regarding Product status and alarms.

Firmware updates for Connected Products.

8.2 Account creation

To use the App, a personal account (e-mail and password) must be created. The user is responsible for keeping their credentials confidential and for all activities carried out through their account.

8.3 Free access period

On the date these GTC enter into force, the Cloud Service is provided free of charge. ERMETE GIUDICI reserves the right to introduce paid Subscription plans in the future, which will be communicated to users with at least 60 days' notice by e-mail and via a notice in the App. As long as the Cloud Service is free, the user is under no payment obligation to enjoy the basic remote connection functionalities.

8.4 Subscription to the Cloud Service

If ERMETE GIUDICI introduces Subscription plans, the following conditions will apply:

1. **Activation:** the Subscription is activated upon payment of the first periodic fee (monthly or annual) as indicated in the App.
2. **Renewal:** the Subscription renews automatically unless notice of termination is given at least 7 days before renewal using the specific function in the App.
3. **Price changes:** ERMETE GIUDICI may change the fee with at least 30 days' notice; users who do not wish to accept the new terms may withdraw within that period.
4. **Refunds:** unless otherwise required by law, fees already paid are not refundable in the event of early termination by the user.

Art. 9 – Suspension and Deactivation of the Cloud Service

The provisions of this article fall into two categories: (A) those applicable exclusively where a paid Subscription is active (Arts. 9.1, 9.2, 9.3, 9.4); (B) those applicable regardless of whether the Cloud Service is free or paid (Arts. 9.5, 9.6).

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9.1 Suspension for non-payment. In the event of failure to pay the Subscription fee by the due date, ERMETE GIUDICI will send the Customer a notice of default by e-mail to the registered address, granting a grace period of 15 days to regularize the position.

If this period expires without payment being made, ERMETE GIUDICI reserves the right to:

- Suspend, in whole or in part, access to the Cloud Service and related RADIALIGHT App functionalities (remote control, IoT data collection, advanced scheduling, push notifications).
- Limit the App's functionalities to local Product settings only, where technically possible.

Suspension of the Cloud Service does not in any way affect the autonomous (stand-alone) operation of the physical Product, which will continue to function locally via the controls on the product.

9.2 Effects of suspension. During the suspension period:

- IoT data will not be updated or collected in the cloud.
- The account will remain active to allow reactivation.
- The historical log of IoT data already collected will be stored for a maximum of 90 days from the date of suspension.

9.3 Reactivation. The service will be reactivated within 24 working hours from receipt of the overdue payment and any default interest. ERMETE GIUDICI is not liable for damage resulting from suspension due to non-payment attributable to the Customer.

9.4 Final deactivation. If the Customer fails to regularize their position within **90 days** of suspension, ERMETE GIUDICI may terminate the service contract and proceed with the permanent deletion of the account and all associated IoT data, after an additional 15-day notice. In such case, the data cannot be recovered.

9.5 Suspension for other reasons. ERMETE GIUDICI reserves the right to suspend or discontinue the Cloud Service, with at least 30 days' notice, for: (i) extraordinary maintenance of the infrastructure; (ii) discontinuation of the service; (iii) violation by the Customer of these GTC or of applicable law. In the event of permanent discontinuation of the free Cloud Service, users, with at least 30 days' prior notice before deactivation, may ask ERMETE GIUDICI to export their IoT data.

9.6 Exclusion of liability for interruptions. Short interruptions or slowdowns of the Cloud Service due to technical, maintenance, or force majeure reasons do not constitute contractual breach and do not entitle the user to refunds or fee reductions.

Art. 10 – IoT Data, Privacy and Security

10.1 Data collection and processing. Use of the RADIALIGHT App entails the collection of data relating to the operation of Connected Products (by way of example but not limitation: set temperature, room temperature, energy consumption, usage times). Such data are processed by ERMETE GIUDICI as Data Controller pursuant to Regulation (EU) 2016/679 (GDPR), as described in the Privacy Notice available on the Site.

10.2 Purposes of processing. IoT data are processed in order to: (i) provide the functionalities of the Cloud Service; (ii) compile anonymized usage statistics to improve the Products; (iii) provide technical support. Data are not disclosed to third parties for commercial purposes.

10.3 Storage. IoT data are stored for the duration of the active Subscription and for 12 months after its expiry or the deletion of the account, unless otherwise required by law or as provided in Art. 9.4.

10.4 Security. ERMETE GIUDICI adopts appropriate technical and organizational measures to protect IoT data from unauthorized access, loss, or disclosure. Communication between the App and cloud servers takes place via encrypted protocols (TLS/SSL). The Customer is responsible for the security of their App login credentials.

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Art. 11 – Seller’s Liability

ERMETE GIUDICI declines all liability for direct or indirect damage resulting from:

- Failure to comply with the instructions in the User Manual, particularly regarding installation, use, and maintenance.
- Improper use of the Product for industrial and/or heavy-duty applications not envisaged in the specifications.
- Installations or repairs not carried out in a workmanlike manner or performed by unqualified personnel or persons lacking the legal requirements.
- Interruptions of the Cloud Service not attributable to wilful misconduct or gross negligence by ERMETE GIUDICI.
- Malfunctions of the App caused by third-party operating systems, devices, or networks.
- Data loss resulting from suspension or deactivation of the account for non-payment.
- Tampering or technical modifications of the Product not authorized by ERMETE GIUDICI.

ERMETE GIUDICI’s total liability towards Professional Customers (B2B) is in any case limited to the value of the Product purchased, except in cases of wilful misconduct or gross negligence.

Art. 12 – Privacy and Processing of Personal Data

The personal data provided by the Customer when placing an order or registering in the App are collected and processed by ERMETE GIUDICI S.p.A. (Data Controller, Via L. da Vinci 27, 20054 Segrate MI) for the following purposes:

- Performance of the sales contract and/or Cloud Service.
- Accounting and tax fulfilments.
- Marketing communications regarding its Products and Services (only with specific consent).
- Technical support.

Data will not be disclosed to third parties, except to parties strictly necessary for performance of the contract (carriers, banks). Processing complies with Regulation (EU) 2016/679 (GDPR) and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018. The Customer may exercise the rights under Articles 15–22 GDPR (access, rectification, erasure, portability, objection) by writing to giudici@giudici.com. The full Privacy Notice is available on the Site.

Art. 13 – Complaints and Alternative Dispute Resolution

13.1 Complaints. Any complaint must be sent to ERMETE GIUDICI by e-mail to giudici@giudici.com. The Seller undertakes to reply within 10 working days.

13.2 ODR – Online Dispute Resolution. Pursuant to EU Regulation 524/2013, Consumers may use the European ODR platform for alternative dispute resolution, available at <https://ec.europa.eu/consumers/odr>.

13.3 ADR. ERMETE GIUDICI adheres to ADR (Alternative Dispute Resolution) procedures recognized under Legislative Decree 130/2015. Further information is available on the Site.

Art. 14 – Applicable Law and Jurisdiction

The contract is governed by Italian law. For Consumers, in the event of a dispute, jurisdiction lies with the court of the Consumer’s place of residence or domicile in Italy. For Professional Customers (B2B), the Court of Milan has exclusive jurisdiction.

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Art. 15 – Amendments to the General Conditions

ERMETE GIUDICI reserves the right to amend these GTC at any time. Amendments take effect from the date of their publication on the Site. For amendments that materially affect existing contracts (in particular regarding the introduction of new Cloud Service fees), a notice will be sent by e-mail with at least 60 days' notice. By continuing to use the Site and/or Cloud Service after this period, the Customer accepts the new conditions.

Art. 16 – Intellectual Property

All content on the Site (texts, images, logos, technical data sheets, RADIALIGHT App software) is the exclusive property of ERMETE GIUDICI S.p.A. or licensed by third parties. Any unauthorized reproduction, distribution, or use is prohibited.

Art. 17 – Severability and Current Text

Any invalidity or ineffectiveness of a single clause of these GTC does not affect the remaining provisions, which remain fully valid and effective. The text of the GTC published on the Site on the date of the Order constitutes the binding contractual document.

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