

GENERAL TERMS OF SALE

1. GENERAL PROVISIONS AND IDENTIFICATION OF MERCHANT

These general terms of sale ("Terms of Sale") regulate all sales of products branded LA PAVONI ("Products") concluded at a distance on the website <https://www.lapavoni.com/> ("E-Shop").

Customers (as defined below) are required to carefully read the Terms of Sale shown on the E-Shop. The Merchant (as defined below) will provide a copy of the Terms of Sale to Customers in accordance with the provisions of Article 4 below of these Terms of Sale. Contracts entered into with Customers will be archived by the Merchant for the period required by the regulations in force.

The Merchant reserves the right to alter the Terms of Sale, in whole or in part, at its sole discretion, applying new Terms of Sale from their publication date on the E-Shop. The Terms of Sale applicable to any order sent via the E-Shop are those in force when the order itself is sent.

Orders sent via the E-Shop by the user ("Customer" or "You") constitute full and complete acceptance of the Merchant's Terms of Sale and Privacy Policy; the latter forms an integral part of these Terms of Sale. Any refusal to accept the Merchant's Terms of Sale and the Privacy Policy shall prevent You from sending any order via the E-Shop.

Products displayed on the E-Shop are sold by LA PAVONI S.p.A., a company with registered office in Via Privata Gorizia 7, 20098 San Giuliano Mil. (MI) – ITALY, P.IVA 00790800155, ("Merchant"), owner of the E-Shop domain name, logos, trademarks, images and any intellectual property rights relating to the Products presented on the E-Shop, as well as copyright on the content of the E-Shop. For further information on the Merchant and the Products, contact the dedicated Customer Services by e-mail at the address espresso@lapavoni.it.

2. SUITABILITY FOR PURCHASE

Products may only be ordered via the E-Shop by Customers who (i) are natural persons (i) have reached adult age (eighteen years old), (ii) have capacity to act, (iii) are consumers, i.e. are not acting in the exercise of a commercial, industrial, craftsmanship or professional activity.

Minors aged under eighteen and those without legal capacity to enter into a contract may send orders by way of a parent or guardian acting on their behalf. All orders sent in contravention of this provision and all contracts entered into on the basis of those orders will not have any effect.

By sending the order via the E-Shop, You declare and warrant to be a consumer and that You will not deliver, distribute or sell the Products for commercial purposes.

3. PRODUCT AVAILABILITY

Information relating to Products, together with Product codes and their price, is available on the E-Shop. The graphical representation of the Products displayed on the E-Shop may differ from reality; You must therefore rely exclusively upon the description of the Product and its characteristics indicated on the E-Shop.

The Merchant reserves the right to limit, at any time, the quantity and/or the type of Products that may be purchased on the E-Shop. You may add to the order proposal a maximum of [●] pieces per individual Product.

The Merchant is not in any case liable for any errors deriving from the lack of functioning of Your connection to the E-Shop.

Although the Merchant undertakes to do everything possible to supply the Products chosen by You in the Order Form, its commitment is inevitably subject to the availability of those Products.

For those reasons, it may accidentally and exceptionally be the case that the Merchant is unable to supply the requested Products because, for example, multiple orders have been made online that have depleted its stocks. In those cases, the Merchant will contact You promptly at the e-mail address indicated in the Order Form to notify You of the availability of the Products.

If the Products are not available for the reasons indicated above, or in other cases of Product unavailability, without prejudice to the other rights attributed to You by law, the Merchant will immediately notify You by e-mail, proposing, alternatively and at its discretion: (i) the refund of the total amount due, constituted by the price of the Products, the shipping costs, if applied, and any other additional cost, if already paid; or (ii) if the Products are likely to be replenished, a postponement of the delivery terms, indicating the new delivery term of the Products.

4. CONCLUSION OF PURCHASE CONTRACT

The registration on the account is not necessary to purchase the Products. You can purchase the Product by completing the Order Form without creating an account.

When registering on the E-Shop, You will be asked to choose a password. This password is strictly confidential and should therefore not be disclosed to third parties, with the Customer assuming responsibility for its use and for all orders transmitted with the same password.

The Merchant shall be immediately informed even of the mere suspicion that someone else knows or is using said password.

To order one or more Products, You must complete the Order Form found online and send it to the Merchant.

Before sending an Order Form via the E-Shop, You are required to carefully read all instructions provided during the purchase process (also with regard to delivery costs, conditions for exercising the right of withdrawal and the Privacy Policy) as well as these Terms of Sale.

To purchase a Product, You must (i) enter the selected Product in the "Basket" by clicking the respective icon, upon selection of the voltage (ii) select the "proceed with payment" option (iii) complete the order proposal with the required data (iv) select the payment method (v) accept the Terms of Sale and (vi) transmit the order proposal to the Merchant by selecting the "place order" option.

The transmission of the order form constitutes a purchase proposal for the selected Product, regulated by these Terms of Sale and binding for the Customer (subject to the right of withdrawal provided by Article 8 below). The transmission of the Order Form by You involves Your obligation to pay the price of the ordered Product or Products.

Before sending the Order Form, You may make corrections/changes to the entered data by following the specific procedure indicated in the E-Shop (by way of example and without limitation, You have the right to modify the quantity of Products You intend to purchase by adding or removing one or more Products from the "Basket").

Without prejudice to the use of personal data described in the Privacy Policy, the Order Form and Your data relating to the order

proposal may be stored by the Merchant for the period of time provided by existing regulations.

Within 30 days the Merchant may, at its discretion, refuse an order proposal (in that case, no sum will be due from You to the Merchant; the proposal may be refused, inter alia, in the following cases: (i) if the Products are unavailable (subject to the provisions of Article 3); or (ii) if there is a report, or suspicion, of fraudulent or illegal activity, therein including the suspicion that the purchases are being made for commercial purposes; (iii) if You fail to fulfil Your obligations deriving from a previous contract entered into with the Merchant and/or a group company of the Merchant; or (iv) in case of erroneous publication of sales prices.

The purchase contract will be concluded only when the purchase offer is accepted by the Merchant, by sending an Order Confirmation to the e-mail address communicated by You in the Order Form.

In conformity with the provisions of Article 51, paragraph 7 of the Consumer Code, as defined below, the Order Confirmation will include a summary of the essential characteristics of the purchased Products, a detailed indication of the price and payment methods, information on delivery costs, terms and methods of exercising the right of withdrawal, the indication of an address to which to submit complaints, information on the after-sales assistance services and on the existing commercial guarantees and a copy of these General Terms.

The risk of loss of or damage to the Products is transferred to You when You (or a third party designated by You and different from the carrier) materially enter into possession of the Product.

5. PRICES, TAXES, SHIPPING COSTS

All prices shown on the E-Shop pages relating to the Products include VAT and any other tax.

The shipping costs related to standard delivery are shown in the summary of the Order Form. The total amount to be paid by You, including the price of the selected Product(s), taxes and, if applicable, shipping costs ("Total Amount"), will therefore be communicated to You prior to the formalization of your order through the submission of the Order Form.

Merchant reserves the right to change, at any time and without prior notice, the prices of the Products, it being understood that the amount charged will be the amount displayed on the E-Shop at the time You place your order.

6. PAYMENT METHOD

Payment may be made through one of the following methods:

PAYPAL: in case of purchase through Paypal payment methods, upon completion of the order, the Customer will be directed to the Paypal login page. In case of cancellation of the order it will be required to cancel the transaction and the Merchant in no event shall be liable for any damages, direct or indirect, caused by the delay in the failure to release the amount committed by Paypal.

CREDIT CARD: Merchant uses the Nexi secure payment service. Confidential credit card information (card number, cardholder, expiration date, security code) is encrypted and so transmitted to the payment processor. The credit cards accepted by the said circuit are indicated in the footer of the E-Shop page (by way of example VISA, Mastercard, etc.).

BANK TRANSFER: If you choose Bank Transfer, we ask that You make the payment within 5 days of receiving your order confirmation e-mail. Otherwise, the Merchant is authorized to cancel the order itself.

Please consider that the choice of payment method made may result in an extension of time for the delivery of the Products, which will take place only after the completion of such payment.

If requested by the Customer, the Merchant will issue an electronic invoice on the basis of the data entered in the Order Form, a courtesy copy of which will be sent on request to the e-mail address indicated. The Customer is solely responsible for the accuracy and truthfulness of the information provided to Merchant for tax purposes.

7. DELIVERY METHODS AND TIMESCALES

The Merchant will ship the Products requested by You using couriers that offer an efficient and high quality service. The transportation document will constitute proof of delivery to the carrier.

The Products will be sent to the address indicated by You in the Order Form. Changes to the delivery location (with respect to that originally indicated), if requested by You after the Product has been delivered to the carrier, may generate additional costs, to be borne in full by You.

The Merchant will make all reasonable and possible efforts to procure the requested Products for You as soon as possible and, at the latest, within thirty (30) days from the date of entering into the purchase contract for the Products ("Contract Conclusion Date"). However, the procurement timescales may depend upon factors outside the will of the Merchant. Any delivery term indicated by the latter to You and less than the term of thirty (30) days from the Contract Conclusion Date shall, therefore, be deemed to be merely indicative and not mandatory.

If the delivery delay exceeds 30 days from the Contract Conclusion Date, You may invite the Merchant to make the delivery by a supplementary deadline designated by the same and appropriate to the circumstances. If the supplementary deadline expires without the Products being delivered, You may withdraw from the contract by written communication by the same methods provided in Article 8 below and the Merchant must refund all costs incurred under the Contract without delay.

Standard delivery is made to the front of the road approximately within 5 working days. However, in some inconvenient areas, standard delivery may need an additional 2 working days. The request for second-hand pickup as described in Article 10 below may result in an extension of the above delivery time.

Merchant assumes the risks of transportation, including loss and breakage of the Products. In all cases, it is the Customer's responsibility to verify that the Products are delivered in perfect condition. If the Customer, upon delivery, should find errors in the dispatch of the Products or if the package received is visibly damaged, the Customer shall indicate these circumstances in the courier's delivery document with the caption "Reserve Check", detailing as precisely as possible what was found. Within the next 24 hours, the Customer will notify the Merchant by e-mail at espresso@lapavoni.it.

8. RIGHT OF WITHDRAWAL – PRODUCT REPLACEMENT

In accordance with Article 52 of the Consumer Code, as defined below, You are entitled to withdraw from the contract, without specifying the reason, within 14 (fourteen) days from the date on which You (or Your representative authorised to receive the Product) materially enter into possession of the Product itself and in the case of a split delivery, from the day on which You acquire physical possession of the last Product.

To exercise the right of withdrawal, the Customer must, within the period of 14 (fourteen) days provided in the preceding paragraph, make the request by sending to the e-mail address espresso@lapavoni.it one of the following requests:

- the relevant form below

Standard withdrawal form (complete and return this form only if you wish to withdraw from the contract)

Recipient: LA PAVONI S.p.A., Via Privata Gorizia 7, 20098 San Giuliano Mil. (MI) – ITALY, P.IVA 00790800155, indirizzo mail: espresso@lapavoni.it

I/we (*) hereby give notice of withdrawal from my/our (*) contract of sale of the following goods/services (*)

Ordered on (*)/received on (*)
Name of consumer(s)
Address of the consumer(s)
Signature of the consumer(s) (only if this form is served in paper version)
Date
Or

• a notice evidencing the Customer's intention to exercise the right of withdrawal under Article 52 of the Consumer Code; such notice must contain the following information: (i) indication of the Product for which the Customer wishes to exercise the right of withdrawal; (ii) order number.

Within 14 (fourteen) days of the notice of withdrawal (transmitted in accordance with this Article 8), the Customer shall return the purchased Product to Merchant in accordance with the instructions provided by Merchant upon receipt of the notice of withdrawal. The Customer shall only be liable for any decrease in the value of the Product resulting from any handling of the Product other than that necessary to ascertain its nature, characteristics and operation: therefore, the Customer shall not remove any labels applied to the Product.

The Merchant will make the full refund of the sums paid by You, therein including any reasonable delivery costs, without undue delay and in any case by and not beyond 14 (fourteen) days from the date on which the Merchant was informed of the Your decision to withdraw from the contract in conformity with this Article 8. That refund will be made by the Merchant by the same payment methods used by You for the initial transaction, unless otherwise expressly agreed between the parties and provided that You do not have to incur additional costs for that refund. The refund will be visible to the Customer according to timelines provided by the payment method used.

The Merchant may suspend the refund until full receipt by the Merchant of the returned Product or, if it occurs before that receipt, until You provide proof of having returned the Product.

After the shipment of the Product, the order may no longer be cancelled or changed. The return of Products already shipped must be made in any case in conformity with the procedure provided in this Article 8.

All communications to You relating to the exercise of the right of withdrawal, therein including the communication of confirmation of receipt of the exercised withdrawal, will be made by e-mail to the e-mail address communicated by the Customer in the Order Form or, if different, to the e-mail address indicated by the Customer in the communication of withdrawal. Further changes to that address not communicated to the Merchant may not be enforced upon it. In case of withdrawal, the goods will be returned at the Customer's expense.

9. GUARANTEE OF PRODUCTS SOLD VIA THE E-SHOP

The sale of the Products is subject to the legal warranty provided for in Articles 129 onwards of the Consumer Code, as defined below. Pursuant to these regulatory provisions, the Customer has the right to obtain the restoration of the conformity of the goods by repair or replacement (the Customer may choose whether to obtain the repair or replacement of the Product under the conditions provided by law, unless the remedy requested is objectively impossible or does not impose disproportionate costs on the Merchant compared to the other), without any expense to him, or, if one of these remedies is unsuccessful (in accordance with the provisions of Article 135-quater, of the Consumer Code), the Customer may obtain an appropriate reduction in the price of the Products or termination of the contract. The action aimed at invoking a defect of conformity not wilfully hidden by the Merchant is limited, in any case, to the period of 26 (twenty-six) months from the delivery of the Product.

Repair or replacement of the Product due to a lack of conformity of the Product may be requested by contacting the email address espresso@lapavoni.it or the territorially competent service center as indicated on the Site. The Merchant, upon receipt of such communication, undertakes to indicate to the Customer the procedures for intervention by an authorized technician or to collect the Product.

In the event that it is necessary to collect the Product, all expenses related to the return to Merchant of the Product to be repaired or replaced, as well as all expenses related to the delivery to the Customer of the repaired or replaced Product, shall be borne by Merchant.

Merchant shall not be liable for any damage that results from misuse or wear and tear, inappropriate handling and maintenance of the Product. The warranty shall not apply if factors unrelated to normal use of the Product are involved.

The Merchant shall verify whether the malfunction depends on a manufacturing defect or a conformity defect. If this is not the case, any cost for the restoration of the Product, if in any case requested by the Customer, shall be borne by the Customer, for which purpose Merchant shall inform the Customer of the costs necessary for repair or replacement. The Customer will also be charged the costs of the verification carried out by the authorized technician for malfunctions that occur after the first twelve months from the date of delivery of the product and exclusively in the event that they do not depend on a conformity defect. The costs of the verification will in all cases be reasonable and communicated by the technician before it is carried out.

10. WEEE COLLECTION

In compliance with the provisions of DM 65/2010 art 1 paragraph 1 and Legislative Decree 49/2014 art 11 paragraph 1, the Merchant ensures the Customer, when purchasing a new electrical or electronic equipment for domestic use (EEE), the free

collection of the old equivalent electrical or electronic equipment (WEEE) provided that (i) The returned product belongs to the same category as the new one namely, it performs the same functions as the new Product purchased (ii) The returned product is intact in all its parts and ready for disposal.

The following are excluded from collection:

WEEE that poses contamination or safety risks to pick-up personnel;

WEEE that is missing essential components and/or has been tampered with.

The Customer may request the take-back of used equipment by contacting the Merchant via the appropriate section of the website or by writing to espresso@lapavoni.it at the time of purchase.

The collection of the used item may be simultaneous with the delivery or postponed. In the latter case, the Customer will be contacted by the specialized logistics operator in order to agree on the date of the Withdrawal, which will take place within the maximum term of 30 days from the date of delivery of the new Product.

The Customer may also deliver the small EEE waste to the public collection service, take it to the appropriate municipal areas, or return it free of charge to retailers who have businesses with an area of more than 400 square meters without obligation to purchase.

11. GUARANTEE OF AUTHENTICITY AND INTELLECTUAL PROPERTY RIGHTS

The Merchant warrants that all Products purchased on the E-Shop are original "LA PAVONI" products.

The "LA PAVONI" trademark, as well as all graphic and non-graphic trademarks and service marks, found on the Products, their

accessories and/or packaging, form marks, whether registered or not, as well as all illustrations, images and logos protected by copyright, and, more generally, all intellectual property rights relating to the Products are and remain the exclusive property of the Merchant and/or its assignees.

12. APPLICABLE LAW AND COURT WITH JURISDICTION

These Terms of Sale and, consequently, contracts entered into with Customers, are regulated by Italian law and must be interpreted on the basis of the same (therein including Italian Legislative Decree no. 206 dated 6 September 2005, "Consumer Code" and, in particular, "Chapter I, Title III of Part III", as well as Italian Legislative Decree no. 70 dated 9 April 2003, "E-Commerce Decree"). Disputes deriving from the interpretation, validity and/or implementation of these General Terms will be devolved to the exclusive jurisdiction of the judge in the place of residence or domicile of the Customer.

Alternatively, the Customer may choose to access the platform for extrajudicial dispute resolution provided by the European Commission, present on the website <http://ec.europa.eu/odr>

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