

GENERAL CONDITIONS OF SALE

Article 1 - Purpose

This website, www.borgonovo.it ("the Website") is the property of Vetreria di Borgonovo S.p.A ("Vetreria" or "the Seller"), with registered office at Via Aurelio Saffi 34, 20123 Milan, Italy; tax (CF) and VAT no. IT00113010334 and is dedicated to the sale of glasses and glass cups, containers etc. to professionals (shopkeepers, wholesalers, resellers) pursuant to Article 3, para. 1, letter c) of the Italian Consumer Code (Italian Legislative Decree 206/2005).

Direct sale to consumers is not provided for pursuant to Article 3, para. 1, letter a) of the Italian Consumer Code.

The following General Conditions of Sale apply to the purchase of products performed through the Website and any connected subdomains owned by the Seller.

Products purchased on the Website are sold directly by Vetreria.

In order to complete their purchase, Users must register on the site by creating an account, ensuring that the requested data is provided in a complete and truthful manner. If registration is not performed or the required data not provided, it will not be possible to proceed with the purchase.

Article 2 - Acceptance of the General Conditions of Sale

We invite Users to view the General Conditions of Sale before registering and before placing an order on the Website.

The Conditions shall be considered valid until modifications or additions by the Seller are made visible on the Website.

The up-to-date version of the General Conditions of Sale is that published on this Website; any modifications shall apply from the date of publication on the Website itself.

By making a purchase order, the User thereby declares that they have read and accepted these General Conditions of Sale.

Article 3 – User Account Registration

Registration of an account is a necessary requirement to make use of the e-commerce service.

In order to register an account, it is necessary to be over 18 years of age and hold a VAT number.

Users must keep their access credentials secret. It shall be understood that the Seller will in no case be held liable in the event of loss, communication, theft or unauthorised use by third parties in any way of the Customer's access credentials.

Vetreria di Borgonovo offers its products for sale on the Website, and performs e-commerce activities solely to parties who hold a VAT number and the ability to enter into and be party to binding contracts.

Vetreria di Borgonovo reserves the right not to honour orders from parties who do not hold the requirements outlined above and who do not enter all the information required by the Website upon registration.

With registration, the User commits to provide all requested data and declares that they are current, complete and truthful, committing to keep them up to date at all times.

All direct consequences deriving from incomplete, false or incorrect data are the responsibility of the user.

Vetreria reserves the right, at its sole discretion to disable your account.

Accounts can be deleted at any time through a request sent by the User to Vetreria via the contact details provided on the Website. Deletion of the account will make it impossible to use the services for which an account is required. Purchases made following this will be processed using the contact details provided previously.

Vetreria reserves the right to temporarily suspend, disable or permanently close an Account, in particular if the Account is used improperly for fraudulent or illegal purposes, or by unauthorised third parties.

The Seller has the right to withdraw from this contract by providing five (5) calendar days' notice. Withdrawal by Vetreria equates to cancellation of the account.

All personal data acquired during the registration phase will be processed in full compliance with Regulation (EU) 679/2016, in accordance with the principles of legality and minimisation. In the event of termination or blocking of the Account, Vetreria may purchase your personal data separately as independent Controller, for the purpose of complying with any legal requirements deriving from use of the Website's services.

Article 4 - Method of Purchase

Purchases of the available products, as illustrated and described on the relative pages online, are made by the User at the price specified on the website at the time of purchase, which includes taxes and duties which may vary depending on the destination country of the Product or on legislative changes in progress, with the addition of shipping costs (wherever applicable), which will in any case be displayed before conclusion of the purchase.

The availability of the product is updated on the basis of the number of products available. Nevertheless, Vetreria cannot guarantee assignment of the ordered goods with complete certainty. Should the order, even partially, concern goods which are not available, these will automatically be removed from the shopping cart.

The Customer/User, after completing their purchase order, will receive an initial email in which the Seller notifies them only that the order has been received, specifying the corresponding order number. Around two working days after the order (this time frame is not binding), Vetreria will send the User a confirmation email notifying them of acceptance of the order and confirming the shipment of the product(s) to the address provided, and providing an estimate of the delivery times. On receipt of these emails, the User can check the correctness of the data and of the products ordered, sending any notifications or requests for additional information to shop@borgonovo.it.

Alternatively to shipping, the User may collect any purchased product directly at Vetreria's premises.

The user can check the order status in their Customer area.

Orders can have the following statuses:

- **CONFIRMED:** the order has been completed by the Customer and payment has been verified. In the event that authorisation is not provided by the international banking circuit, the order will automatically be cancelled.
- **AWAITING CONFIRMATION:** the order is awaiting verification by Vetreria di Borgonovo (immediate or warehouse availability);
- **SHIPPED:** the products in the order have been handed to the carrier who will be making the delivery.
- **READY FOR PICK-UP:** the products in the order are available for pick-up at the company's premises.

Article 5 - Methods of Payment

Payment is made via PayPal (Europe) S.à.r.l. et Cie, S.C.A.. Further details are available in Paypal's payment terms and conditions, which the user may view before entering into the contract.

Users shall guarantee that they have the necessary authorisations to use the payment method chosen for their order at the time of sending.

Payment in instalments is not permitted.

All orders are payable solely in Euros, inclusive of all taxes and mandatory contributions. Any bank costs shall be the sole responsibility of the Customer (including in the case of any reimbursements due).

In the event of payment by bank draft, this must be made within five (5) working days from the date of the order, otherwise the order will be automatically cancelled.

If the User does not share the information required for completion of the payment, the Seller reserves the right to automatically cancel the order.

At no time during the purchase process is Vetreria di Borgonovo able to see information on the purchaser's credit card and credit card number or financial/personal information. All data are, indeed, transmitted via a protected connection directly to the PayPal portal. The Seller shall therefore not be in any case held liable for any fraudulent or illicit use of the User's payment methods by third parties during the product purchase and payment procedure.

Should the order be cancelled within the permitted methods and timeframes, the User will be reimbursed via the same payment methods used to make the payment.

The User's data are transmitted using secure methods which prevent other parties from having knowledge of or coming into contact with them. To be sure you have a safe connection, it is necessary to use a browser such as Internet Explorer (5.x or later), Netscape Navigator (4.x or later), Mozilla (1.x

or later), Opera, Safari or Chrome able to communicate with Vetreria di Borgonovo's server via encryption. To know whether you are using an encrypted connection, just check that the "https" prefix is used instead of "http" in the browser address bar, and that the padlock at the bottom of the browser is locked. Remember that the credit card data are transmitted to the bank's secure server only after the User clicks to confirm. Up until that time, the data remain solely on the User's computer.

Article 6 – Invoicing

The Seller allows the User to obtain electronic invoices for orders made by registering their data and VAT number in the dedicated form; this will be validated by the services provided by the Italian revenue service ("Agenzia delle Entrate").

Invoices for orders delivered by courier can be downloaded and printed online directly in the customer area of the website. No changes to invoices are possible once they have been issued.

Article 7 – Delivery

Vetreria di Borgonovo accepts orders for delivery solely within Italy, Vatican City and the Republic of San Marino.

Delivery costs, to be added to the price of the products purchased, are calculated automatically by the system and communicated to the user before the order is completed.

The User is required to specify the delivery address in a correct and complete manner, providing all information required to identify the delivery location.

The user is required to check, upon delivery, that the number of packages delivered corresponds to that indicated on the waybill, that the packaging is intact, and that the products delivered match those ordered; Customers cannot context external nonconformity of the product ordered and the quantity of the same after delivery, as this is to be checked upon delivery itself.

Although not binding on the Seller, goods are delivered within around seven (7) working days from receipt of order confirmation from Vetreria, assuming payment has gone through correctly.

If the products have not been delivered within 15 working days from receipt of order confirmation sent by Vetreria, the Customer can send an email to shop@borgonovo.it with the subject "delivery failure", specifying the order number and any notes. The Seller will contact the Customer within two (2) working days of receipt of such an email to check the order status.

The user hereby waives any claim against Vetreria in the event of delivery delayed due to reasons ascribable to the carrier, or to missed deliveries due to lack of personnel to receive it at the User's premises.

Article 8 – Warranties for Defects

It is possible to return the goods purchased solely in the event of defects in the same, pursuant to article 1490 of the Italian Civil Code, which should present within 12 months of the date of delivery, and reported no more than 8 days from discovery of the same.

To report any defect to Vetreria, fill out the return request form on the website.

The corresponding notification must specify what faults/defects have been encountered and in what products, as well as the date of purchase and the chosen refund method.

Shipment of defective products is the liability of the Seller.

After the necessary checks have been performed by Vetreria, in the event that the defects are confirmed, the User will be refunded using the same payment method used for the purchase.

Article 9 – Withdrawal

The User has the right to withdraw from the contract without having to state any specific reason, within 8 days from the delivery date. To exercise the right to withdrawal, the User must fill out the relevant form on the website.

In the case of withdrawal, the User shall return the goods in their original packaging, at their own care and expense, within 14 days from the withdrawal notification to the Seller. Shipping fees shall be borne by the User.

It is best to use a shipping method with tracking. In any case, the Seller shall not be liable if the shipment gets lost or if shipped goods are damaged by the courier.

Returned items must be in excellent conditions, in their original packaging, and unused.

The Seller shall check the conditions of the items within 5 working days after their reception at its premises; if the goods are in excellent conditions, as specified above, it shall refund the payment to the User.

All refunds will be made using the same payment method used by the User for the purchasing transactions, within 14 working days after the Seller has received the returned items.

Any damaged or used returned items shall not be refunded.

The User must include a copy of the bill of delivery inside the parcel.

Article 10 - Privacy Policy

The User's personal data will be processed in full compliance with Regulation (EU) 679/2016, in accordance with the principles of legality and minimisation.

For the complete privacy policy, visit the following link: <https://www.borgonovo.it/it/content/14-privacy-policy>

Article 11 – Invalidity and Severability

Should any clause of these Sales Conditions be rendered void, invalid or ineffective, the above-mentioned clause shall be eliminated while the remaining clauses shall remain unaffected and in full force.

Article 12 - Jurisdiction and Competent Court

The sales contract is regulated by Italian Law. For any disputes relating to the validity, interpretation or execution of this contract, the Court of Piacenza, Italy, shall have full jurisdiction.

Article 13 – Modifications

The conditions contained in this document may be modified by Vetreria di Borgonovo with no prior notice and shall take effect from their date of publication on the Website.

Article 14 – Claims

Any claims must be sent to Vetreria di Borgonovo SpA's registered office at Via Aurelio Saffi 34, 20123 Milan, Italy.

Article 15 – Further Information

The contract and all communications shall be made in Italian.