

GENERAL TERMS AND CONDITIONS OF SALE

The following General Terms and Conditions of Sale govern the offer and sale of products on this website shop.caffevero.it.

Identification of the Seller

The products purchased on the Website are offered and sold by Coffee Company S.p.A., in the person of its *pro tempore* legal representative, with registered office in 36100 Vicenza, Via del Commercio n. 1 and operational headquarters in Via del Commercio n.12, Vicenza, REA number VI 231191, registered in the Vicenza Register of Companies, tax code/VAT number 02440020242.

1. Scope

1.1 The sale of products through the shop.caffevero.it website constitutes a distance contract governed by Chapter I, Title III (Articles 45 et seq.) of Legislative Decree No. 206 of 6 September 2005 (Consumer Code) and Legislative Decree No. 70 of 9 April 2003, containing the regulations on electronic commerce.

1.2 The General Terms and Conditions of Sale may be amended at any time. Any amendments and/or new conditions will be effective from the moment they are published on the Website. For this reason, users are invited to regularly access the Website and consult the most up-to-date version of the General Terms and Conditions of Sale before making any purchase. The applicable General Terms and Conditions of Sale are those in force on the date the purchase order is placed.

1.3 These General Terms and Conditions of Sale do not govern the sale of products and/or the provision of services by parties other than Coffee Company S.p.A. that are present on the Website via links, banners or other hypertext links. Before entering into commercial transactions with such parties, it is necessary to check their terms and conditions of sale. Coffee Company S.p.A. is not responsible for the provision of services and/or the sale of products by such entities. Coffee Company S.p.A. does not control and/or monitor the websites accessible through such links. Coffee Company S.p.A. is therefore not responsible for the content of such websites or for any errors and/or omissions and/or violations of the law by them.

Art. 2 Definitions

2.1. The term "online sales contract" or "contract" refers to the contract of sale relating to the Seller's tangible movable property, entered into between the Seller and the Buyer as part of a distance selling system using electronic means, organised by the Seller.

2.2. The term "Purchaser" refers to the natural person who makes the purchase, as referred to in this contract, for purposes not related to any commercial or professional activity carried out.

2.3. The term "Seller" refers to the entity identified above, i.e. the entity that sells the goods through the website indicated in the following article.

Art. 3 Subject matter of the contract

3.1. With this contract, the Seller sells and the Buyer purchases remotely, via electronic means, the tangible movable goods presented and offered for sale on the website shop.caffevero.it.

3.2. The products referred to in the previous point are illustrated, with specific and detailed indications of their characteristics, in the specific sections of the website.

Please note that due to the intrinsic characteristics of the goods sold, the images on the website may differ in colour from the goods that will actually be delivered to the Buyer.

Art. 4 Methods of concluding the contract

4.1. The contract between the Seller and the Buyer is concluded exclusively via the Internet in remote electronic form, through the Buyer's access to the web address shop.caffevero.it where, following the procedures indicated therein, the Buyer formalises the purchase of the goods referred to in the previous article.

The Buyer is aware that in order to access the website shop.caffevelo.it, it is necessary to have an Internet connection, the costs of which are borne by the Buyer according to the terms established by their connectivity provider.

4.2 The Seller reserves the right to refuse or cancel orders that come (i) from a Buyer with whom it has an ongoing legal dispute; (ii) a Buyer who has previously violated these General Terms and Conditions of Sale and/or the terms and conditions of a purchase contract with the Seller; (iii) a Buyer who has been involved in fraud of any kind and, in particular, fraud relating to credit card payments.

Art. 5 Conclusion and effectiveness of the contract

5.1. The online sales contract is concluded following the accurate completion of the registration form by the Purchaser – whose personal data is processed in accordance with the methods indicated in the Privacy Policy, and following acceptance of the "Terms and Conditions of Sale" – and the submission of the purchase form completed by the system after the selected products have been added to the electronic shopping cart. Before the order is finally sent, the Purchaser will be asked to check the contents of the basket, with a summary of the same showing the details of the purchaser and the order, the purchaser's telephone number, the price of the selected goods, any shipping costs and any additional charges, the methods and terms of payment, the address where the goods will be delivered, the delivery times and the terms for exercising the right of withdrawal, where applicable in relation to the type of product purchased.

5.2. Once the Seller receives the order from the Buyer and confirmation of authorisation to pay the total amount due, it will proceed to fulfil the order.

Art. 6 Payment methods and withdrawal

6.1. Payment by the Buyer may only be made using one of the methods indicated in the Seller's purchase procedure.

6.2. The Seller reserves the right to change the payment methods that can be used, it being understood that those published in the advertisement at the time the Buyer places the order shall be considered usable.

6.3. Any refund to the Purchaser will be credited using the same payment method chosen by the Purchaser when placing the order. The right of withdrawal is governed by the dedicated section available on this page.

6.4 All communications relating to payments are made using third-party encryption systems designed to protect transactions (e.g. PayPal payment system), over which the Seller has no visibility or responsibility.

7. Purchase orders - Product information

7.1 The Seller will process the purchase order, and therefore ship the goods, only after receiving confirmation of authorisation to pay the total amount due, consisting of the purchase price, delivery costs, if applicable, and any other additional costs, as indicated in the order form. If the total amount due is not paid or the successful completion of the payment is not confirmed, the purchase contract shall be deemed terminated by law pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

7.2 The Products shall remain the property of the Seller until the Buyer has paid the total amount due. The risk of loss or damage to the Products, for reasons not attributable to the Seller, shall be transferred to the Buyer when the Buyer, or a third party designated by the Buyer other than the carrier, takes physical possession of the Products.

7.3 The images and descriptions on the Website reproduce the characteristics of the Products as faithfully as possible. The images and colours of the Product shown in the Product Sheet may differ from the actual product. These images should therefore be considered indicative and subject to normal tolerances. For the purposes of the purchase contract, the description of the Product contained in the order form sent by the Purchaser shall prevail.

8. Delivery of purchased Products, shipping costs and times.

8.1 Shipping costs are free for orders equal to or greater than £60.00 including VAT.

For orders equal to or less than €59.99 including VAT, shipping costs amount to €7.00 including VAT.

Currently, orders are delivered within 3-4 working days for orders received by 12 noon, excluding islands and remote areas. Deliveries are not made on Saturdays, Sundays or public holidays.

Where applicable, the amount of shipping costs payable by the Purchaser in relation to a specific order is expressly and separately indicated (in € and including VAT) during the purchase process, in the order summary and, in any case, before the Purchaser proceeds with the transmission of the order.

8.2 The obligation to deliver is fulfilled by transferring the physical availability or control of the Products to the Purchaser. It is the Buyer's responsibility to check the condition of the Product delivered to them. It being understood that the risk of loss or damage to the Products, for reasons not attributable to the Seller, is transferred to the Buyer when the latter, or a third party designated by them and other than the carrier, physically takes possession of the Product; the Purchaser is advised to check the number of Products received and that the packaging is intact, undamaged, not wet or otherwise altered, including the sealing materials, and is invited, in its own interest, to indicate any anomalies on the carrier's transport document, accepting the package with reservation. Unreserved acceptance of the Products does not allow the Purchaser to take legal action against the courier in the event of loss or damage to the Products, except in cases where the loss or damage is due to wilful misconduct or gross negligence on the part of the courier itself and with the exception of partial loss or damage not recognisable at the time of delivery, provided that in the latter case, the damage is reported as soon as it is discovered and no later than eight days after receipt. If the packaging shows obvious signs of tampering or alteration, the Purchaser is also advised to promptly notify the following email address shop@caffevero.it

In any case, the application of the rules on the right of withdrawal and legal guarantee of conformity remains unchanged.

8.4 The provisions of Article 61 of the Consumer Code shall apply in the event that the purchased Product is not delivered or is delivered late with respect to the delivery terms indicated during the purchase process and in the order confirmation.

Art. 9 Seller's liability

9.1. The Seller shall not be liable for any disruption attributable to force majeure or unforeseeable circumstances.

9.2. The Seller shall not be liable to the Buyer, except in cases of wilful misconduct or gross negligence, for any disruptions or malfunctions related to the use of the Internet that are beyond its control or that of its subcontractors.

9.3. Furthermore, the Seller shall not be liable for any damage, loss or costs incurred by the Buyer as a result of the non-performance of the contract for reasons not attributable to the Seller.

9.4. The Seller shall not be liable for any fraudulent or unlawful use that may be made by third parties of credit cards, cheques and other means of payment for the payment of purchased products, if it can prove that it has taken all possible precautions based on the best knowledge and experience available at the time and in accordance with the ordinary diligence required.

Art. 10 Seller's obligations for defective products, proof of damage and compensable damages

10.1. The Seller shall not be held liable for the consequences of a defective product if the defect is due to the product's compliance with a mandatory legal standard or binding measure, or if the state of scientific and technical knowledge at the time the manufacturer put the product into circulation did not yet allow the product to be considered defective.

10.2. No compensation shall be due if the injured party was aware of the defect in the product and the danger it posed and nevertheless voluntarily exposed themselves to it. Similarly, the Seller shall not be held liable for defects resulting from the improper and/or incorrect use of the purchased goods, from external causes (e.g. impact, falls, etc.), from negligence and from misuse.

10.3. In any case, the injured party must prove the defect, the damage, and the causal connection between the defect and the damage.

Art. 11 Guarantees and assistance procedures for ceramics and various accessories.

11.1. The Seller is liable for any lack of conformity that becomes apparent within 2 (two) years of delivery of the goods.

11.2. The Buyer forfeits all rights if they do not report the lack of conformity to the Seller within 2 (two) months of the date on which the defect was discovered.

11.3. In any case, unless proven otherwise, it is assumed that any lack of conformity that becomes apparent within 6 months of delivery of the goods already existed on that date, unless this assumption is incompatible with the nature of the goods or the nature of the lack of conformity.

11.4. In the event of a lack of conformity, the Purchaser may request, alternatively and without charge, under the conditions indicated below, the repair or replacement of the purchased goods, a reduction in the purchase price or the termination of this contract, unless the request is objectively impossible to satisfy or is excessively burdensome for the Seller. Products that show clear signs of tampering or faults caused by improper use or external agents not attributable to manufacturing faults and/or defects are not covered by the warranty.

11.5. The request must be sent in writing, by registered letter with return receipt, to the Seller's registered office, who will indicate their willingness to comply with the request – or the reasons preventing them from doing so – within 7 (seven) working days of receipt. In the same communication, if the Seller has accepted the Buyer's request, it must indicate the methods of shipment or return of the goods as well as the deadline for the return or replacement of the defective goods.

11.6 A minor lack of conformity for which it has not been possible or would be excessively burdensome to carry out repairs or replacements does not entitle the Purchaser to terminate the contract.

Art. 12 Obligations of the Purchaser

12.1. The Purchaser undertakes to pay the price of the goods purchased in the manner and within the time limits specified in this contract.

12.2. The information contained in this contract has already been reviewed and accepted by the Purchaser – who acknowledges this – before confirming the purchase, through electronic procedures

Art. 13 Payment Methods

13.1 Payment for products can be made by credit card or PayPal. If one of these payment methods cannot be used for a specific product, this will be clearly indicated on the Website, at the latest at the beginning of the purchase procedure.

Coffee Company S.p.A. accepts credit cards, PayPal and Satispay. These are indicated in the footer of each page of the Website.

Credit Card

Every purchase is made with maximum security thanks to the use of the Stripe payment circuit to protect the buyer's personal data and credit card information from unauthorised access.

After confirming your order on the website, you will be redirected to Stripe's secure servers, which will process the transaction with all major credit cards.

Once the order is complete, the Buyer will receive a confirmation email containing the order number and a summary of the purchase details.

Confidential credit card details (card number, cardholder name, expiry date, security code) are encrypted and transmitted directly to the payment processor without passing through the servers used by Coffee Company S.p.A. Coffee Company S.p.A. therefore never has access to and does not store the credit card details used by the user to pay for the Products, except for the cardholder's details.

PayPal account

The Buyer can pay conveniently and securely by logging into their PayPal account. After confirming the order on the website, the buyer will be redirected to PayPal's secure servers, where they can log into their account and pay using their remaining credit or linked account.

Once the order is complete, the buyer will receive a confirmation email containing the order number and a summary of the purchase details.

The data entered on the PayPal website will be processed directly by PayPal and will not be transmitted or shared with Coffee Company S.p.A. The latter is therefore unable to know and does not store in any way the credit card details linked to the user's PayPal account or the details of any other payment method connected to that account.

Satispay

This is a payment method that allows you to shop on our online store in a smart and secure way.

Once you have confirmed your order on the website, you will be redirected to a Satispay screen with a barcode for payment. Simply scan the barcode with your Satispay app to pay and confirm your order.

Art. 14. Right of withdrawal

14.1 Some of the Products are perishable food items or sealed goods that cannot be returned for hygiene or health protection reasons if opened after delivery; the consumer does not have the right of withdrawal for such goods.

The absence of the right of withdrawal is clearly communicated in the Product Description and during the purchase process.

In any case, the right of withdrawal does not apply to the supply of goods made to measure or clearly personalised and to the supply of goods that are likely to deteriorate or expire rapidly.

14.2 If, on the other hand, the right of withdrawal applies to the purchased Product because the goods in question are not perishable (e.g. porcelain and various accessories), the following articles apply.

14.3 The Buyer who is a consumer has the right to withdraw from the contract concluded with the Seller, without incurring costs other than those indicated in this article and without having to specify the reason, within fourteen (14) calendar days (Withdrawal Period).

The Withdrawal Period expires after 14 days:

a) in the case of an order for a single Product, the 14 days start from the day on which the Buyer or a third party, other than the carrier and designated by the Purchaser, acquires physical possession of the Product;

b) in the case of a Multiple Order with separate deliveries, the 14 days shall start for each Product from the day on which the Purchaser or a third party, other than the carrier and designated by the Purchaser, acquires physical possession of the Product.

14.4 To exercise the right of withdrawal, the Buyer must inform the Seller of their decision to withdraw before the expiry of the Withdrawal Period.

To this end, the Purchaser may use the standard withdrawal form made available on the Website via a specific link, which must be sent to the following email address:

shop@caffevero.it

14.5 To return the Product, the Purchaser may use a carrier of their choice, with the return costs borne by the Purchaser: in this case, after exercising their right of withdrawal in the manner indicated in this article, the Purchaser must return the Product to the Seller, using

a carrier of their choice and at their own expense, without undue delay and in any case within 14 calendar days from the date on which they communicated their decision to withdraw to the Seller. The deadline is met if the Buyer returns the Product before the expiry of the fourteen-day period. The Product, properly protected and packaged, must be sent to the following address: Coffee Company S.p.A., Via del Commercio n.12, 36100 Vicenza.

The direct costs of returning the Product to the Seller shall be borne by the Purchaser. The return of the Product to the Seller shall be under the responsibility of the Purchaser; the product shall be deemed returned when it is delivered to the carrier.

If the Buyer has used a discount code to purchase the Product for which they have exercised their right of withdrawal, the refund will be made with reference to the amount of money actually spent by the Buyer.

14.6 If the Buyer withdraws from the contract, the Seller will refund the Total Amount Due paid by the Buyer for the Product after assessing the condition of the return. The refund will be made using the same means of payment used by the Buyer for the initial transaction.

14.7 The Purchaser is solely responsible for any decrease in the value of the goods resulting from handling the Product in a manner other than that necessary to establish the nature, characteristics and functioning of the Product. The Product must in any case be stored, handled and inspected with normal diligence and returned intact, complete in all its parts, fully functional, accompanied by all accessories and instruction sheets, with identification tags, labels and the disposable seal, where present, still attached to the Product and intact and not tampered with, as well as perfectly suitable for its intended use and free from signs of wear or dirt. Furthermore, withdrawal applies to the Product in its entirety. It cannot therefore be exercised in relation to parts and/or accessories (which do not constitute independent Products) of the Product.

14.8 If the withdrawal has not been exercised in accordance with the applicable legislation, it will not result in the termination of the contract and, consequently, will not entitle the Buyer to any refund. The Seller shall notify the Buyer within 5 working days of receipt of the Product, rejecting the request for withdrawal. If the Product has already been received by the Seller, it shall remain at the Seller's premises at the Buyer's disposal for collection, which shall be at the Buyer's expense and under the Buyer's responsibility.

Art. 15 Protection of confidentiality and processing of the Purchaser's data

15.1 The Seller protects the privacy of its customers and guarantees that personal data is processed in accordance with the provisions of the privacy legislation referred to in Regulation (EU) 2016/679 and the applicable legislation on the protection of personal data.

15.2 Personal and fiscal data acquired by the Supplier, the data controller, are collected and processed in the forms and according to the methods set out in the website's Privacy Policy.

Art. 16 Communications and complaints - ODR platform

16.1. Written communications addressed to the Seller and any complaints will only be considered if sent via email to shop@caffevero.it

The Buyer undertakes to indicate on the website registration form their place of residence or domicile, telephone number and email address to which they wish the Seller's communications to be sent.

16.2 Pursuant to Article 14 of European Regulation 524/2013, the Seller informs the Buyer that in the event of a dispute, they may submit a complaint via the ODR (Online Dispute Resolution) platform provided by the European Commission and accessible at the following link: <http://ec.europa.eu/consumers/odr/>. However, the Seller invites the Buyer to send any complaints to the email address shop@caffevero.it.

Art. 17 Applicable law and jurisdiction

17.1 This online sales contract is governed by Italian law. Any dispute relating to the interpretation and execution of this contract shall be settled by the court of the place where the Purchaser, as a consumer, has his/her residence.

17.2 If any provision contained in this online sales contract is considered invalid, void or unenforceable for any reason, that provision shall be deemed separate and shall not affect the validity and enforceability of the other provisions.