

## CASTELLI

### General Terms and Conditions of Online Sale

Date of publication on the Site and entry into force: [●].

#### 1) FOREWORD

- 1.1. These General Terms and Conditions of Sale (hereinafter "Terms") of Castelli SpA (hereinafter "**Castelli**") (VAT registration number 01270490160 ) with registered office in San Paolo D'argon-24060- (BG) via Dante Alighieri n. 12, govern the offer and sale on-line, through the website [www.castelli1938.com](http://www.castelli1938.com) (hereinafter "Site"), of Castelli's products (hereinafter "Products" or "Product"), as well as the related services (hereinafter "Services").
- 1.2. Under these Conditions for
  - **Products** (or Product) means all products on the Site and offered for sale
  - **Customised Products** (or Customised Product) means all Products offered on the Site for which the Customer has chosen to customise the standard model of the Product, through the customisation procedure on the Site
  - **Services** means all services related to the sale of Products (such as, for example, the customisation service for Products, the transport service, the return service, etc.).
  - **Customer** means any person who purchases one or more Products/Services;
  - **Consumer Customer** shall mean any natural person who purchases the Products/Services for purposes unrelated to his or her business or professional activity, as defined in Article 3, co 1 lett. a), Legislative Decree no. 206/2005 (hereinafter 'Consumer Code');
  - **Non-Consumer Customer** means any subject (natural person and/or legal entity) who purchases the Products/Services for purposes related to his entrepreneurial or professional activity, as defined in Article 3, co 1, lett. c) of the Consumer Code. In this case, the non-consumer Customer shall enter his/her VAT number and SDI Code when filling in the purchase order.
- 1.3. These Conditions apply to all Customers, subject to the specific provisions for which they apply only to Consumer Customers.
- 1.4. These Conditions are published on the Site and must be read and accepted in advance by the Customer when filling out the purchase order (hereinafter referred to as the "**Order**") in which there is always a link to the Conditions and a flag for acceptance.
- 1.5. These Conditions may be amended and updated at Castelli's discretion and the latest updated version of the Conditions will always be available on the Site.

#### 2) Object

- 2.1. The purchase of Products by the Customer shall take place solely by means of the purchase procedure on the Site, summarised below:
  - a) selection of Products by the Customer and possible customisation;
  - b) placing the Products in the virtual shopping cart;
  - c) entry of the Customer's data (by way of example but not limited to: name, surname, e-mail, telephone number, etc.) and the delivery/invoicing address for the selected Products;
  - d) display of the summary of the Order, with the possibility of possible modification;
  - e) confirmation of the Order, after reading and accepting (by means of the appropriate flag): these Terms and Conditions; privacy policy, indicating the data for which it intends to give - or not - its consent to processing

f) simultaneous payment by credit cards via secure connection to the Stripe payment system.

2.2. By sending the Order on-line, the Customer purchases the Products chosen by him from among those offered for sale on the Site.

2.3. After sending the Order - which shall have the value of a contractual proposal - to the e-mail address indicated by the Customer, a message will be delivered containing the following information: "Order Number", to be used in communications with Castelli; summary of the data entered by the Customer in the purchase order; any other communication required by law.

2.4. The sale shall be deemed concluded only upon formal acceptance of the Order by Castelli, which will be sent to the Customer by e-mail and which will indicate the date by which the ordered Products will be shipped to the address indicated by the Customer.

2.5. Castelli is free to accept or reject the Order received. Non-acceptance shall not entitle the Customer to any right and/or claim of any kind, not even of a compensatory nature. Castelli shall refund to the Customer the payment made by the latter in relation to the non-accepted Order.

2.6. The Consumer-Customer is entitled to register on the Site, on which he will find, after registration, his own personal area containing the personal data provided, the status of the Order, etc. For the non-consumer Customer (professional) there is an obligation to register.

2.7. In the event of registration, the Customer undertakes to keep his credentials with the necessary diligence and not to communicate them, either directly or indirectly, to third parties and, in any case, not to allow third parties to use them. In the event of loss or theft of credentials, the Customer may activate the "password recovery" procedure, following the instructions he/she will receive on-line.

2.8. Castelli declares that the following will never be requested via sms, telephone contact, e-mail, app notifications, etc.: access passwords, credit card numbers, personal credentials. Neither will the Customer ever be asked to follow instructions to resolve a "critical" situation, make a transfer, make a cancellation, etc.. Should the Customer receive one of these messages, it will be a suspicious and fraudulent activity and the Customer is urged to be wary of it, to refrain from any action and to inform the Public Authorities.

2.9. For each purchase finalised through the Site, Castelli will issue the relevant invoice, a copy of which will be sent to the e-mail box indicated by the Customer or will be included inside the product's shipping package.

### **3) Products**

3.1. The Products offered for sale on the Site are exclusively stationery and office items, which are listed in the on-line catalogue at the time of the Order. The catalogue of Products will be periodically updated at Castelli's discretion.

3.2. Each Product is presented with one or more pictures and is accompanied by a descriptive sheet listing its essential characteristics.

3.3. The images and colours of the Products may not correspond exactly to the real ones, also due to the settings of the Customer's computer systems. The images of the Products must, therefore, be understood to be merely representative and subject to the normal tolerances of use. Such differences are therefore not valid grounds for reporting the Product received as defective or non-compliant.

3.4. The Customers are also offered a customisation service for the Products that will be carried out through a guided procedure of the system present on the Site. In this case, the Customer is entitled to customise the Product by inserting one or more images of its choice on the Site or uploaded by the Customer itself.

3.5. For Customised Products with images from the Customer, the Order shall contain:

- a. express declaration that the Customer is solely and exclusively responsible for the images he/she uses to customise the Product(s);
- b. expressly declares that it owns the images it uses to customise the Product(s) and that it is entitled to use said images for the creation of the Customised Product(s);
- c. express undertaking by the Customer not to use images / logos / trademarks of which he does not have the ownership and/or availability and/or which infringe the rights of third parties (trademark rights, copyright, related rights, image rights, personality rights / personal identity / confidentiality / reputation);
- d. express commitment of the Customer to hold Castelli harmless and indemnified from any action/complaint/demand that may be made by third parties regarding the use of the images on the Customised Products.

To this end, the Customer must sign and enclose the disclaimer at the following link.

3.6. Castelli shall under no circumstances proceed to verify the images except as to their graphic compatibility with the requested specifications. Castelli reserves in any event the right to block, and if necessary cancel, any Order whose contents are defamatory, violent or in any other way contrary to public order and morality or unlawful or appear to violate image and/or copyright law.

3.7. Castelli does not guarantee the availability of the Products on the Site, which may not be updated in real time due to the simultaneous purchase by several Customers or due to some irregularity/defect in the operation of the computer system.

3.8. If, after sending the e-mail confirming the Order, there is a lack of availability of what has been ordered, Castelli will inform the Customer within 48 business hours and will refund any sums already received. The manner and timing of the refund will be communicated by e-mail. In any event, the total or partial unavailability of the Products ordered shall not give rise to any right of compensation on the part of the Customer.

#### **4) Product Prices**

4.1. The sale prices of the Products present on the Site are expressed in EURO, are inclusive of VAT, but do not include - for sales outside of Italy - any other different taxes, duties, duties that may be applicable, which remain the sole responsibility of the Customer.

4.2. Shipping costs are not included in the price and will be calculated and indicated at the conclusion of the purchase process and before payment is made.

4.3. The Customer is obliged to check the final sales price, including shipping costs, before placing the relevant Order.

4.4. Castelli may update prices at any time, it being understood that such update shall not apply to Products whose Orders are being accepted or have already been accepted.

#### **5) Payment Methods**

5.1. Payment may only be made by electronic payment instruments (such as, by way of example, credit cards, ApplePay, PayPal, Gpay, etc.) by means of transfer with secure connection to the Stripe Inc. platform, located at 185 Berry Street Suite 550, San Francisco, CA 94107 U.S.A., which is the operator handling payments on behalf of Castelli.

5.2. The transmitted data will be sent in a protected mode, by means of encrypted data transfer, which is why these data are not accessible to Castelli.

## **6) Shipment/Delivery of Products and their Acceptance/Return of Defective Products.**

6.1. There are indicative and non-binding indications on the Site regarding the availability of Products and delivery times.

6.2. Castelli undertakes to use its best efforts to respect the delivery times indicated on the Site and, in any event, to ship the ordered Products within a number of working days that will be indicated at the time the Order is completed.

6.3. The Products shall be shipped in the manner indicated on the Site when the Order is placed. All deliveries of Products shall be at Castelli's risk, the risk shall be transferred to the Customer upon delivery of the Products to the Customer, or to a designated third party, by the forwarding agent or carrier appointed by Castelli. The designated carrier is indicated on the Site. The shipping costs will be calculated automatically and will be visible and knowable by the Customer prior to placing the Order.

6.4. In the event of force majeure, unavailability of means of transport, as well as unforeseeable or unavoidable events causing a delay in deliveries or making deliveries difficult or impossible, or causing a significant increase in the cost of delivery to be borne by Castelli, the latter shall be entitled to split, postpone or cancel all or part of the scheduled delivery or terminate the Purchase Contract. In such cases, timely and adequate notice shall be given to the e-mail address provided by the Customer and the latter shall be entitled to a refund of any price already paid, excluding any further claim, for any reason whatsoever, against Castelli.

6.5. The Customer undertakes to check without delay, and in any event no later than 8 (eight) days from the receipt of the Products, that the delivery is correct and includes all and only the Products purchased, and to inform Castelli within this term of any possible defect in the Products received or of their non-conformity with the order placed, in accordance with the procedure set forth in Articles 10 and 11 hereunder.

6.6. If the packaging or wrapping of the Products is obviously damaged, the Customer is invited to refuse delivery by the carrier/freight forwarder or to accept delivery "with reservation".

6.7. Once the term referred to in Paragraph 6.4. above has elapsed without the Customer having made any objection, the Products delivered shall be deemed to have been definitively accepted, subject in any case to the legal guarantees referred to in Articles 10 and 11 of these Conditions.

## **7) RIGHT OF WITHDRAWAL (Art. 52 of the Consumer Code)**

7.1. Pursuant to Article 52 of the Consumer Code, the Consumer-Customer may exercise the right of withdrawal for any reason and without justification within 14 (fourteen) days from the date of receipt of the Products, subject to compliance with the procedures set out below.

7.2.- To exercise the right of withdrawal, simply notify Castelli of your wish to withdraw by sending an e-mail to [rma@castelli1938.com](mailto:rma@castelli1938.com).

7.3.- The declaration of withdrawal shall specify the name of the Consumer-Client, the order number, e-mail address and delivery address, necessary for the correct identification of the withdrawing party and the Products.

7.4. The return of the Products shall take place at the expense of the Consumer-Client, by courier of his choice, to the address to be communicated to him by Castelli.

7.5. The Products shall be shipped, with the packaging necessary for their proper preservation, no later than 14 days from the date on which the Consumer-Customer communicated his withdrawal. The direct costs of returning the Products shall be borne exclusively by the Consumer-Customer.

7.6. Returned Products must be undamaged and must be returned in their original packaging, complete in all its parts (including packaging and any ancillary documentation).

7.7. Castelli, upon verification of the integrity of the returned Products, shall refund the price paid within 14 working days from their receipt, according to the practical procedures adopted by Stripe. However, the Products returned that are incomplete, damaged, deteriorated shall not be refunded. The latter circumstance will be communicated by e-mail.

7.8. If the returned Products are damaged during transport, Castelli, shall promptly notify the Customer Consumer so that he/she may file a timely claim with the courier chosen by him/her. Castelli, shall not be liable in any manner whatsoever for theft or loss of the returned Products, any related risk shall, therefore, remain the sole responsibility of the Customer Consumer.

7.9. The refund shall be made using the same means of payment as was used by the Consumer-Customer for the initial transaction, unless the Consumer-Customer requests a refund on a different means of payment, in which case any additional costs arising from the different means of payment shall be borne by the Consumer.

## **8) Cancellation of Purchase Order**

8.1. The non-consumer Customer (Professional) may cancel his Order no later than 24 hours after the date of confirmation of receipt of the Order by sending an e-mail to [customerorder@castelli1938.com](mailto:customerorder@castelli1938.com).

8.2. The declaration of cancellation of the Order shall specify the name of the non-consumer Customer, the Order Number, the e-mail address and the delivery address, which are necessary for the correct identification of the Customer and the Products.

8.3.- If the Products have already been shipped/received, they shall be returned with shipment at the non-Consumer Customer's expense and with the packaging necessary for their proper preservation.

8.4. The return of the returned Products shall take place within and no later than 5 (five) days from the date on which the non-consumer Customer communicated its cancellation. The direct costs of returning the Products shall be borne exclusively by the non-consumer Customer.

8.5. The returned Products must be undamaged and must be returned in the original packaging, complete in all its parts (including packaging and any ancillary documentation).

8.6. In the event of cancellation of the purchase order, Castelli will refund the non-Consumer Customer the price paid, minus any delivery charges, and subject to verification of the integrity of the returned Products. The refund will be made with the same means of payment used for the initial transaction.

8.7. If the returned Products are damaged during transport, Castelli, will promptly notify the non-consumer Customer in order to allow him/her to file a timely claim with the courier chosen by him/her. Castelli, shall

not be liable in any manner whatsoever for theft or loss of the returned Products, any related risk shall therefore remain the sole responsibility of the non-consumer Customer.

## **9) Intellectual Property Rights**

9.1. All trademarks, names, as well as any distinctive sign, name, image, photograph, written or graphic text used on the Site or related to the Products are and remain the exclusive property of Castelli and/or its assignees, without any right being granted to the Customer from the access to the Site and/or from the purchase of the Products.

9.2. The contents of the Site may not be reproduced in whole or in part, transferred by electronic or conventional means, modified, or used for any purpose whatsoever.

## **10) LEGAL GUARANTEES FOR THE CONSUMER CUSTOMER**

10.1. The Customer-Consumer is entitled to avail himself of the legal warranty provided for in Articles 128-135 septies of the Consumer Code, which means that Castelli shall be liable to the Customer-Consumer for any lack of conformity of the Products existing at the time of delivery, with particular regard to Products found to be defective or damaged, for two (2) years following delivery of the Products.

10.2. The Consumer-Customer must report by e-mail to [customerorder@castelli1938.com](mailto:customerorder@castelli1938.com) the conformity defect found (with a description of the same and sending at least 1 (one) photograph) within the shortest possible time from its discovery.

10.3. After receiving the notice of defect/non-conformity, Castelli will assess its content and decide, at its own discretion, whether to authorise the return of the Products by e-mail. The authorisation to return the Products will not constitute in any way an acknowledgement of defects or non-conformities, the existence of which will have to be ascertained after the return. The Products the return of which has been authorised must be returned, together with a copy of the return authorisation notice, within 30 (thirty) days from the notification of the defect or non-conformity, to the address that will be communicated by Castelli.

10.4. Castelli shall make every diligent effort to replace the defective Product with another Product of the same quality available in stock, at its own care and expense. If replacement is not possible (e.g. if the Product is out of stock), the amount paid for the defective Product shall be refunded, excluding any further liability, for any reason whatsoever, of Castelli.

## **11) LEGAL GUARANTEES FOR THE NON-CONSUMER CUSTOMER**

11.1. The non-consumer Customer is entitled to make use of the Legal Warranty provided for in the Civil Code. This warranty provides that the non-consumer Customer shall notify Castelli of any defect found in the purchased Product within 8 (eight) days from its discovery. The above legal warranty is valid for a maximum period of 12 (twelve) months from the delivery of the Product. Beyond this term, Castelli shall not be liable for any defects found by the non-consumer Customer.

11.2. The non-Consumer Customer must report the conformity defect detected [with a description thereof and sending at least 1 (one) photograph] by e-mail to [customerorder@castelli1938.com](mailto:customerorder@castelli1938.com).

11.3. After receiving the notice of defect/non-conformity, Castelli will assess its content and decide, at its own discretion, whether to authorise the return of the Products to the Customer by e-mail. The authorisation to

return the Products shall in no way constitute acknowledgement of defects or non-conformities, the existence of which shall be ascertained after the return. The Products the return of which has been authorised must be returned by the Customer, together with a copy of the return authorisation notice, within 30 (thirty) days from the notification of the defect or non-conformity, to the address that will be communicated by Castelli.

11.4. Castelli Milano will make every diligent effort to replace the defective Product with another Product of the same quality available in stock, at its own care and expense. If replacement is not possible (e.g. if the Product is out of stock), we will refund the Customer the amount paid for the defective Product, excluding any further liability, for any reason whatsoever, of Castelli.

11.5. In any event, these Conditions shall not affect the rights conferred by the legislation in force in favour of the Consumer Customer.

## **12) Customer data and privacy protection**

12.1. In order to be able to proceed with the registration, the placing of the Order and therefore the conclusion of this contract, certain personal data of the Customers are required through the Site.

12.2. Customers' personal data shall be processed by Castelli as Data Controller, in accordance with and in compliance with the European Data Protection Regulation 2016/679 (GDPR) and the applicable Italian legislation, to execute each purchase made through the Site and, subject to its consent, for any further activities as indicated in the relevant Privacy Policy on the Site and downloadable at the following link <https://www.castelli1938.com/privacy-policy>.

12.3. The Customer represents and warrants that the data provided during the registration and purchase procedure are true and correct.

12.4. Customers may at any time update and/or modify and/or request deletion of their personal data by sending an e-mail to [privacy@castelli1938.com](mailto:privacy@castelli1938.com).

## **13) LIABILITY**

13.1. Castelli shall not be liable in the event of total or partial non-performance of its obligations, if such non-performance is caused by force majeure or unforeseeable circumstances, even if dependent on malfunctions or inefficiencies of the Internet network, in the event it fails to execute the order within the time provided for in the contract.

## **14) APPLICABLE LAW AND COMPETENT COURT**

14.1 These Conditions are governed by the Civil Code, the Consumer Code (Legislative Decree no. 206/2005) and the rules on electronic commerce (Legislative Decree no. 70/2003). In the event of variations to the same, the Conditions on the Site at the time the Order is placed by the Customer shall apply.

14.2. The purchase contract with the Customer is concluded in Italy and is governed by Italian law.

14.3 Any disputes shall fall under the exclusive jurisdiction of the Judicial Authority of Bergamo, with the exception of disputes with Consumer Customers, which shall fall under the jurisdiction of the Judicial Authority of the place of residence or domicile of the Consumer Customer.