

GENERAL CONDITIONS OF SALE

This document governs the relationship between Users and the Supplier, as identified below.

This is in relation to commercial transactions carried out on the emmebiitalia.com web site (User / Buyer and "Site").

In case the User does not want to accept these conditions, he is not authorized to use the services offered on the Site.

The Site can be used by the User exclusively for personal, non-commercial or business purposes.

By accessing the Site, the User undertakes to make personal, non-commercial or business use of the Site, its content and the information contained within it.

By accessing you are accepting of the terms and conditions ("General Conditions of Sale"), and specifically declares and accept that the User must be a person of legal age, has the understanding and ability to adhere to the warnings and precautions of "use of the products" marketed by the Supplier through this Site.

These General Terms and conditions of Sale (hereinafter also "GTCS") inform the Buyer / User about the conditions and methods with which the Supplier / Seller carries out the sale and delivery of the ordered products. It also defines the rights and obligations of the Parties in relation to the sale of the products.

Please carefully read these general terms and conditions of sale before using the e-commerce services. By using the e-commerce services, you fully accept these general conditions of sale.

IDENTIFICATION OF THE SUPPLIER

The goods covered by these general terms and conditions of sale are offered by Emmebi Italia Srl, with registered office in Mornico al Serio, Via Baraccone, 1 - 24050 BG, email eshop@emmebiitalia.com, email Pec emmebiitalia@propec.it, Telephone 378.3027317, Fax 035844083, registered with the Chamber of Commerce of BERGAMO under no. BG-253205 of the Business Register, tax code 01983910165, VAT number 01983910165 hereinafter referred to as "Supplier / Seller".

Art. 1 Definitions

1.1. The expression "online sales contract" or "contract" means the sales contract relating to the tangible movable property of the Supplier, stipulated between them and the Buyer in the context of a remote sales system through telematic tools, organized by the supplier.

1.2. The expression "Buyer / User" means the person who makes the purchase as identified in this contract, for purposes not related to any commercial or professional activity carried out.

1.3. The expression "Supplier / seller" means the person as identified above or is the person who sells the goods through the website indicated in the following article.

Art. 2 Purpose of the contract - Information on products

2.1. With this contract, the Supplier sells and the Purchaser remotely purchases, through telematic tools, the tangible movable goods presented and offered for sale on the website www.emmebiitalia.com (hereinafter, for the sake of brevity, Product / Products)

2.2. The products referred to in the previous point are illustrated, with specific and detailed indications of their characteristics, in the section of the web portal accessible at: www.emmebiitalia.com/en/e-boutique.

2.3. The mere images of the products shown on the site are indicative and not binding. The customer is responsible for choosing the products ordered and for the correspondence and conformity of the specifications indicated to his needs.

2.4. Any special offers promoted are valid until stocks are exhausted and, in any case, are subject to availability of the related products. The special offers proposed cannot be combined.

Art. 3 Contract stipulation - purchase order

3.1. The contract between the Supplier and the Purchaser is concluded exclusively through the Internet in remote electronic mode, by accessing the Purchaser at the web address www.emmebiitalia.com, where, following the procedures indicated. The Buyer formalizes the purchase of the goods referred to in article 2. The Buyer is aware that in order to access the website www.emmebiitalia.com it is necessary to have an Internet connection, the costs of which are borne by the Buyer according to terms set by your connectivity provider.

3.2. In order to make the purchase, the User can, at his/her discretion, choose to register on the Site - by filling in the appropriate registration form, logging in by entering the username and password indicated during registration, or accessing as a "Guest", by filling in all the fields indicated therein with their identification data, e-mail address, telephone number and the delivery address of the Products.

Art. 4 Conclusion and effectiveness of the contract

4.1. The online sales contract is concluded following the timely completion of the registration form by the Buyer - whose personal data are processed in the manner indicated in the Privacy Policy, and following acceptance of the "General Terms and Conditions of Sale" - and sending the purchase form filled in by the system after entering the selected products in the electronic cart. Before the final sending of the order, the Buyer is invited to check the contents of the cart, with a summary of the same in which the details of the payer and of the order, the price of the selected goods, any shipping costs and any additional accessory charges, the payment methods and terms, the address where the goods will be delivered, the delivery times and the terms for exercising the right of withdrawal, where applicable.

The Supplier informs the User that placing the Order implies the obligation to pay the amount indicated for the selected Products.

4.2. When the Supplier receives the order from the Buyer, he sends a confirmation e-mail or displays a web page for confirmation and summary of the order itself.

4.3. The purchase agreement between the Supplier and the User is considered finalized only upon receipt, by the User, of the order confirmation referred to in point 4.2.

In accordance with current legislation, a copy of these General Terms and Conditions will be sent to Users via a link in the Order Confirmation, in order to allow the User to store it on a computer medium and / or to print it.

The contract between the parties is not considered finalized in the absence of receipt of the Order Confirmation by the User.

Art. 5 Methods of payment

5.1. Payment by the Buyer can only be made through PayPal or by credit card (Visa, MasterCard, American Express).

5.2. On the site, the User will have the possibility to authorize the storage of the payment card data entered and their reuse for subsequent purchases by following the instructions on the Site.

The charge will be made only after (i) the details of your payment card used for payment have been verified and (ii) the Company issuing the payment card used by the User has issued the debit authorization.

The confidential data of the payment card (card number, holder, expiration date, security code) are encrypted using the SSL protocol and transmitted directly to the payment manager without passing through the servers used by the Supplier. The transactions all take place outside the site; the Supplier therefore never has access to and does not store, even if the User chooses to store such data on the Site, the details of the payment card used to pay for the Products. If the user creates an account, he has the right through the reserved area to manage his preferred payment methods.

The charge will be made at the time of order transmission.

5.3. The Supplier reserves the right to vary the means of payment that can be used, it being understood that those published in the advertisement at the time the order is sent by the Buyer will be considered usable.

5.4. Any refund to the Buyer, if due, will be credited using the same payment method chosen by the same at the time of placing the order.

5.5. In any case, all communications relating to payments take place using third-party encryption systems designed to protect the transactions carried out (e.g. PayPal payment system) and on which the supplier has neither visibility nor responsibility.

Art. 6 Delivery times and methods

6.1. The Supplier will deliver the selected and ordered products, according to the methods indicated on the website at the time of the offer of the goods, as confirmed in the e-mail referred to in point 4.2.

6.2. Shipping times may vary from 3 to 5 working days and, in any case, the delivery of the order will take place within 30 (thirty) days of confirmation of the same, as required by current legislation. In the event that the Supplier is unable, for whatever reason, to ship within this period, it will promptly notify the Buyer by e-mail sent to the address provided by the latter during the purchase procedure.

6.3. Given that the collection of the product is a specific obligation of the User, at the time of entrusting the Order to the selected courier, the Supplier will send a specific email with which it will inform the Buyer of the imminent delivery, also through the shipping link. . The status of the order placed is always available even by accessing your personal area.

6.4. The courier will make a first delivery attempt on the date indicated by the tracking, in case of non-delivery it will proceed to a second attempt, unless there is a need for corrections and changes to the address for which the Buyer must take action.

6.5. Once the second attempt has been made with a negative outcome for delivery, the package will be in storage with the Courier within the term established and indicated by the tracking page itself. The package will be left in storage for a maximum of 10 working days at the GLS center closest to the User. For any problem and / or information, the User can contact the Seller's Customer Service.

6.6. At the time of delivery, the Purchaser is required to verify that: a) the number of packages delivered corresponds to what is indicated in the transport document attached to the goods shipped; b) the packaging is intact and not altered even in the closing tapes if present.

6.7. In the event that the delivered goods show any damage presumably caused by transport, the Buyer may refuse the delivery and immediately notify the Supplier, who will make the necessary complaints to the shipper, arranging for a new shipment once the return has been received. of the disputed goods.

6.8. In the event that the customer decides in any case to accept the goods delivered, despite the packaging being seriously damaged and / or tampered with, in order to safeguard his rights, he must challenge the courier for the unsuitability of the package, affixing the writing "RESERVE OF CONTROL OF GOODS DUE TO..." (indicating the reason for the reservation in question) on the delivery document, of which he must keep a copy.

Art. 7 Prices

7.1. All product sales prices are indicated on the web address www.emmebiitalia.com/en/e-boutique or other page available on the website, are expressed in Euros and constitute an offer to the public pursuant to art. 1336 of the Italian Civil Code.

7.2. The sales prices referred to in the previous point are inclusive of VAT and any other tax. Shipping costs and any additional charges, if any, although not included in the purchase price, are indicated and calculated in the purchase procedure before the Buyer places the order and contained in the summary web page of the order, as well as in the summary e-mail sent following the conclusion of the purchase procedure. In any case, the costs for each shipment are € 6,00. For more information, visit the website www.emmebiitalia.com, FAQ section. For orders over € 25,00 there are no shipping costs.

7.3. Any promotional offers are specifically indicated and marked on the site with the words "promotional offer", "product on promotion" or with equivalent names.

7.4. The User guarantees the Supplier that he has the necessary authorizations to use the payment method chosen for his Order at the time the Order is sent.

7.5. The ownership of the products ordered will remain with the Supplier until the entire amount of the Order, including shipping costs, taxes and other mandatory contributions (where applicable), are fully paid by the Buyer. All orders, before being processed, are subjected to authenticity checks directly by the relative credit card issuers, to protect the customer. If, for any reason, it is not possible to debit the amount due, the sale process will be automatically deleted and the sale will be terminated pursuant to art. 1456 of the Italian Civil Code; the Customer will be informed by automatic e-mail communication.

7.6. The communications relating to the payment and the data communicated by the Customer when this is done take place on special protected lines and with all the guarantees ensured by the use of the security protocols provided by the payment circuits.

Art. 8 Availability of products

8.1. The Supplier ensures the availability or not of the products through the electronic system used to process and fulfill orders without delay. For this purpose, it indicates in real time, in its electronic catalogue, the products available and those not available, as well as the shipping times.

8.2. Should an order exceed the available quantity, the Supplier, by e-mail, will inform the Buyer if the good is no longer bookable or what are the waiting times to obtain the chosen good, asking whether he or she intends to confirm the order or not.

8.3. The Supplier's computer system will confirm the successful registration of the order as soon as possible by forwarding a summary e-mail to the Purchaser, pursuant to point 4.2.

Art. 9 Withdrawal

9.1. Pursuant to art. 52 of Legislative Decree 206/2005, so-called Consumer Code ("Consumer Code"), as amended by Legislative Decree 21/2014, Users can exercise the right of withdrawal from these General Conditions of Sale without specifying the reason.

This right can be exercised within fourteen (14) days from the date of actual receipt of the products purchased (or, in the case of an order of several Products, from the actual receipt of the last purchased good), by means of an explicit declaration by being sent to the Supplier by certified e-mail to the address indicated in the "Supplier identification" section or registered letter with acknowledgment of receipt to the following address:

Via Baraccone n. 1 - 24050 - Mornico al Serio (Bergamo) ITALY

The notice of withdrawal can be sent, within the same term, also by fax or e-mail to the addresses indicated in the section "Supplier identification", provided that it is confirmed by registered letter with acknowledgment of receipt or Pec within the following forty-eight hours. To meet the previous mentioned deadline. It is sufficient for the User to send the communication relating to the exercise of the right of withdrawal, in the manner indicated above, before the expiry of the withdrawal period. The registered letter is intended to be sent in good time if delivered to the accepting post office within the same deadline. The acknowledgment of receipt is not; however, an essential condition for exercising the right of withdrawal.

The declaration of withdrawal is free.

9.2. The provisions relating to the exclusion of the right of withdrawal for certain categories of goods and services provided for by art. 59 of the Consumer Code. In particular, the right of withdrawal is excluded for goods sold "to measure". In accordance with the provisions of art. 59.1, lett. e) of the Consumer Code, for reasons of hygiene or health protection, the right of withdrawal referred to in the previous art. 9.1 is also not exercisable in relation to the Supplier's Products whose packaging has a seal that has been opened after delivery.

9.3. Pursuant to Article 67, paragraph 3 of the Italian Consumer Code, the return costs will be the sole responsibility of the Buyer. Please note that packages sent at the expense of the recipient will not be accepted.

9.4. In case of exercising the right of withdrawal, the Supplier undertakes to return the amount received by the User, including any delivery costs, within fourteen (14) days from the moment in which he is informed of the User's

decision to withdraw from the contract. These refunds are made using the same payment method used by the User for the initial transaction, unless the User expressly indicates an alternative method in the explicit declaration referred to in the previous art.9.1.

The Supplier reserves the right to suspend the reimbursement of the amount paid by the User until the date of receipt of the goods by the User or until the User demonstrates that he has returned such goods to the Supplier, whichever is earlier.

9.5. It is understood between the parties that the goods must be returned by the User substantially intact, complete, not used, without deteriorating the same external packaging and without undue delay and in any case within fourteen (14) days from the date on which the withdrawal was communicated to the Supplier. The deadline is met if the User returns the goods before the expiry of the fourteen (14) day period.

The substantial integrity of the Products is an essential condition for exercising the right of withdrawal. We therefore invite you to take care of the Products as long as they are in your availability and possession. Please return the item using or including in the package the original packaging, instructions and other documents, if any, that accompany the Products.

9.6. The return of products after the legal term established for the withdrawal and contractual cancellation will not be accepted.

Art. 10 Responsibility of the Supplier

10.1. The Supplier assumes no responsibility for unforeseeable circumstances considered natural disasters or unforeseeable circumstances.

10.2. The Supplier cannot be held liable to the Purchaser, except in the case of willful misconduct or gross negligence, for inefficiencies or malfunctions connected to the use of the Internet outside of its own control or that of its subcontractors.

10.3. The Supplier will also not be liable for damages, losses and costs incurred by the Buyer as a result of the failure to execute the contract for reasons not attributable to him.

10.4. The Supplier will not be liable in any way for non-fulfillment or delays in the performance of any of the obligations under the contract caused by events that are beyond its reasonable control ("Force of nature Events").

10.5. The Supplier assumes no responsibility for any fraudulent or illegal use that may be made, by third parties, of credit cards, whose data will not be retained upon payment, checks and other means of payment, for the payment of the purchased products, if you can prove that you have adopted all possible precautions based on the best science and experience of the moment and based on the ordinary diligence required.

Art. 11 Obligations of the Supplier for defective products, proof of damage and compensable damages

11.1. The Supplier cannot be held responsible for the consequences deriving from a defective product if the defect is due to the conformity of the product to an imperative legal rule or to a binding provision, or if the state of scientific and technical knowledge, at the time in which the manufacturer has put the product into circulation, it still did not allow to consider the product as defective.

11.2. No compensation will be due if the injured party was aware of the product defect and the resulting danger and nevertheless voluntarily exposed himself to it. Likewise, defects resulting from the bad and / or incorrect use of the purchased goods, from external causes (e.g. bumps, falls, etc.), from carelessness and improper use are not attributable to the Supplier's responsibility.

11.3. In any case, the damaged party must prove the defect, the damage, and the causal connection between defect and damage.

Art. 12 Guarantees and methods of assistance

12.1. The Supplier is liable for any lack of conformity that occurs within 2 (two) years from the delivery of the goods.

12.2. The Buyer loses all rights if he does not report the lack of conformity to the Supplier within 2 (two) months from the date on which the defect was discovered.

12.3. In any case, unless proven otherwise, it is assumed that the lack of conformity that occurs within 6 months of delivery of the goods already existed on that date, unless this hypothesis is incompatible with the nature of the goods or with the nature of the defect of compliance.

12.4. The request must be received in writing, by registered letter with return receipt, to the Supplier, who will indicate his willingness to proceed with the same - or the reasons that prevent him from doing so - within 7 (seven) working days of receipt. In the same communication, where the Supplier has accepted the Buyer's request, he must indicate the method of shipping or returning the goods as well as the deadline for the return or replacement of the defective goods. In any case, no damage can be requested from the Supplier for any delays in making replacements.

12.5. If, after having carried out the appropriate checks on the goods, the dispute is founded, the Purchaser may request, alternatively and without charge, under the conditions indicated below, the replacement of the purchased goods, a reduction in the purchase price or the resolution of this contract, unless the request is objectively impossible to satisfy or is excessively burdensome for the Supplier. Products that show clear signs of tampering or failures caused by their improper use or by external agents not attributable to defects and / or manufacturing defects are not covered by the warranty.

12.6. If the defect is not related to a lack of conformity, the User will be charged for any verification and restoration costs incurred by the Supplier.

If the Product is not affected by a lack of conformity, the Supplier will inform the User about the costs necessary for its repair or replacement. The costs related to the transport of Products that do not have any lack of conformity will be charged to the User.

Art. 13 Obligations of the Buyer

13.1. The Purchaser undertakes to pay the price of the purchased goods within the times and methods indicated in this contract.

13.2. Once the online purchase procedure has been completed, the Buyer undertakes to print and keep this contract received by e-mail attached to the purchase order confirmation.

13.3. The information contained in this contract has, however, already been viewed and accepted by the Purchaser - who acknowledges it - before confirming the purchase, through electronic procedures.

13.4. It is strictly forbidden for the User to enter false and / or invented and / or fictional data in the registration procedure necessary to activate the procedure for the execution of this contract and related further communications for him; the personal data and the e-mail address must be exclusively their real personal data and not those of third parties, or of fantasy. It is expressly forbidden to make double registrations corresponding to a single person or to enter data of third parties. Emmebiitalia.com reserves the right to legally pursue any violation and abuse in the interest and for the protection of all consumers.

Art. 14 Variations of the service

14.1. The Supplier reserves the right to modify these General Conditions of Sale at any time through general notices to Users published on the Site and / or by e-mail communications to the User with indication of the effective date of the changes. These changes will always and in any case respect the minimum rights recognized to consumers on the basis of current legislation.

In any case, the General Conditions governing the relations between the parties are those provided for on the date of completion of the contract, indicated by links in the Order Confirmation email.

Art. 15 Suspension of service

15.1. The Supplier reserves the right to temporarily suspend, without any prior communication, the provision of the service of buying and selling the Products for the time strictly necessary for the technical interventions necessary and / or appropriate to improve their quality (hereinafter, for the sake of brevity, "Service").

15.2. The Supplier may at any time interrupt the provision of this Service if there are justified reasons of security or breaches of confidentiality, in this case notifying the Users.

Art. 16 Protection of the confidentiality and processing of the Buyer's data

16.1. Emmebi Italia as Data Controller guarantees that the processing of personal data will take place in accordance with and in compliance with Regulation (EU) 2016/679 and Legislative Decree 196/03 and ss. changes and additions. Complete information pursuant to art. 13 EU Reg. 679/16 on the website www.emmebiitalia.com.

Art. 17 Communications and complaints - ODR platform

17.1. Written communications directed to the Supplier and any complaints will be examined if sent by email to the email address eshop@emmebiitalia.com or via Pec emmebiitalia@propec.it.

17.2. Pursuant to art. 14 of the European Regulation 524/2013, the Supplier informs the Purchaser that in the event of a dispute he may file a complaint through the ODR (Online Dispute Resolution) platform made available by the European Commission and reachable at the following link: <http://ec.europa.eu/consumers/odr/>.

However, the Supplier invites the Buyer to use the channel indicated in the previous point (by sending an email or by contacting customer service) to resolve any type of issue directly.

17.3. The Supplier informs the User that, in the event that he has submitted a complaint directly to the Supplier, as a result of which it has not been possible to resolve the dispute thus arisen, the Supplier will provide information regarding the body or bodies of Alternative Dispute Resolution for the out-of-court resolution of disputes relating to obligations deriving from a contract concluded on the basis of these General Conditions of Sale, specifying whether or not it intends to use these bodies to resolve the dispute.

17.4. The right of the User to appeal to the ordinary competent judge of the dispute deriving from these General Conditions of Sale, whatever the outcome of the out-of-court settlement procedure of disputes relating to consumer relations through recourse to the procedures, is reserved. provided for by the Consumer Code.

Art. 18 Applicable law and competent court

18.1. This online sales contract is governed by Italian law. For any dispute relating to the interpretation and execution of this contract, the Court of the place where the Buyer, as a consumer, has his residence will be competent.

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

18.3. These General Conditions of Sale, as well as any document expressly referred to in them, represent the entire agreement between the User and the Supplier regarding the subject of the contract and replace any previous agreement, understanding or pact between the same parts, whether oral or written.