

GENERAL TERMS AND CONDITIONS OF ONLINE SALE

PREAMBLE

These terms and conditions of sale (hereinafter also referred to as "General Terms and Conditions of Sale" and/or "General Terms") are valid exclusively between the company **Ferro S.n.c. di Ferro Daniele & C.** (hereinafter also referred to as the "Company" and/or "Seller"), represented by its legal representative **Mr. Daniele Ferro**, with **registered and administrative headquarters in San Martino Buon Albergo (VR), Via Nazionale no. 53**, email: info@ferro sport.it, and any person making online purchases on the website <https://ferro sport.it>.

These General Terms and Conditions of Sale may be subject to modifications, and the date of publication on the website is equivalent to the date of entry into force.

1. DEFINITIONS

For the purposes of these terms of sale, the following terms on the website <https://ferro sport.it> will have the meanings specified below and may be used interchangeably in the singular and/or plural:

- **1.1 "Products" or "Ferro Products"**: All products and/or goods and/or services marketed by the Seller on the website <https://ferro sport.it>.
- **1.2 "Customer" or "Buyer"**: The purchaser of the Products, meaning any natural or legal person making the purchase for purposes related to their professional, commercial activity, or for private use.
- **1.3 "Consumer"**: Any natural person who purchases the Products and/or Services on the Website for purposes unrelated to any commercial, industrial, artisanal, or professional activity carried out, in accordance with **Article 3 of Legislative Decree No. 206 of September 6, 2005 (Consumer Code)**.
- **1.4 "Professional"**: A customer who purchases for purposes related to their commercial, industrial, artisanal, or professional activity and, therefore, does not fall within the definition of a Consumer.
- **1.5 "Website"**: The set of web pages available on the internet at <https://ferro sport.it>, owned by the Seller.
- **1.6 "Online Sales Contract" or "Contract"**: Any individual contract/legal transaction concluded between the Company and the Customer concerning the purchase of Products offered on this website.
- **1.7 "Order"**: The completion by the Customer of all operations indicated on the Website aimed at purchasing the Products as described on the site.
- **1.8 "Order Confirmation"**: The communication sent by the Supplier to the Customer following receipt of the Order, which constitutes acceptance of the contractual proposal and marks the finalization of the Online Sales Contract.

2. OBJECT OF THE CONTRACT

- **2.1** These General Terms and Conditions of Sale govern every **remote purchase (online sales)** of Products promoted and marketed by the Company through the Website.
- **2.2** All Products available to users are illustrated on the Website's homepage and/or within its various web pages. Ferro Products available on the Website are intended for both Consumers and Professionals.
- **2.3** Unless otherwise specified regarding Consumers, the provisions of these General Terms apply indiscriminately to all Customers who purchase Ferro Products through the Website.
- **2.4** By submitting a purchase Order, the Customer agrees that confirmation of the information regarding the Order will be sent via email to the address provided during registration or during the purchase process.
- **2.5** To purchase through the Website, the Customer must be **at least 18 years old** and have the legal capacity to act, which the Customer declares to possess.
- **2.6** Any Internet connection costs, including telephone charges, required to access the Website are the sole responsibility of the Customer, according to the rates applied by their chosen provider.
- **2.7** Any communication from the Customer related to purchasing the Products—including reports, complaints, requests concerning the purchase and/or delivery of the Products, the right of withdrawal, etc.—must be sent to the Company using the contact details and methods indicated on the Website and at info@ferro sport.it.

3. PRODUCT FEATURES AND AVAILABILITY IN DIFFERENT

GEOGRAPHIC AREAS

- **3.1** The Products are sold with the characteristics described on the Website and according to the General Terms and Conditions of Sale published on the Website at the time the Customer submits their Order, excluding any other conditions or terms. Before finalizing the Sales Contract, the Customer agrees to review the characteristics of the Products, which are illustrated in individual product descriptions at the time of selection.
- **3.2** The Seller may modify the General Terms without prior notice. Such changes will take effect from the date they are published on the Website. Orders submitted before the publication of these changes will be subject to the General Terms in effect at the time of the Sales Contract's conclusion.
- **3.3** The prices, Products available for sale on the Website, and/or their characteristics are subject to change without notice. Before placing a purchase Order, the Customer is encouraged to verify the final sale price.
- **3.4** The Website is accessible worldwide. However, Products available on the Website can only be purchased by users requesting delivery in one of the countries indicated on the Website.
- **3.5** The Seller invites each user to carefully read these General Terms and Conditions of Sale before completing any purchase and, once completed, to print or save a digital copy.

By accessing the Website, the user unconditionally accepts the Website's terms of use and agrees to comply with them.

4. PROCEDURE FOR CONCLUDING THE ONLINE SALES CONTRACT

- **4.1** The publication and presentation of Ferro Products on the Website constitute an **invitation to submit a purchase proposal** (not a public offer) directed at users. Each Order submitted by the Customer constitutes a contractual proposal and is subject to the prior and explicit acceptance of these General Terms and Conditions of Sale.
- **4.2** Orders sent to the Seller must be **fully completed** and must contain all necessary information for accurately identifying the Customer, the Products ordered, and the delivery location.

Upon receipt of the Order, Ferro S.n.c. sends an email to the Customer at the provided email address confirming receipt, containing the Order details, including the type of Products requested and related costs, as well as the Customer's personal information and contact details.

All Orders are subject to the Seller's **acceptance**, which will provide a notification of acceptance or rejection of the Order within the shortest possible time. The Seller reserves the **right to refuse incomplete or improperly filled Orders** at its sole discretion.

- **4.3** The **Sales Contract between the Customer and the Seller** will be concluded only when the Seller **accepts the Customer's Order**. Therefore, the Seller's Offers should not be considered binding, especially regarding **quantity, prices, and delivery terms**.
 - **4.4** For any information regarding Orders, the Customer may send an email to info@ferrosport.it.
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5. ORDER CANCELLATION

- **5.1** The Seller reserves the right to cancel any Product purchase Order at its discretion, regardless of whether the Customer's credit card has been charged, in the event that:
 - A material error concerning the price or Ferro Products occurred at the time of publication on the Website.
 - The requested Product is no longer available.
 - **5.2** If the Order is canceled after payment has been made, the Seller will take the necessary steps to refund the Customer the full amount already paid (or may contact the Customer for further details regarding the refund).
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6. PRODUCT DELIVERY AND ACCEPTANCE

- **6.1** The Seller will deliver the Products ordered by the Customer via trusted couriers and/or shipping companies and/or its own staff, to the address indicated by the Customer when placing the online Order.
- **6.2** The Website indicates the availability of Products and their estimated delivery times; however, this information is purely indicative and not binding for the Seller.
- **6.3** The delivery of the Products is subject to the Customer's payment of the corresponding price.

- **6.4** The Seller undertakes to make every effort to meet the delivery times indicated on the Website and, in any case, to complete the delivery within a maximum of **30 (thirty) days** from the day following the Customer's Order submission.

In case of non-fulfillment of the Order by the Seller due to the temporary unavailability of the Product, the Seller will notify the Customer in writing (via the email address provided) and proceed with the refund of any sums already paid by the Customer for the Product.

If the Customer has chosen **bank transfer** as the payment method, the delivery period will start from the date on which the Seller receives the payment.

- **6.5** The shipment of Products ordered by the Customer will take place using the method selected by the Customer among those available and indicated on the Website at the time of the Order submission.

The Customer must promptly check that the delivery includes all and only the purchased Products and immediately notify the Seller of any defects or discrepancies compared to the Order.

If the Customer does not report any issues, the Products will be considered accepted.

If the package or wrapping of the ordered Products arrives **visibly damaged**, the Customer is advised to **refuse the delivery** or accept it **with a reservation**.

- **6.6** The fiscal documentation will be issued by the Company based on the information provided by the Customer at the time of Order placement.

7. PRICES, SHIPPING COSTS, TAXES, AND DUTIES

- **7.1** The prices of the Products, shipping costs, and payment terms are those indicated on the Website at the time of the online Order.
- **7.2** Unless otherwise stated, Product prices include **VAT** but **do not include customs duties, taxes, shipping, insurance, installation, user training, or after-sales service** (unless separately quoted).
- **7.3** The Customer must pay the total price as stated in the Order and Order Confirmation email sent by the Seller.
- **7.4** If the Products are to be delivered to a **non-European Union country**, the total price indicated in the Order **does not include** any applicable **customs duties or other sales taxes**, which the Customer agrees to pay in addition to the total price.

The Customer is responsible for obtaining information about any applicable **duties or taxes** in their country of residence or the destination country of the Products.

- **7.5** Any additional **costs, charges, taxes, and/or duties** applied by a country to the ordered Products under these General Terms of Sale shall be borne **exclusively by the Customer**.
- **7.6** The Customer acknowledges that **lack of awareness of the costs, charges, duties, taxes, and/or fees** mentioned in the previous paragraphs **does not constitute grounds for contract termination** and cannot justify any claim against Ferro S.n.c.
- **7.7** The prices of individual Products listed on the Website **replace and supersede previous prices**. The applicable prices are those indicated on the Website at the time of the Customer's Order submission and confirmed in the Seller's Order Confirmation email.
- **7.8** The **Seller reserves the right to modify prices at any time**, without prior notice. For Orders already placed but not yet delivered, the price applied will be the one in force at the time the Seller received the Order.

8. PRODUCT FEATURES AND AVAILABILITY

- **8.1** The Products are **not provided for trial purposes**. The Customer is responsible for choosing the Products and ensuring they meet their needs.
- **8.2** The images of the Products on the Website are purely **illustrative** and do not constitute a binding guarantee of technical features.
- **8.3** The Seller may make **technical modifications** to the Products at any time, which shall not constitute grounds for Customer complaints.
- **8.4** If an Order exceeds the available stock, the Company will accept the purchase only for the available Products and inform the Customer via email about the availability of the remaining items and estimated restocking time.

The Company will strive to meet the indicated restocking deadlines, but these times are **not binding**.

9. WARRANTY

- **9.1** The warranty applicable to the Products sold by the Company varies depending on whether the purchaser is a **Consumer** or a **Professional**, as defined in Article 1.
- **9.2** A **Consumer** who purchases a Product or Service for personal purposes is entitled to a **legal warranty of conformity**, as required under **Article 130 of the Consumer Code (Legislative Decree No. 206/2005)**.
- **9.3** The Seller is liable for **any conformity defects** of the Product **existing at the time of delivery**, provided such defects become apparent within **two years** from the delivery date. The Consumer must notify the defect **within two months** of discovering it.
- **9.4** By law, any conformity defect appearing **within six months** from the delivery of the Product is presumed to have existed at the time of delivery, unless proven otherwise.

10. LIMITATION OR EXCLUSION OF LIABILITY

- **10.1** Except where prohibited by law, neither party shall be liable for **indirect damages**, including but not limited to **loss of profit, missed opportunities, loss or damage of data**.
- **10.2** Warranty claims must be made **directly to the Seller** via **registered letter with acknowledgment of receipt (A.R.)**.
- **10.3** The warranty is void if the Customer or unauthorized persons carry out **repairs, modifications, or use the Products under conditions different from those for which they were designed or tested**.
- **10.4** The Seller is **not responsible** for any **service failures due to force majeure**, such as:
 - Government measures
 - Strikes
 - Issues with third-party suppliers
 - Circumstances beyond the Seller's control

11. CUSTOMER OBLIGATIONS

- **11.1** The Buyer agrees to pay the price of the purchased Product within the deadlines and using the methods indicated on the Website.
- **11.2** The Customer agrees to print and keep a copy of these General Terms and Conditions of Sale.
- **11.3** The information contained in the **General Terms and Conditions of Sale** and the **Privacy Policy (Regulation EU 679/2016)** must be read and accepted by the Customer before submitting an Order.
- **11.4** The acceptance of the **General Terms and Conditions of Sale** and the conditions regarding **Personal Data Processing** takes place by checking the designated box on the Website. If this step is not completed, the Order **cannot be processed**.

12. RIGHT OF WITHDRAWAL FOR THE CONSUMER

- **12.1** A Customer who has purchased as a **Consumer**, in accordance with the Consumer Code, has the right to **withdraw from the sales contract without any penalty and without giving a reason** within **14 (fourteen) days** from the date of Product delivery (hereinafter "Withdrawal Period").
- **12.2** To exercise the right of withdrawal, the Consumer must contact the Seller using the **contact details provided on the Website**, stating the **invoice details**. If the withdrawal is **partial**, the Consumer must also indicate the **code(s) of the Product(s) being returned**.

Within **48 hours** of notifying Customer Service, the Consumer must send a **signed written declaration** via **registered mail with acknowledgment of receipt (A.R.)** to the Seller, including:

- A clear statement of their decision to withdraw.
- All relevant Order and invoice details.
- **12.3** The withdrawal notification must be sent before the **Withdrawal Period** expires.
- **12.4** If the Consumer exercises the right of withdrawal, they must return the Products within **14 days** from the day they communicated their decision to withdraw from the contract. The Products must be returned to the Seller's **warehouse in San Martino Buon Albergo (VR), Via Nazionale No. 53**.
- **12.5** If the Consumer exercises their right of withdrawal, they will be refunded the amounts paid to the Seller, including

delivery costs (except for additional costs arising from a more expensive delivery method chosen by the Consumer).

The refund will be processed **without undue delay and within 14 days** of the withdrawal notification. The refund will be made using the **same payment method** used for the original transaction, unless the Consumer requests otherwise (in which case, additional costs may apply). The Seller reserves the right to **withhold the refund until the returned goods have been received** or until the Consumer provides proof of return.

- **12.6** The Consumer is **responsible for any depreciation** of the Products due to handling beyond what is necessary to establish their nature, characteristics, and functionality.

If the returned goods show **damage (e.g., wear, abrasion, scratches, deformation, etc.)**, **missing parts, accessories, labels, or packaging**, the refund amount will be reduced accordingly.

The Consumer is advised to use protective packaging to avoid damage during transport.

- **12.7** As stated in **Article 55 of Legislative Decree 206/2005**, the right of withdrawal **does not apply** to **custom-made or personalized goods**, and these products cannot be returned to the Seller.

13. ELECTRONIC PAYMENTS

- **13.1** The Customer expressly agrees that the Seller will begin executing the **Sales Contract** only **after receiving the payment** for the purchased Product(s).
- **13.2** Customers may make payments for online purchases using the payment methods available on the Website (**credit card, PayPal, bank transfer**).
- **13.3** At the time of Order completion, the Customer must specify their **chosen payment method**.
- **13.4** Payments through **PayPal** will be processed via **PayPal's secure website (www.paypal.com)**, where Customers can complete the payment transaction.
- **13.5** Payments via **credit card or other electronic methods** are carried out through a **secure connection** linked to the banking institution managing the Seller's payment system.

The Seller **does not store credit card data** and is **not responsible for fraudulent use** of the Customer's payment information.

- **13.6** The Seller will promptly send the **fiscal receipt** electronically to the Customer's email address (if required by law) or provide it in paper format upon delivery.

14. INTELLECTUAL PROPERTY RIGHTS

- **14.1** The Customer acknowledges that all **trademarks, names, logos, domain names, images, photographs, texts, and any other content used on the Website** are the **exclusive property** of the Seller and/or its licensors.

Accessing the Website or purchasing Products does **not grant the Customer any rights** over these assets.

- **14.2** The content of the Website **may not be reproduced, transferred, modified, or used for commercial purposes** without prior **written authorization** from the Seller.
- **14.3** Any **alteration, removal, or unauthorized use** of the Seller's trademarks or intellectual property will be considered a **breach of contract** and may be subject to legal action.

15. APPLICABLE LAW AND JURISDICTION

- **15.1** These General Terms and Conditions of Sale and all related Sales Contracts are governed by **Italian law**.
- **15.2** Any dispute between a **Consumer** and the Seller regarding the interpretation, validity, or execution of these **General Terms and Conditions of Sale** and related **Sales Contracts** shall fall under the jurisdiction of **the court where the Consumer resides or is domiciled**.
- **15.3** In all other cases (e.g., when the Buyer is a **Professional**), any disputes shall be **exclusively subject to the jurisdiction of the Court of Verona (Italy)**.
- **15.4** Any issues **not expressly covered** in these terms will be subject to the **applicable laws in force** at the time of the Online

Sales Contract's conclusion.

16. FINAL PROVISIONS

- **16.1** If any provision of these General Terms and Conditions of Sale is found to be **invalid or unenforceable**, the remaining provisions shall remain **fully valid and enforceable**.

Any invalid clause will be replaced with a valid one that **best reflects the original intent** and **economic objectives** of the parties.

- **16.2** These General Terms and Conditions of Sale are available in **both Italian and English**. In case of any **interpretation conflicts**, the **Italian version shall prevail**.
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17. CUSTOMER DATA AND PRIVACY PROTECTION

- **17.1** To **register, place an Order, and complete a Sales Contract**, the Website requires certain **personal data** from the Customer.

The Customer acknowledges that their personal data will be **recorded and processed** by the Seller in accordance with **EU Regulation 679/2016 (General Data Protection Regulation - GDPR)** and **Legislative Decree 101/2018**.

- **17.2** The Customer guarantees that the personal data provided is **accurate and truthful**.
- **17.3** The Customer may update or modify their personal data at any time by sending an email to the address provided on the Website's **Contact Page**.
- **17.4** For more information about **how personal data is handled**, the Customer should consult the Website's **Privacy Policy** and carefully read the **Terms of Use**.