

General Conditions

1. Preliminary remarks and effect of the General Conditions

The following general conditions of sale (from now on “General Conditions”) are meant to regulate the purchase of products and services carried out at a distance in the Internet through the site www.foodelux.it (from now on the “Site”) according to the Italian law.

The seller of the products and owner of the Site is: Foodelux s.r.l. with legal seat in Viale Monte San Michele 3, 42121 Reggio Emilia (RE), C.F/ P.I. and registration to the Company Register of Reggio Emilia n. IT 02534470352, REA: RE - 290347 – mail address: info@foodelux.it (from now on “Foodelux”).

Before passing an order the consumer who accesses the Site to buy goods (from now on “Customer”) is supposed to carefully read the following General Conditions which are available on the Site and which can be checked at any moment by the Customer, thanks also to the link provided in the email confirming each order to allow its reproduction and storage.

The contracts concluded with Foodelux through the Site are regulated by the following General Conditions according to the Italian law. The language available to conclude the contract is Italian.

2. How to choose and order the Products

The characteristics and the price of the different products sold in the Site (from now on “Product” or “Products”) can be found in the page describing each Product.

To buy the Products the Customer will have to fill in and send the electronic order form, following the instructions given in the Site. The Customer will have to add the Product to the “Trolley” and, after reading and accepting the General Conditions and the Privacy Policy, he will have to fill in the shipping and invoicing data, select the method of payment and confirm the order.

When the Customer sends the order from the Site, which is considered as a contractual proposal, he/she acknowledges to have examined all the specifications supplied during the purchase and accepts the General Conditions and method of payment.

The contract drawn up between Foodelux and the Customer will be concluded with the acceptance of the order by Foodelux. The acceptance of the order will be sent to the Customer by an email confirming the order and mentioning the General Conditions, the number of the order, the list of the Products ordered and their essential characteristics, the total price, including the shipping costs and other possible additional expenses.

The Customer will check the confirmation email and in case of a mistake he will have 6 hours since the receipt of the email to contact directly the Customer Service by mail at the addresses listed in the page of Contacts or on the phone +39.0522.1841710. After this term the order will be processed for the shipment and no changes will be accepted, without prejudice to the rights of the

Customer detailed in article 7.

Once the order is received, Foodelux will check the availability of the stock to fulfill the order. If one or more Products are not available, the Food Specialist of Foodelux will immediately send an email to the Customer, who can answer to confirm the shipment of the further available Products or cancel it within the following 6 hours. If no answer is sent within that term, the order will be considered as confirmed and the available Products will be arranged for shipment. In that case the whole amount of the missing Products will be cancelled or, depending on the method of payment selected, it will not be charged to Customer.

3. Information about the Products

The information and the characteristics of the Products are available on the Site with the respective Product codes.

If available, the visual representation of the Products on the Site normally corresponds to the photograph accompanying the descriptive card. It is understood that the picture of the Products is meant to show them for the sale and may not be perfectly representative of their characteristics and qualities, but could differ in color and size. In the case of a difference between the picture and the Product card the code EAN will be applied.

4. Prices and shipments

The prices of the Products are net of the Italian VAT, which will be added only in the case of purchases by private Customers, even if living abroad. All prices are quoted in Euro.

Shipments in Italy:

All over Italy the shipping charges will be borne by the Customer. The order will be delivered EXW (EXW – Incoterms 2010) and the detailed cost of transport will be added with the Customer's explicit consent.

Shipments abroad:

For orders larger than 100 Kg and worth more than 500 € shipment is free all over the European Union except for the Islands (for England only London is included). The shipping charges will be debited only on orders smaller than 100 Kg and worth less than 500 € and will vary depending on the country of destination; the order will be delivered EXW (EXW – Incoterms 2010) and the detailed cost of transport will be added with the Customer's explicit consent. The Customer will be informed about these expenses after the checkout, off line, before the execution of the order.

5. Methods of payment and invoicing

The Customer can effect the payment of the Products and the related delivery costs either online

by credit card or offline by bank transfer, letter of Credit or by other methods agreed upon with the Food Specialist.

To guarantee the utmost security, the Customer will effect payment directly through the safe server of the bank.

The Site does not store the number of the Customer's credit card. The credit institution we refer to uses the SSL protocol to encrypt the data exchanged between its server and the Customer's browser.

Payment offline by bank transfer

The Customer will have to make the bank transfer within 24 hours from the date of the order and send the copy to Foodelux showing the CRO number. If this procedure is not respected the order will be cancelled and the goods will be available for purchasing by other Customers. The Customer who has not arranged for the bank transfer may be contacted by the Customer Service to understand if the cause of the non-payment depends on his/her the decision to cancel the order or on other causes.

Data for the bank transfer: c/c: FOODELUX S.R.L.

IBAN: IT 90 W 02008 12832 000102105979

BIC/SWIFT: UNCRITM152V

Bank: UNICREDIT – REGGIO EMILIA

Description: in the description of the payment the Customer will have to mention the date and the number of the order, which can be found in the confirmation email.

6. Transport and delivery

The Products bought on the Site will be delivered at the address stated by the Customer during the buying procedure in the relevant section "DELIVERY ADDRESS"

All the goods will be delivered by an international courier (from now on "Courier") Monday to Friday, excluding non-working days and national holidays. The Customer must state the closing times in order to avoid missing the delivery. If wrong times or double deliveries are selected, Foodelux, upon its final judgment, can charge the Customer with the expenses borne due to the Customer's inexperience. Foodelux is not to be hold responsible for unpredictable delays or delays due to circumstances beyond control, including strikes.

Once the Products have been sent, the Customer will receive an email notifying the actual shipment of the goods.

In any case, except for circumstances beyond control or chance events, the ordered Products will be delivered within a very short time depending on the destination (for example the average delivery time in Continental Europe is of 7/10 working days. For countries outside Europe delivery times will be carefully calculated depending on the destination and the Customer's requirements). The days of delivery are calculated starting from the day after the one on which Foodelux has confirmed the order to the Customer by email. In the case of delivery EXW (EXW – Incoterms

2010) the average times of delivery can decrease from 7 (seven) to 2 (two) days.

The shipment of goods abroad can be carried out by different couriers depending on the country of destination to offer the Customer the best possible service, considering the problems of the cold chain and the possible clearance of alcoholic drinks.

The countries in which Foodelux delivers goods free are: Austria, Belgium, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Latvia, Lithuania, Luxemburg, Holland, Poland, Portugal, Principality of Monaco, United Kingdom (only London), Czech Republic, Rumania, Slovakia, Slovenia, Spain (except Canary Island, Ceuta and Melilla), Sweden, Hungary, Switzerland, Norway.

For all the other destinations, including the islands, the discount EXW will be granted (EXW – Incoterms 2010) and the exact delivery costs will be added. Alternatively, for the islands, the goods can be delivered free at the nearest port if included in the destinations listed above.

7. Right of withdrawal and return of goods

The Customer has the right to withdraw from the contract only if Foodelux has processed the order without sending the confirmation of the order or if different products from the ones ordered on the Site have been sent. The orders processed verbally are never subject to withdrawal or return.

Apart from these situations no other causes of withdrawal are admitted.

For the nature of the articles marketed and the service offered by Foodelux the return of goods is often inconvenient for both parties. However, the return is admitted in the case of delivery of wrong goods by Foodelux or of a delivery delay of more than 8 working days.

As soon as the notification is received, the Food Specialist of Foodelux will provide for the opening of a practice for the return of the goods and will give the Customer the instructions on how to return the goods, which will be collected by a courier chosen by Foodelux. The collection of the goods can be charged to the Customer depending on the reasons for the return or the agreements with the Food Specialist.

The right to return the goods is regulated by the following conditions:

I. The right is applied to the Product as a whole: therefore if the Product is composed of more components or parts it is not possible to apply the right only to a single part of the Product.

II. The right is applied to the Product as a whole including packaging.

III. In the case of exercise of the right to return the goods Foodelux will refund the Customer of the whole amount of the goods, except possible shipping costs or documents, if required, within 30 days from the date of notification of the return. It is understood that Foodelux has the right to suspend the payment of the refund until the returned goods have been actually received. The refund will be made using the same method of payment chosen by the Customer, unless a

different method is explicitly requested by the Customer. In the case of a bank transfer or payment on delivery the Customer will have to supply the necessary bank data (holder of the account, name and address of the Bank, IBAN e SWIFT).

IV. In the case of return of goods Foodelux will refund the Customer only if the Products are in a state of visible bad preservation or non-saleable due to damages compromising the sale and/or the edibility.

V. However, to be able to guarantee the return of goods free, the Products must be returned in the same box as they were received.

VI. Besides the cases stated in the introductory notes (non-consumer Customer and/or Customer requesting the invoice), the right of withdrawal is excluded in the following cases, according to the art. 59 of the legislative decree 21/2014:

- order of custom-made or personalized Products;
- order of Products which deteriorate or expire quickly;
- order of sealed Products which cannot be returned for hygienic or sanitary reasons or which were opened after delivery.

VII. In any case the return of Products with the following characteristic is not possible:

- Alcoholic products
- Products with the Customer's brand
- Products which deteriorate quickly

With reference to the above mentioned cases which exclude the right of withdrawal, the Customer must be aware and accept that the Products which "risk to deteriorate or expire quickly" include all food Products (including wines, alcoholic drinks and drinks) as well as cosmetics, as the characteristics and the quality of these products are subject to alter, also as a consequence of unsuitable preservation.

Therefore, for hygienic reasons and to defend the Customer, the right of withdrawal can be applied only to the Products bought on the Site which can be returned to Foodelux and put on the market without any dangers for the consumer's health.

8. Warranty and lack of conformity

In the case of lack of conformity of the Products marketed by Foodelux the Customer will have to:

- I. Write immediately the words "CONDITIONAL ACCEPTANCE" on the delivery note.
- II. Get immediately in touch with the Customer Service using the telephone number provided in the Contacts area of the Site.
- III. Mark the consignment and the expiry date and possibly take a picture.

Through its Food Specialist, Foodelux, will evaluate the possibility of a granting a discount or of accepting the return of the faulty goods, depending on the situation and in agreement with the Customer.

9. Mistakes and limitation of liability

The information concerning the Products supplied in the Site is continually updated. However, it is not possible to guarantee the total lack of mistakes for which Foodelux cannot be held responsible, except in the case of gross negligence or intentional misconduct.

Foodelux reserves the right to correct errors, mistakes or omissions, also after an order has been passed, or to modify and update the information at any time, without prejudice to the rights of the Customers according to the current General Conditions.

Except in the case of gross negligence or intentional misconduct, the Customer is not entitled to get a refund for damages or to claim any contractual or extra-contractual liability for direct or indirect damages to people and/or things, due to the non-acceptance or non-execution, even partial, of an order.

10. Complaints

Every complaint will have to be forwarded to Foodelux, sending an email to the addresses provided in the Contacts area or calling the number +39.0522.1841710, Monday to Friday 09:00 – 18:00, except non-working days or sending a PEC email to: foodelux@pec.it or a registered letter to the following address:

C.a. Direzione Foodelux
Foodelux s.r.l.
Viale Monte San Michele 3
42121 Reggio Emilia (RE)
Italia

11. Law and jurisdiction

It is understood that the sales contract between the Customer and Foodelux is concluded in Italy and is regulated by the Italian law.

The court of Reggio Emilia will be the exclusive court for the solution of disputes concerning the interpretation, execution or resolution of the current General Conditions.