

## GENERAL TERMS AND CONDITIONS

The following terms and conditions govern all online offers, sales and purchases of products through the website(s) currently located at <https://kronaby.com> (together with any successor site(s), the "**Site**"). These terms hereby incorporate the terms and conditions of the <https://kronaby.com/privacy-policy> applicable to the Site.

Before to place an order on the Site, you are required to read and accept the content of these General Terms and Conditions.

### 1 DEFINITIONS

1.1 The following terms and expressions shall have the following meanings:

- a. 'consumer' means any natural person who is acting wholly or mainly for purposes which are outside his trade, business, craft or profession;
- b. 'day' means a calendar day;
- c. 'durable medium' means any instrument which enables you or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- d. 'digital content' means data which are produced and supplied in digital form;
- e. 'General Terms and Conditions' mean this document;
- f. 'product(s)' means the men and lady analogue watches, with smart functionalities and related accessories listed and described on the Site which Trader agrees to provide to you in accordance with these General Terms and Conditions;

## **2 IDENTITY**

- 2.1 Products sold through the Site are sold/provided to you by ModusLink BV ("**Trader**" or "**us**").

Trader's contact information is as follows:

ModusLink B.V.

Wapenrustlaan 11-31

Apeldoorn

Netherlands

VAT: IT00104869995

Chamber of Commerce: 08055138 in Apeldoorn, Netherlands.

For Complaints please contact:

ModusLink B.V.

Wapenrustlaan 11-31

Apeldoorn

Netherlands

<https://kronaby.com/contact-us>

## **3 APPLICABILITY**

- 3.1 These General Terms and Conditions apply to every offer of Trader and every contract concluded between Trader and you.

## **4 ORDERING AND CONTRACTING**

- 4.1 When you visit the Site, place an order, or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us when needed to perform the contract and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights related to electronic communications.
- 4.2 Before to place an order you must expressly accept these General Terms and Conditions and you represent and warrant that you are eighteen (18) years of age or older and have the legal right to use the payment means

selected by you. Verification of information provided by you may be required prior to the confirmation or acceptance of an order or completion of any purchase. You will have an opportunity to review your order, and to correct any input errors, prior to submitting your order to us.

- 4.3 Before to place an order you will find on the Site the mandatory information provided for by art. 49 of the Legislative Decree no 206/2005 (the "Consumer Code").
- 4.4 After receipt of your order confirmation we will send to you, without undue delay, an acknowledgement of receipt by email together with the confirmation to you that we have shipped the product to you. Note that we only deliver products to your Italian address and we do not deliver products to other countries. We will inform you by email if, to due circumstances not within the Trader's reasonable control, a product you ordered is unavailable or if we will be unable to ship a product within the estimated delivery dates.
- 4.5 All relevant sales information shall form an integral part of the contract and shall not be altered unless we have expressly agreed otherwise.

## **5 WITHDRAWAL**

- 5.1 Save where you do not have a right of withdrawal as per clause 5.7, as a consumer, you have a period of 14 days to withdraw from the contract, without giving any reason, and without incurring any costs other than those provided for in this clause 5. The withdrawal period will expire after 14 days from:
  - a. in case of sales contracts for products, the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the products, or:
    - i. in the case of multiple products ordered by you in one order and delivered separately: the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the last product;
    - ii. in the case of a contract relating to delivery of a product consisting of multiple lots or pieces: the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the last lot or piece;

- iii. in the case of a contract for regular delivery of products during a defined period of time: on the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the first product.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or using contact details provided to you as per clause 2.1). You may use the attached model withdrawal form, but it is not obligatory. You may also electronically submit the model withdrawal form or any other unequivocal statement via <https://kronaby.com/contact-us>, in which case we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium without delay. For most efficient processing of your withdrawal we suggest that you contact our Customer Care via <https://kronaby.com/contact-us> for further detailed instructions. You shall have exercised your right of withdrawal within the withdrawal period if the communication concerning the exercise of the right of withdrawal is sent by you before that period has expired. The exercise of the right of withdrawal shall terminate the obligations of the parties to perform the contract. If you exercise your right of withdrawal, any ancillary contracts shall be automatically terminated.

- 5.2 If you withdraw from the contract, we shall reimburse to you all payments received from you, including, if applicable, the costs of delivery (with the exception of the supplementary costs if you have expressly opted for a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to withdraw from this contract in accordance with clause 5.2. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise and provided you do not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the products back or until you have supplied evidence of having sent back the products, whichever is the earliest.
- 5.3 You shall send back the products to ModusLink B.V., Smakterweg 100, 5804 AM Venray, Netherlands or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you have communicated your decision to withdraw from the contract to us in accordance with clause 5.2. The deadline is met if you send back the products before the period of 14 days has expired. In consideration of risk of loss or damage of products as implied under clause 6.6, we recommend

that you use a carrier that allows tracking and monitoring of delivery status for your returns. For most efficient processing of your return we suggest that you contact us at the telephone number indicated to obtain a return merchandize authorization (RMA) number prior to returning your product.

5.4 You shall only bear the direct cost of returning the products. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.

5.5 In the following situations you do not have a right of withdrawal:

- a. the supply of products for which the price is dependent on fluctuations in the financial market which cannot be controlled by us and which may occur within the withdrawal period;
- b. the supply of products made to your specifications or clearly personalized;
- c. the supply of products which are liable to deteriorate or expire rapidly;
- d. the supply of sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- e. the supply of products which are, after delivery, according to their nature, inseparably mixed with other items; and
- f. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

5.6 The burden of proof of exercising the right of withdrawal in accordance with this clause shall be on you. Except as provided for in this clause 5, you shall not incur any liability as a consequence of the exercise of the right of withdrawal.

## **6 DELIVERY AND EXECUTION**

6.1 Unless we have agreed otherwise on the time of delivery, we shall deliver the products by transferring the physical possession or control of the products to you without undue delay, but not later than 30 days from the conclusion of the contract.

6.2 Where we have failed to fulfil our obligation to deliver the products at the time agreed upon with you or within the time limit set out in clause 6.1, you shall call upon us to make the delivery and/or commencement within

an additional period of time appropriate to the circumstances. If we fail to deliver the products within that additional period of time, you shall be entitled to terminate the contract. The above shall not be applicable to sales contracts or where delivery or commencement within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract or where you inform us, prior to the conclusion of the contract, that delivery by or on a specified date is essential. In those cases, if we fail to deliver the products at the time agreed upon with you or within the time limit set out in clause 6.1, you shall be entitled to terminate the contract immediately.

- 6.3 Upon termination of the contract [in accordance with clause 6.2], we shall, without undue delay, reimburse all sums paid under the contract.
- 6.4 In addition to the termination of the contract in accordance with clause 6.2, you may have recourse to other remedies provided for by national law.
- 6.5 Orders are shipped on weekdays (Monday through Friday), except for applicable national holidays in the Netherlands. If any products in your shopping cart indicate “Pre-Order“ as the status, your entire order will be delayed until all of the items in your order are in stock. You will receive a shipment confirmation e-mail with carrier tracking information on the day that your order ships from our warehouse. When an order is placed, it will be shipped to the shipping address designated by you as long as that shipping address is complete and compliant with the shipping restrictions contained on the Site. All shipments are made by an independent third party carrier indicated on the Site. Shipping dates on the Site are estimates and are not binding. We will inform you by email upon shipment of a product. In case of conflict between this clause 6.5 and another part of clause 6, that other part shall prevail.
- 6.6 Subject to clause 6.8, the title, risk of loss of or damage to the products shall pass to you when you or a third party indicated by you and other than the carrier has acquired the physical possession of the products.
- 6.7 Our standard shipping charges are based on the total value and/or size and/or weight of merchandise shipped in a single shipment and the shipping address. Charges for expedited delivery, if applicable, are in addition to the standard shipping charge. Standard and expedited shipping charges will be displayed on the Site before you place your order.
- 6.8 Title to all products pass to you when we have received final payment in

full.

## **7 PRICE AND PAYMENT**

7.1 The prices displayed on the Site are the total prices quoted in the applicable currency based on the location you have selected, inclusive of taxes, or where the nature of the products is such that the price cannot reasonably be calculated in advance, the Site shall display the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable.

7.2 In the event of a pricing error on an item that you have ordered, we will notify you and await your approval of the corrected price before continuing to process your order. Your credit card or other payment instrument will be billed by Trader and the charge may appear on your statement as “Kronaby via ModusLink”. If you do not wish to proceed, we will promptly refund any amounts previously billed.

## **8 WARRANTY**

### **8.1 If you act as a consumer:**

Subject to the limitations set forth in these terms and conditions and in the warranty information in the <https://kronaby.com/quick-guide>, we warrant that for a period of two (2) years as from delivery of the product, the product will be in compliance with the contract, the manufacturer’s specifications and warranty terms supplied with the product, the reasonable requirements of usability and/or reliability, and the existing provisions of the applicable laws and / or governmental regulations on the date the contract was entered into.

### **8.2 STATUTORY SELLER WARRANTY FOR CONSUMERS**

**If you act as a consumer**, as defined in Article 3 of the Consumer Code, you are entitled to obtain the statutory seller warranty ("Statutory Warranty") provided under the Consumer Code in case of any non-conformity defect in your product purchased on the Site.

Under the Statutory Warranty you are entitled to obtain from the seller free of charge repair or replacement of the products presenting a defect of conformity, without prejudice to any other remedies provided by law.

The Legal Warranty shall be effective for a maximum period of 24 (twenty-four) months after product delivery and in order to request the remedies provided by the Statutory Warranty, you shall notify the Trader of any conformity defects found in the product, within 2 (two) months after discovery.

After this period, Traders shall not be liable for any conformity defects identified by you.

In order to obtain warranty coverage, please be sure to show your proof of purchase.

For more details as to your rights under Statutory Warranty please see <https://kronaby.com/legal>.

In the event of a defect, please contact our Customer Care via <https://kronaby.com/contact-us>.

### 8.3 COMMERCIAL WARRANTY FOR NON CONSUMER

**If you are non consumer**, our sole obligation under the warranty at this clause 8.2 will be at our option to repair or replace the product, subject further to the limitations set forth in these terms and conditions and in the warranty information in the <https://kronaby.com/qick-guide>, if you notify any conformity defects found in the Product, within 8 (eight) days after discovery and in any case no later than 12 (twelve) months after product delivery.

TO THE EXTENT PERMITTED BY LAW ALL IMPLIED WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY AT CLAUSE [8.1]. TRADER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL TRADER BE LIABLE FOR ANY LOSS OF DATA, REVENUE OR PROFIT, OR FOR ANY DAMAGES, LOSS OF BUSINESS AND REPUTATION, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF TRADER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRADER'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. IN NO EVENT WILL TRADER BE LIABLE FOR ANY LOSSES OR DAMAGE INCURRED BY ANY BUSINESS, TRADE, CRAFT OR



PROFESSION CARRIED ON BY YOU OR ANY OTHER PERSON USING PRODUCTS PURCHASED UNDER THESE TERMS.

Warranty returns are limited to each product's individual warranty as defined in this clause. If you experience a problem with your Kronaby product, we suggest you first contact our Customer Care via <https://kronaby.com/customer-care>.

## **9 LIABILITY**

- 9.1 Unless provided otherwise in these General Terms and Conditions, we are not liable (for damages or otherwise) in connection with these General Terms and Conditions and any orders, products, or purchases except (a) to the extent damages arise from our or our representatives' or agents' intentional or grossly negligent conduct, (b) for death or personal injury or damage to property caused by our defective products, (c) for death or personal injury caused by our or our representatives' or agents' negligence, or (d) to the extent our liability cannot validly be excluded under applicable law.
- 9.2 **If you are a consumer**, subject to [clause 9.1], we are only liable for losses, including any loss of data, that are a natural, foreseeable consequence of our breach or defective performance of these General Terms and Conditions. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. The foregoing does not affect your non-excludable statutory rights and only applies to the extent permitted by the applicable law.

## **10 PERSONAL INFORMATION AND YOUR PRIVACY AND EXPORT CONTROL**

- 10.1 We comply with all data protection laws and will use data which could be used to identify you personally ("Personal data") only as set out in the Privacy Policy – <https://kronaby.com/privacy-policy>.
- 10.2 Please note that products, which may include technology and software, are subject to E.U. export laws as well as the laws of the country where they are delivered or used. You agree to abide by these laws. Under these laws, product(s) may not be sold, leased, or transferred to restricted countries, restricted end-users, or for restricted end-uses.

## **11 ASSIGNMENT**

- 11.1 If you are not a consumer, the contract formed under these General Terms and Conditions is personal to you and you are not permitted to assign or transfer it to any other person without the Trader's prior written consent. The Trader has the right to assign the contract in full or in part to any company or entity for business reasons provided this would not serve to reduce the statutory guarantee rights and others rights provided by applicable law and thereof in favour of the consumers.

## **12 APPLICABLE LAW AND EXCLUSIVE JURISDICTION**

- 12.1 If you are a consumer: These General Terms and Conditions and your purchases are governed by the laws of Italy without regard to conflict of laws principles. You submit to the exclusive jurisdiction of the courts of the place of your residence or domicile, if these are within the territory of Italy. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. You have also the right to activate a procedure of online alternative dispute resolution at: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=IT>
- 12.2 In Any case the rights you have under these General Terms and Conditions are in addition to and do not affect the statutory rights and remedies you have under applicable consumer protection law. In the event of conflict between these General Terms and Conditions and applicable consumer protection law, your statutory rights under applicable consumer protection law shall prevail.
- 12.3 If you are not a consumer: notwithstanding anything to the contrary in the Terms of Use, these General Terms and Conditions and your purchases are governed by Dutch laws, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute arising from or in connection with the These General Terms and Conditions and your purchases shall be submitted to the exclusive jurisdiction of the competent court in the Netherlands.

## **13 OTHER**

- 13.1 We comply with all laws related to environment and waste treatment.

Please refer to <https://kronaby.com/WEEE> for more info.

## **ANNEX**

### **WITHDRAWAL FORM**

Please complete and return this form only if you wish to withdraw from the contract

— To

ModusLink B.V.  
Wapenrustlaan 11-31  
Apeldoorn  
Netherlands

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following products (\*),

— Ordered on (\*)/received on (\*):

— Order number (if available):

— Your name:

— Your address:

— Your signature (only if this form is notified on paper):

— Date:

(\* Delete as appropriate.

## ANNEX TO THE GENERAL TERMS AND CONDITIONS

### ITALY

The following annex is part of the general terms and conditions that govern all online offers, sales and purchases through the website(s) currently located at <https://kronaby.com> (together with any successor site(s), the "Site").

#### 14 DEFINITIONS

14.1 The following terms and expressions shall have the following meaning:

- a. **WEEE Directive:** means Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment;
- b. **WEEE or waste electrical and electronic equipment:** means waste electrical or electronic equipment as defined in article 3 (1)(e), being "waste within the meaning of Article 3(1) of Directive 2008/98/EC, including all components, sub-assemblies and consumables which are part of the product at the time of discarding", as implemented under Italian law in Article 4, paragraph 1, lett. e) of Legislative Decree No. 49/2014;
- c. **EEE or electrical and electronic equipment:** means electrical or electronic equipment as defined in article 3 (1)(a) of the WEEE Directive, being "equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields and designed for use with a voltage rating not exceeding 1 000 volts for alternating current and 1 500 volts for direct current", as implemented under Italian law in Article 4, paragraph 1, lett. a) of Legislative Decree No. 49/2014;
- d. **Household WEEE:** means WEEE from private households as defined in Article 3(1)(h) of the WEEE Directive being "the WEEE from private households and the WEEE which comes from commercial, industrial, institutional and other sources which, because of its nature and quantity, is similar to that from private households. Waste from EEE likely to be used by both private households and users other than private households shall in any event be considered to be WEEE from private households; are qualified as

professional WEEE the other WEEE, as implemented under Italian law in Article 4, paragraph 1, lett. l) of Legislative Decree No. 49/2014”

- e. **Producer:** means any natural or legal person as defined in article 3 (1)(f) of the WEEE Directive as implemented under Italian law in Article 4, paragraph 1, lett. g) of Legislative Decree No. 49/2014: i.e. ML Client;
- f. **Distributor:** means any natural or legal person as defined in article 3 (1)(g) of the WEEE Directive as implemented under Italian law in Article 4, paragraph 1, lett. h) of Legislative Decree No. 49/2014, being: "any natural or legal person in the supply chain, who makes an EEE available on the market."
- g. Italian WEEE regulations means national regulations provided for by Legislative Decree No. 49/2014 implementing WEEE Directive in Italian legal framework;

## 15 SCOPE OF INFORMATION REQUIREMENTS

15.1 The information set out below applies to EEE as follows:

- a. from 12 April 2014 to 14 August 2018 to EEE falling within the categories set out in Annex I of the WEEE Directive as implemented under Italian law in Annex 1 of Legislative Decree No. 49/2014. Annex II of the WEEE Directive contains an indicative list of EEE which falls within the categories set out in Annex I. This includes amongst others:
  - 1. Large household appliances;
  - 2. Small household appliances;
  - 3. IT and telecommunications equipment;
  - 4. Consumer equipment and photovoltaic panels
  - 5. Lighting equipment;
  - 6. Electrical and electronic tools (except large-scale fixed industrial tools);
  - 7. Toys, leisure and sports equipment;
  - 8. - Medical devices (with the exception of implanted or infected products).

- b. from 15 August 2018 to all EEE, unless excluded in article 2 (3) of the WEEE Directive as implemented under Italian law in Article 2, paragraph 1, lett. b) of Legislative Decree No. 49/2014.

## 16 INFORMATION FOR USER OF THE EEE

16.1 Pursuant to Art. 26 of Legislative Decree No. 49/2014 the producer and the distributor are required to take all the appropriate measures to inform the household EEE users about:

- a. the requirement not to dispose of WEEE as unsorted municipal waste and to collect such WEEE separately;
- b. the return and collection systems available to users, as well as the possibility and the modality to deliver the WEEE during the purchase of the new EEE according to Art. 11, paragraph 1 of Legislative Decree No. 49/2014;
- c. the potential effects on the environment and human health as a result of the presence of hazardous substances in EEE
- d. the role of the user in contributing to re-use, recycling and other forms of recovery of WEEE;
- e. the crossed-out wheeled bin symbol and its meaning:



- 16.2 Pursuant to Art. 11, paragraph 1, of Legislative Decree no. 49/14, producer and distributor offer a free service for the collection of the Household WEEE to the user who purchases an Household EEE provided that the Household WEEE has the same function as the purchased one.
- 16.3 Under Art. 22, paragraph 2, of Legislative Decree no. 49/14, distributors are required to clearly indicate (i) the take-back points where end-users can return their EEE free-of-charge; and (ii) the available options to return the EEE free-of-charge as if they were marketed in store shops. NOTE: Failing to provide this information shall cause the nullity of the sale agreement, and the end-user should be fully reimbursed. In our experience, regulators use to consider that all distance selling operators (and not only distributors) are required to provide this information and to ensure the relative implementation so to have an effective take-back on a one-for-one basis.



## STATUTORY SELLER WARRANTY

All the products sold on this website are covered by the seller statutory warranty pursuant to the Consumer Code (Lgs. Decree 206/2005).

Under articles 128-135 of the Legislative Decree n. 206 of 6 September 2005 (Consumer Code), Italian consumers are entitled to obtain from the seller free of charge repair or replacement of the products presenting a defect of conformity within 24 months of the product's delivery. Consumers must report the defect within two months of its discovery

This page contain:

- a very detailed "**EXPLANATORY NOTE ON THE CONDITIONS FOR REQUESTING/OBTAINING REMEDIES PURSUANT TO THE LEGAL GUARANTEE**" describing in simple terms what consumers should do to seek and obtain the remedies provided by the statutory warranty discipline, and
- The full text of articles from 128 to 135 of Legislative Decree No. 206 of 6 September 2005;

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### **EXPLANATORY NOTE ON THE CONDITIONS FOR REQUESTING/OBTAINING REMEDIES PURSUANT TO THE LEGAL GUARANTEE**

#### **Who is entitled to request the application of the legal guarantee pursuant to the Consumer Code?**

Consumers only, i.e., physical persons who purchase the product for uses other than business, entrepreneurialism or professional activities may benefit from the legal guarantee. The legal guarantee does not apply if the invoice includes the VAT identification code of a business or professional.

#### **How/when can the application of the legal guarantee's remedies be requested?**

Pursuant to the Consumer Code, consumers may ask the retailer of the product to apply the legal guarantee's remedies for defects of conformity that existed at the time of delivery and that are discovered within 24 months of the product's delivery. Consumers must report the defect within two months of its discovery.

Consumers may ask for the legal guarantee's remedies to be applied as long as they can present proof of purchase (e.g., fiscal receipt/receipt) for the product. It is always essential, in other words, to save the receipt for the

purchased product.

**What is a defect of conformity?**

Pursuant to art. 129 of the Consumer Code, a product has a defect of conformity if it is unfit for the uses that products of this type typically serve, if it fails to correspond to the retailer's description in terms of quality or services, or if it fails to present the qualities and typical services of products of the same type that consumers might reasonably expect given the nature of the product.

**What can I do if a product I purchased through the website has a defect?**

If a consumer discovers a defect of conformity in a product that was purchased through the website, he or she may contact our Customer Care – <https://kronaby.com/contact-us>. Our Customer Care will help the consumer verify the existence of the conditions defined in the Consumer Code.

If it is established that the conditions defined in the Consumer Code do indeed exist, the consumer may ask Seller to arrange for the repair or replacement of the product at no expense, unless circumstances exist that make the requested remedy objectively impossible or excessively onerous in relation to the value of the product, the nature of the defect of conformity and the possibility of proposing an alternative remedy without considerable inconveniences for the consumer.

Should the repair or replacement of the product be deemed impossible or excessively onerous, or deemed to require too much time or excessive inconvenience for the consumer, then the latter is entitled to a full or partial refund of the purchase price upon restitution of the product.

**Note:** the preceding instructions and remedies only apply to products purchased through the website.

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**THE FULL TEXT OF ARTICLES FROM 128 TO 135 OF LEGISLATIVE DECREE NO. 206 OF 6 SEPTEMBER 2005**

*TITLE III*

*Legal guarantee of conformity and commercial guarantees for consumer goods*

**CHAPTER I**

*Sale of consumer goods*

**Article 128**

*Scope of application and definitions*

1. This Chapter covers certain aspects of sales contracts and guarantees for consumer goods. For such purposes, sales contracts are equated to barter and supply contracts as well as tender contracts and all other contracts intended to supply consumer goods to be manufactured or produced.

2. The following definitions are used for the purposes of this Chapter:

a) consumer goods: any movable item, even those awaiting assembly, with the exception of:

- 1) goods sold by way of execution or otherwise by the courts, including those sold by the authority of notaries public;
- 2) water and gas where they are not put up for sale in a limited volume or set quantity;
- 3) electricity;

b) vendor: any natural or legal, public or private person who, in the course of his trade, business or profession, avails himself of a contract pursuant to paragraph 1;

c) further conventional guarantee: any undertaking by a vendor or producer to the consumer, given without extra charge, to refund the price paid or to replace, repair or otherwise involve consumer goods in any way if they do not meet the specifications set out in the guarantee statement or in the relevant advertising;

d) repair: in the event of lack of conformity, bringing consumer goods into conformity with the contract of sale;

3. The provisions of this Chapter shall apply to the sale of second-hand consumer goods taking into account the period of past use, limited to defects not deriving from normal use of the item.

**Article 129**

*Conformity with the contract*

1. The vendor shall be required to deliver goods to the consumer, in conformity with the contract of sale.

2. Consumer goods shall be presumed to be in conformity with the contract if, where appropriate, the following circumstances exist:

- a) they are fit for the purposes for which goods of the same type are normally used;
- b) they comply with the description given by the vendor and have the qualities of goods which the vendor has presented to the consumer as a sample or model;
- c) they show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods

and taking into account any public statements on the specific characteristics of the goods made about them by the vendor, the producer or his representative, particularly in advertising or on labelling;

d) they are fit for any particular purpose for which the consumer requires them and which he made known to the vendor at the time of conclusion of the contract and which the vendor has accepted, also implicitly.

3. There shall be deemed not to be a lack of conformity if, at the time the contract was concluded, the consumer was aware, or could not reasonably be unaware of, the lack of conformity, or if the lack of conformity has its origin in materials or instructions supplied by the consumer.

4. The vendor shall not be bound by the public statements pursuant to paragraph 2 (c) when he can prove one of the following:

a) he was not, and could not reasonably have been, aware of the statement in question;

b) by the time of conclusion of the contract the statement had been suitably corrected in such a way that it could have been known to the consumer;

c) the decision to buy the consumer goods was not influenced by the statement.

5. Any lack of conformity resulting from incorrect installation of the consumer goods shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the contract of sale of the goods and the goods were installed by the vendor or under his responsibility.

6. This shall apply equally if the product, intended to be installed by the consumer, is installed by the consumer and the incorrect installation is due to a shortcoming in the installation instructions.

### **Article 130**

#### *Consumers' rights*

1. The vendor shall be liable to the consumer for any lack of conformity which exists at the time the goods were delivered.

2. In the case of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity free of charge by repair or replacement, in accordance with paragraphs 3, 4, 5, and 6, or to have an appropriate reduction made in the price or the contract cancelled with regard to those goods, in accordance with paragraphs 7, 8 and 9.

3. At his discretion, the consumer may request the vendor to repair or replace the goods, free of charge in either case, unless the remedy requested is impossible or disproportionate.

4. For the purposes of paragraph 3, one of the two remedies shall be considered disproportionate if it imposes expenses on the vendor which, in comparison with the other remedy, are unreasonable, taking into account:

a) the value the goods would have if there were no lack of conformity;

b) the significance of the lack of conformity;

- c) whether the alternative remedy could be completed without significant inconvenience to the consumer.
5. The repairs or replacements shall be completed by a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer purchased the goods.
6. The costs referred to in paragraphs 2 and 3 refer to costs that are essential to make the goods conform, in particular with reference to the expenses incurred for delivery, labour and materials.
7. At his discretion, the consumer may require an appropriate reduction of the price or have the contract cancelled in one of the following situations:
- a) repair or replacement are impossible or disproportionate;
  - b) if the vendor has not repaired or replaced the goods by a reasonable time pursuant to paragraph 5;
  - c) the replacement or repair carried out previously caused significant inconvenience to the consumer.
8. When determining the amount of the reduction or the sum to be refunded the use of the goods is taken into account.
9. After reporting the lack of conformity, the vendor may offer the consumer any other available remedy, with the following consequences:
- a) if the consumer has already requested a specific remedy the vendor is bound to implement it, with the necessary consequences in relation to the running of the reasonable time pursuant to paragraph 5, unless the consumer accepts an alternative remedy;
  - b) if the consumer has not already requested a specific remedy the consumer shall accept the offer or reject it by choosing another remedy pursuant to this Article.
10. If the non-conformity is of only minor importance, for which it is impossible or disproportionate to complete the remedies of repair or replacement, the consumer shall not be entitled to cancel the contract.

### **Article 131**

#### *Right of recovery*

1. Where the final vendor is liable to the consumer because of a lack of conformity arising from an act or omission by the producer, a previous vendor in the same chain of contracts or any other intermediary, the final vendor shall be entitled to recover, unless agreed otherwise or unless such right is waived, against the person or persons liable in the chain of contracts.
2. If the final vendor has fulfilled the remedies required by the consumer, he may seek right of recovery from the party or parties responsible to obtain a refund of the sum given, by one year from completing the performance.

### **Article 132**

#### *Time limits*

1. The vendor shall be held liable under Article 130 where the lack of conformity becomes apparent by two years after delivery of the goods.

2. The consumer shall lose the rights provided for by Article 130 (2) if he does not report to the vendor the lack of conformity by no later than two months after the date on which he discovered it. This reporting shall not be required if the vendor has acknowledged the existence of the lack of conformity, or has concealed it.
3. Except where proven otherwise, it shall be assumed that the defects arising by six months after the delivery of goods already existed on that date, unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity.
4. Proceedings intended to enforce the lack of conformity not fraudulently hidden by the vendor shall in any event expiry after twenty-six months from delivery of the goods. Consumers who have been summoned to perform the contract may in any event enforce their rights pursuant to Article 130 (2), provided that the lack of conformity was notified by no later than two months after the discovery thereof, and prior to the expiry of the period referred to above.

### **Article 133**

#### *Conventional guarantee*

1. The conventional guarantee binds the subject offering under the conditions indicated in the declaration of guarantee or the relative advertising.
2. The subject offering shall ensure that the guarantee states at least:
  - a) that the consumer is entitled to the legal rights pursuant to this paragraph, and that the guarantee shall not affect such rights;
  - b) in plain, intelligible language the contents of the guarantee and the essential details necessary for making claims under the guarantee, including the duration and territorial scope of the guarantee and the name and address of the guarantor.
3. At the request of the consumer, the guarantee shall be made available in writing or on another durable means available and accessible to him.
4. The guarantee shall be drafted in Italian in print no smaller than the print for any other languages.
5. Should a guarantee infringe the requirements of paragraphs 2, 3, and 4, the validity of this guarantee shall in no way be affected, and the consumer may still avail himself of the guarantee and require it to be honored.

### **Article 134**

#### *Binding nature of provisions*

1. Any contractual term or agreement concluded with the vendor before the lack of conformity is brought to the vendor's attention which directly or indirectly waives or restricts the rights resulting from this paragraph shall be null. Nullity shall only be enforced by the consumer and shall also be established by the courts.
2. In the case of second-hand goods, the vendor and consumer may limit the duration of liability pursuant to Article 132 (1) to a period of time of no less than one year.
3. Any contractual term that provides for the legislation of a non-EU country to be

applied to the contract which has the effect of depriving the consumer of the protection granted under this paragraph, if the contract has a close link with an EU Member State, shall be null.

**Article 135**

*Protection provided by other provisions*

1. Consumers' rights under other statutory instruments shall not be limited or excluded by the provisions of this Chapter.
2. In all matters not covered by this Title, the provisions of the Civil Code in relation to sales contracts shall apply.