

Terms and Conditions of <https://www.vieffetrade.com/>

Introduction

These Terms govern

- the use of this Website, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

General Conditions of Sale

1. General provisions

1.1 These general conditions of sale ("**General Conditions of Sale**") govern all sales of Products, as defined below, by VieffeTrade S.r.l. con Socio Unico, with registered office in Viale Europa 24/B – Z.I. Camol 33070 – Brugnera (PN) – Italy, VAT number: 04088570231 – Registration in the Pordenone-Udine Company Register no. PN105765, e-mail info@vieffetrade.com, PEC vieffetrade@pec.it (hereinafter also referred to as "**VieffeTrade**") via the website www.vieffetrade.com (hereinafter the "**Site**"), in the version published at the time of the Order (as defined below).

The sales contract concluded through the Site is governed by these General Conditions of Sale as well as, where applicable, by the provisions of Legislative Decree 6 December 2005 n. 206 ("**Consumer Code**"), Legislative Decree n. 70/2003 and by the provisions of the Civil Code, for anything not expressly provided for herein.

1.2 Definitions. Without prejudice to any further definitions contained in these General Conditions of Sale, the following terms shall have the meaning set out below:

- "**Traditional Products**": any tangible movable good, even to be assembled, marketed by VieffeTrade on the Site, other than Products with Digital Elements;
- "**Products with Digital Elements**": any tangible movable good, even if assembled, marketed by VieffeTrade on the Site, which incorporates or is interconnected with digital content or service in such a way that the lack of this digital content or service would prevent the performance of the functions specific to the good;
- "**Products**": any tangible movable good, even if assembled, marketed by VieffeTrade on the Site, regardless of whether they are Traditional Products or Products with Digital Elements;
- "**Order**": operation by which the Customer, after having selected the desired Product or Products and having carefully read these General Conditions of Sale, expresses his/her consent to the purchase through the so-called "point and click" system (that is, he/she manifests his/her acceptance of the contractual proposal and of these General Conditions of Sale by pressing the appropriate virtual button), after having filled in the relevant necessary fields and after having verified that the Product is "Available", proceeding with the payment operations of the price (or authorizing the blocking of the relevant amount on the credit card limit), according to the methods provided for the payment method chosen by the Customer. Sending the Order perfects the sales contract and entails express acceptance of the General Conditions of Sale, according to the methods better specified in art. 4;
- "**Customer**": any person who purchases and/or intends to purchase one or more products and/or services through the Site, whether a consumer ("**Consumer Customer**") or a professional ("**Professional Customer**"), as defined by Legislative Decree no. 206/2005;
- "**Consumer Customer**": any natural person who purchases and/or intends to purchase one or more products and/or services through the Site, for purposes other than any entrepreneurial, commercial, artisanal or professional activity carried out;
- "**Professional Client**": any natural or legal person who purchases and/or intends to purchase one or more products and/or services through the Site, in the exercise of their entrepreneurial, commercial, artisanal or professional activity, or their intermediary;
- "**Services**": means the free offer or the offer for payment of a price, both of the services present on the Site, such as, by way of example and not limited to, those related to the physical delivery or distribution of Products (e.g. Product booking services; additional services; warranty extension services; after-sales assistance services) and of information services relating to VieffeTrade Products or services (e.g. profiled newsletters or other forms of online advertising and/or profiled e-mail marketing).

1.3 The offer of Products on the Site is addressed exclusively to natural persons of legal age and to legal persons; natural persons under 18 (eighteen) years of age may proceed with the purchase of Products marketed by VieffeTrade only through a parent or legal guardian. The Customer assumes all responsibility in relation to any untrue information provided in this regard.

1.4 By submitting the Order to VieffeTrade, the Customer declares and guarantees that he or she is at least 18 years old and undertakes to comply with these General Conditions of Sale, as well as any additional specific conditions reported in the relevant Product Sheets (as defined below) applicable in addition to these General Conditions of Sale ("**Specific Conditions**"), which can be consulted on the Site as updated from time to time by VieffeTrade.

1.5 VieffeTrade invites the Customer to carefully read these General Conditions of Sale as well as any Special Conditions reported in the Product Sheet and to print them or, in any case, to keep a copy before proceeding with any purchase. On the following page it is however possible to consult at any time the General Conditions of Sale applicable to the date of the Order and download them. VieffeTrade, in any case, will send the Customer a copy of the Order with all the necessary information and a copy of the General Conditions of Sale and any Special Conditions, also via e-mail.

1.6 These General Conditions of Sale, in any case, must be considered an integral and substantial part of all contracts of VieffeTrade with Professional Clients, even when orders are taken by telephone, verbally, by fax, e-mail or in any other form, and must be considered prevalent over any other general or particular purchase and/or sales conditions prepared by the Professional Client.

2. Products, availability and delivery terms

2.1 The essential characteristics and other useful information relating to the Products, together with their price and any applicable Special Conditions (including quantity purchase limits), are indicated on the Site, within the technical sheets relating to each Product ("**Product Sheets**" and, each individually, "**Product Sheet**").

2.2 The catalogue of Products published on the Site is updated periodically, depending on the availability of the Products themselves in stock.

2.3 The graphic representation of the Products available on the Site is merely indicative and may not correspond to reality. For the purpose of choosing the desired Product and verifying its characteristics (also in relation to color, size, shape, etc.), the Customer must therefore rely on the description of the Product and its characteristics reported in the relevant Product Sheet.

2.4 The Products marketed by VieffeTrade and displayed on the Site are all new, original and perfectly packaged in their own packaging and can be:

- Available: if the Product bears the wording "Immediate Shipping!". Available Products are physically present in the warehouse and, as such, can be ordered by the Customer and will be shipped approximately within 3 working days from the date of the Order.
- Available to Order: if the Product bears the wording "Shipping within __ working days". The Products Available to Order are not physically present in the warehouse but can be ordered by VieffeTrade from its suppliers, upon request of the Customer. The shipping days indicated in relation to each Product are merely indicative and are based on the production and delivery times of the Product by VieffeTrade's supplier. If the expected delivery date of the Product exceeds 30 days from the date of the Order, the Customer will be contacted and informed and will be able to evaluate whether to wait or request cancellation of the Order, in which case VieffeTrade will provide an immediate refund of the price, with the Professional Customer expressly waiving the right to compensation for any consequent damages, except in the case of willful misconduct or gross negligence by VieffeTrade.
- Not available: Products not available, which, as such, cannot be ordered by the Customer. In this case, the Customer can leave his/her email address to be notified if the displayed Product becomes available again.

2.5 The Products placed in the cart remain stored for 24 (twenty-four) hours. After this period, the cart will be automatically emptied. If during this period, the selected Product becomes unavailable, it will be automatically removed from the cart.

2.6 Updates. The Customer is aware that the Products with Digital Elements may be updated by the relevant manufacturers in accordance with what is expressly provided for in the technical documentation, manuals and any instructions for use of the Product with Digital Elements.

2.7 Delivery times for Professional Customers

2.7.1 When the purchase is made by a Professional Customer, the delivery times indicated on the Site and/or in the order confirmation must be considered merely indicative and not binding. They vary depending on the type of Product ordered.

2.7.2 Without prejudice to the fact that VieffeTrade will do everything in its power to deliver the Products within the terms indicated on the Site and/or in the order confirmation, if the Customer is a Professional Customer, in no case will VieffeTrade be liable for damages directly or indirectly deriving to the customer from delays in the delivery of the goods which are contained within sixty days from the delivery date indicated on the Site and/or in the order confirmation, and this except in the case of fraud or gross negligence.

2.7.3 Delivery may be extended or suspended in the event that the Professional Customer is not up to date with payments, in accordance with the provisions of Article 5 of these General Conditions of Sale.

2.7.4 Should the Professional Customer request changes to the Order after it has been submitted, VieffeTrade has the sole right to accept or reject the request for change; in the event of acceptance by VieffeTrade, the delivery terms originally indicated, which are however not binding, will be automatically extended for a period of time equal to that normally necessary for VieffeTrade to make the requested deliveries.

3. Prices

3.1 The sales prices of the Products published on the Product Sheets are expressed in Euros and include VAT and, where specified, WEEE eco-contributions. Any delivery costs must be added to the price of the Products, as indicated in the dedicated section of the Site and in the relevant shopping cart pages.

3.2 The prices of the Products on the Site may vary at any time, undergoing both upward and downward fluctuations. The Customer is therefore required to update the cache of his browser in order to view the updated price in the Product Sheet. The updated price applied to the Order is always displayed on the cart pages.

3.3 When Orders are placed by telephone, verbally, by fax, e-mail or in any other form, the prices will be those resulting from the order confirmation by VieffeTrade.

4. Method of sending the Order and conclusion of the sales contract

4.1 In order to send an Order, the Customer may proceed with registration and/or authentication on the Site, or operate as a guest, entering his/her personal data and delivery address each time.

4.2 To send an Order, the Customer must:

- select a Product and click on “Add to Cart” to proceed to the next steps; by accessing the “Your Cart” area, the Customer can, among other things:
 - view Product details and price;
 - enter, verify and correct your data;
 - modify the quantities of the Products or delete the Products added to the cart;
 - add other Products by clicking on the “continue Shopping” button or by returning to the home page and adding further Products to the cart;
 - request any additional accessory services (for example, “special packaging and insured transport” and extensions of the Product warranty), the conditions of which are made available on the relevant shopping cart page;
 - only if you are a Consumer Customer, request the collection of waste electrical and electronic equipment (WEEE) (for more information on WEEE collection, see the dedicated page)
 - view the times and any expected costs for each of the available delivery methods and select the desired delivery method (for more information on delivery times, see the dedicated page);
 - view the available payment methods and their details and select the desired payment method;
 - accept the General Conditions of Sale and send the Order by clicking the “Order with obligation to pay” or “Proceed with payment” or “Buy now with PayPal” button, depending on the payment method selected.

4.3 Before sending the Order, the Customer may view at any time the summary of the Products, with the details of the prices and any expenses, the selected delivery and payment methods, as well as verify and correct their data. There is also the possibility of indicating a delivery address different from their residential address, in which case the holder of the Order guarantees to be authorized to communicate the personal data necessary for the identification of the recipient.

4.4 Consumer Customers. The sales contract is concluded when the Consumer Customer sends the Order to VieffeTrade, with regard to the Available Products only. If the Order concerns Products Available to Order or Not Available, the effectiveness of the sales contract is subject to the suspensive condition of the verification of the availability of the product with VieffeTrade's suppliers and to the subsequent confirmation of the Order by email by VieffeTrade. In any case, if the payment is made by request for financing, the effectiveness of the sales contract is subject to the suspensive condition of the conclusion of the accessory financing contract with Findomestic within 10 (ten) days (for more information, consult the dedicated page or the Findomestic website).

4.5 Professional Clients. The sales contract is finalized when the Professional Customer receives confirmation of the Order by email from VieffeTrade. The effectiveness of the sales contract, in fact, is subject to the condition precedent of the verification of the availability of the Product at VieffeTrade's suppliers and the subsequent confirmation of the Order by email by VieffeTrade. In the event of non-acceptance of the Order by VieffeTrade, the Customer will be informed of the reasons for the non-acceptance and reimbursed in full for any amount already paid. Any liability of VieffeTrade for direct, indirect, incidental or consequential damages, connected to the non-acceptance, even partial, of an Order, is expressly excluded and renounced by the Customer, except in the case of willful misconduct or gross negligence by VieffeTrade.

4.6 After sending an Order, the Customer will receive an email confirming the conclusion of the sales contract containing a summary of the order and a copy of the General Conditions of Sale and any applicable Specific Conditions. The Customer may print or save the aforementioned documents, using the appropriate functions of the email programs.

4.7 Upon shipment of the Product(s), VieffeTrade will send the Customer an email confirming the shipment of the purchased Product(s).

5. Payment methods and invoice

5.1 The Customer may pay the price of the Products and any shipping costs using the payment methods indicated on the Site, at the same time as sending the Order.

5.2 VieffeTrade accepts the following payment methods:

- **Credit or prepaid card:** in case of payment by credit or prepaid card, the price will be charged at the time the Order is sent. It is understood that in case of cancellation of the Order by the Customer or failure to confirm the Order following verification of the availability of the Product with the suppliers, the amount paid will be promptly credited back to the same account;
- **PayPal:** in case of payment with PayPal, the charge will be made at the time of sending the Order. In case of cancellation of the Order by the Customer or failure to confirm the Order following verification of the availability of the Product with the suppliers, the amount paid will be promptly credited back to the same PayPal account;
- **Bank transfer:** payment by bank transfer must be made and received by VieffeTrade within 10 (ten) days from the date of the Order; in the event of failure to receive payment within the indicated deadline, VieffeTrade will have the right to terminate the sales contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code by sending an email to the Customer;
- **Scalapay:** in case of payment with Scalapay, the charge will be made at the time of sending the Order. In case of cancellation by the Customer or failure to confirm the Order following verification of the availability of the Product with the suppliers, the amount paid will be promptly credited back to the same payment instrument. for the economic and contractual conditions, consult the Scalapay website;
- **Findomestic Financing:** the Customer will be transferred to the Findomestic website for the financing request, where he/she can choose the type of installment plan. In the event of failure to complete the financing contract within 10 (ten) days from sending the Order, the sales contract will remain ineffective and the Order will consequently be cancelled.

Depending on the Products and/or delivery methods selected, some payment methods may not be available. For further details, limits and conditions, please see the Payment page.

5.3 Once payment has been received, VieffeTrade will issue and send the Customer a regular receipt, which will be placed on the package, or, if the Customer requests it at the time of the Order, by filling in the appropriate fields, an invoice which will be sent automatically via email in PDF format.

5.4 The data for issuing the invoice must be those entered by the Customer in the billing address field and no changes to the invoice are permitted after its issuance. There is also the possibility, for the Consumer Customer, to indicate a billing address different from his own, in which case the holder of the order guarantees to be authorised to communicate the personal data necessary for the identification of the recipient.

5.5 In the event of late payment in full or in part by the Professional Client, VieffeTrade will be entitled to suspend Orders and/or deliveries in progress, even if relating to different supplies and also in derogation of the provisions of art. 1460 of the Italian Civil Code, with the Professional Client expressly renouncing compensation for any consequent damage, except in the case of fraud or gross negligence by VieffeTrade. In no case will the Professional Client be allowed to suspend or delay payments, not even in the event of a dispute, complaint or controversy.

6. Methods of delivery of the Products

6.1 Before sending an Order, the Customer will be able to view the available delivery methods and any costs. VieffeTrade makes the following delivery methods available for the Products, according to the specific conditions, times and costs indicated on the relevant cart page:

- Standard Courier;
- Pick up at the office in Brugnera (Pordenone – Italy);
- Special packaging and insured transport;
- Delivery by appointment;
- Home delivery (Italy only);
- Home delivery with installation (only in Italy).

Depending on the Products selected, some delivery methods may not be available. The methods available for each Product will in any case be indicated on the relevant cart page.

In particular, the “Home Delivery” and “Home Delivery with Installation” methods are subject to possible periodic interruptions, due to peaks in activity or impediments attributable to logistics partners. In this case, the Customer will be promptly informed and will be able to choose whether to cancel the Order or, instead, choose a different delivery method.

6.2 VieffeTrade will proceed with the delivery of the Products (via shipment or collection on site, depending on the method chosen by the Customer) only after receiving the payment from the Customer. The Customer will receive an email confirming the availability for collection on site or the shipment of the Product, depending on the delivery method selected.

6.3 The expected delivery times are indicated on the Payments page of the Site and on the cart pages, but they are indicative and not binding. Deliveries will be made within 30 (thirty) days from the date of sending the Order, except in the following cases:

- Orders for Products Available to Order: The time required for VieffeTrade to receive Products available to order varies depending on the supplier and the type of Product, and the time required for delivery to the Customer must be added to this time, depending on the delivery method selected. Therefore, Products available to order may be delivered after 30 (thirty) days from the date of placing the Order. Approximate delivery times are expressly indicated in the Product Sheet and on the shopping cart pages;
- failure by the Customer to pay within the deadlines established for the selected payment method;
- request for simultaneous installation of the Product;
- request by the Customer for delivery at a later date than expected;
- Orders placed during the summer or Christmas period, as specified in Article 6.4 below;
- occurrence of force majeure events or natural disasters that make transportation impossible or more difficult, such as, by way of example and not limited to, heavy snowfall, river overflowing, danger or prohibition of road traffic reported by the authorities, epidemics and contagions, popular riots and traffic blocks.

6.4 Please note that VieffeTrade will not deliver on Saturdays, Sundays and holidays, nor during the summer and Christmas periods. More specifically, VieffeTrade will not deliver during the entire month of August and, therefore, from 31 July to 31 August (summer period), nor in the period between 20 December and 7 January of the following year (Christmas period).

Therefore, with regard to Orders that have as their object Products whose delivery should take place on the days just indicated, the Products will be classified as Available to Order and/or the Customer will in any case be duly informed, in the Product Sheet and in the cart pages, of the fact that the delivery times ordinarily expected will start from the first working day following the summer or Christmas period and of the fact that any Products ordered could be delivered after the term of 30 (thirty) days from the sending of the Order. The indicative delivery times are in any case expressly indicated in the Product Sheet and in the cart pages.

6.5 The Products may be delivered exclusively in all countries belonging to the European Union, in Switzerland and in the United Kingdom (UK). For the delivery of some types of Product, the payment of an additional cost may be required. Such costs will in any case be clearly communicated to the Customer before sending the Order. For more information, consult the dedicated page.

6.6 Deliveries to locations with access restrictions and/or limitations. ATTENTION: if the shipping address indicated during the order phase corresponds to a location with restrictions and/or limitations relating to the access of vehicles normally used by couriers for the delivery of the Products (e.g. areas with exclusive pedestrian access, particularly narrow, steep or impervious streets and roads, or places not reachable by land, including, by way of example and not limited to, Venice or the islands) the Customer is required to communicate this to VieffeTrade at the time of the Order or, at the latest, within 48 hours of the execution of the order. In the absence of this communication, VieffeTrade will not be liable for any impossibility of providing for the delivery of the goods, nor for any related direct and/or indirect damages suffered by the Professional Customer.

In such cases, VieffeTrade assumes no responsibility for any impossibility of delivery and the Product(s) will be deposited at the warehouse/sorting center of the person responsible for delivering the Product(s) closest to the place of expected delivery of the same. The Customer will be promptly informed of the failed delivery, of the opening of a storage case against him and of the methods by which the Customer himself can arrange for the collection of the Product(s) or organize a new delivery attempt. The costs of storing the Product(s) at the warehouse/sorting center of the shipper and the costs and expenses of any subsequent delivery attempts and/or for the return of the goods to VieffeTrade are the exclusive responsibility of the Customer.

6.7 Before the shipment of the Products, the Consumer Customer may cancel the Order, by sending a communication via email to info@vieffetrade.com within 24 hours of receiving the order confirmation from VieffeTrade. After receiving the email confirming the shipment of the Product, cancellation or modification of the Order by the Consumer Customer is no longer possible. In this case, the Consumer Customer may proceed with the return of the Products already shipped in accordance with the withdrawal procedure set out in the following article 7, if applicable.

6.8 At the time of delivery, the signature by the Customer or his delegate is required. The Customer (or his delegate), at the time of delivery of the Products by the courier or collection of the same at the office, is required to verify:

- that the number of packages delivered corresponds to that indicated on the delivery document;
- that the packaging and its seals are intact, undamaged, not wet or altered in any way.

Any damage to the packaging and/or the Product or the discrepancy in the number of packages or indications must be immediately contested in writing on the courier's delivery document. Once the courier's document has been signed without the

Customer having raised any objections, the Customer may not raise any objection in this regard, except as provided for in relation to the guarantee and complaints in the following article 9.

6.9 Pick up at the office. In case of choosing delivery via on-site collection, the Customer will be notified of the period of time within which he/she is required to collect the Product starting from the receipt of the email with which the availability of the aforementioned Product for collection is communicated, in any case not less than 5 (five) working days (for more information see the Direct Collection page). Once the order confirmation email has been received and the email containing the indication that the Product(s) is/are ready for collection, the Customer may go to the collection location (Viale Europa 24/B – Z.I. Camol 33070 – Brugnera (PN) – Italy) to collect the product. The time intervals indicated in the Product Sheet and in the order confirmation email are purely indicative and not binding.

6.10 The risk of loss or damage to the Products is transferred to the Consumer Customer when the latter (or a third party designated by him and other than the courier) physically takes possession of the aforementioned Product.

6.11 Professional Clients

6.11.1 Unless otherwise agreed in writing between the parties, delivery of the Products in the territory of the States belonging to the European Union, in Switzerland and in the United Kingdom (UK), is carried out by and at the expense of VieffeTrade. In any case, the risk of loss or damage to the Products is transferred to the Professional Customer when the Product/Products ordered are loaded onto the means of transport directed to the Professional Customer. Furthermore, transport does not include unloading of the goods, portorage, hydraulic tail lift and all risks of loss or deterioration of the goods connected to such operations which will be the exclusive responsibility of the Professional Customer.

With regard to the delivery of the Products to the Professional Customer in territories other than those indicated above, regardless of what has been agreed in relation to transport costs and/or payment methods and/or delivery, the delivery of the Products and the simultaneous transfer of risks are deemed to be carried out ex works (EXW - INCOTERMS 2020), at the VieffeTrade headquarters in Brugnera (Pordenone – Italy), with the loading of the same onto the means of transport directed to the Professional Customer. Therefore, in the event of delays in delivery, damage or loss of the Products during the relative transport, the relative complaints must be addressed by the Professional Customer directly to the transporter, even if the latter has been appointed by VieffeTrade. In any case, transport does not include unloading of the goods, portorage, hydraulic tail lift and all risks of loss or deterioration of the goods which will be the exclusive responsibility of the Professional Customer from the moment the goods are loaded at the VieffeTrade headquarters.

6.11.2 Failure to collect the Products, or the Professional Customer's unavailability to receive delivery of the goods, within 15 (fifteen) days from the date of notification of ready goods by VieffeTrade, will entail the right of VieffeTrade to ask the Professional Customer for a penalty of Euro 100.00 (one hundred/00) for each day of storage, without prejudice to compensation for greater damages, it being understood that from the aforementioned deadline the transfer of risks to the Professional Customer will in any case occur in relation to the Products stored in VieffeTrade's warehouses.

6.11.3 Without prejudice to the provisions of the previous article 6.11.1 and unless otherwise agreed in writing between VieffeTrade and the Professional Client, the former will take care of, at its own expense, the transport of the Product/Products to the place requested by the Professional Client, also taking charge of any export charges; any customs and tax charges and obligations relating to importation into the country of destination will conversely be borne by the Professional Client.

7. Withdrawal of the Consumer Customer

7.1 Pursuant to the provisions of the Consumer Code, the Consumer Customer has the right to withdraw from the sales contract, without specifying the reason, within 14 (fourteen) days from the date on which the Consumer Customer (or his representative authorised to receive the Product) physically takes possession of the Product.

7.2 Mode. The Consumer Customer can exercise the right of withdrawal by downloading, completing and sending the [Withdrawal Form](#) available on this page or any other explicit communication of the decision to withdraw via one of the following channels:

- e-mail to the address info@vieffetrade.com;
- PEC to the address vieffetrade@pec.it;
- registered mail with return receipt to the following address: VieffeTrade S.r.l. con Socio Unico, Viale Europa 24/B – Z.I. Camol 33070 – Brugnera (PN) – Italy.

The Consumer Customer who intends to exercise the right of withdrawal by means of the [Withdrawal Form](#) or by sending an explicit communication to this effect is required to return the Product or Products by delivering them at his/her own expense to the VieffeTrade headquarters in Viale Europa 24/B – Z.I. Camol 33070 – Brugnera (PN) – Italy, according to the instructions received from VieffeTrade.

In the event that the withdrawal concerns bulky Products (Large Household Appliances, Furniture and furnishing supplies whose dimensions exceed 36x37x56 centimetres, Televisions larger than 26 inches, etc. ... - for example Refrigerators, Washing Machines, Dishwashers, Built-in Household Appliances) the Consumer Customer is informed that such Products, by their nature,

cannot normally be returned by delivering the Product to a Post Office or Post Office Point, as this shipping method is only available for shipments of a single package and for all items whose dimensions, including the shipping packaging, do not exceed 36x37x56 centimetres (cm) and have a maximum overall weight of 15 (fifteen) kg.

7.3 Upon receipt of the communication of the exercise of the right of withdrawal sent by the Consumer Customer according to the methods indicated above, VieffeTrade will verify the existence of the conditions of admissibility of the withdrawal required by these General Conditions of Sale and by the Consumer Code and will send the Customer an email of authorization for the return. With said email, the Customer will also receive a return number that will identify the practice and the information and instructions necessary to return the product to VieffeTrade based on the type of Product to be returned by the Consumer Customer. The Consumer Customer must return the Products to VieffeTrade no later than 14 (fourteen) days from receipt of the email of authorization for the return of the Products, referred to in the previous period. If within the aforementioned period of fourteen days the Consumer Customer has not returned the Products, the previously communicated withdrawal loses effectiveness and the Consumer Customer loses his right of withdrawal. In this case, therefore, VieffeTrade will not make any refund.

7.4 The Products must be returned intact, unused, undamaged, in their original packaging and complete with all accessories and elements present in the original packaging (e.g. accessories, cables, instruction manuals, etc.). In any case, the Consumer Customer will not have to bear any costs or penalties as a consequence of exercising the right of withdrawal, with the exception of the costs of returning the Products, which will remain the responsibility of the Customer.

7.5 The Customer will be responsible for the decrease in value of the Products resulting from handling other than that necessary to establish their nature, characteristics and functioning or in the absence of the elements or accessories referred to in the previous article 7.4.

In such cases, if the outcome of the check on the integrity of the Products carried out by VieffeTrade reveals the existence of damage, shortages and/or anomalies in the Products returned by the Consumer Customer, VieffeTrade reserves the right to:

- retain an amount between 10% and 35% of the price paid by the Customer for the purchase of the Product, depending on the extent of the decrease in value of the Product itself resulting from the handling carried out by the Customer;
- refuse to accept the return, informing the Customer that the previously communicated withdrawal has lost its effectiveness and that he has forfeited his right of withdrawal due to the presence of the aforementioned damages, deficiencies and/or anomalies of the returned Product. In this case, therefore, VieffeTrade will not make any refund.

7.6 Exclusions. The right of withdrawal does not apply to sealed Products that are not suitable for return for reasons of hygiene or related to health protection and that have been opened after delivery, to Products that are at risk of deterioration rapidly and to Products made to measure or clearly personalized (these include, by way of example and not limited to, beds and mattresses, bathroom furniture supplies, shower enclosures and shower trays, professional kitchens, wood stoves and pellet stoves, some types of sinks and taps and some furniture supplies such as tables, chairs, stools, consoles, sideboards and cupboards).

7.7 Upon receipt of a withdrawal notice from the Consumer Customer within 14 (fourteen) days and in compliance with the other conditions indicated in the previous articles, VieffeTrade will refund the sums paid for the purchase, including delivery costs, if incurred, in an amount equal to the cost of the least expensive type of delivery offered by VieffeTrade (with the exception, therefore, of additional costs resulting from the possible choice of a type of delivery other than Standard Courier), using the same means of payment used by the Customer for the purchase of the Product, unless otherwise expressly requested by the Customer.

7.8 The Consumer Customer has the right to receive a refund within 14 (fourteen) days of receipt by VieffeTrade of the communication of exercise of the right of withdrawal. However, VieffeTrade, in accordance with art. 56 of the Consumer Code, reserves the right to withhold the refund until it has received the Product or until the Customer has demonstrated that he has returned the aforementioned Product, depending on which condition occurs first.

7.9 Unless the Customer has expressly agreed otherwise, the refund will be made in the following ways:

- For purchases made by bank transfer, VieffeTrade will proceed with the refund via bank transfer;
- For purchases made by credit card payment, the refund will be made by reversing the transaction directly to the credit card.
- For purchases made via PayPal, the refund will be made via a credit to the same PayPal account.
- For purchases made with payment by Scalapay, the refund will be made by reversing the transaction directly to the credit card linked to the Scalapay account.

7.10 For information regarding withdrawal in the event of the conclusion of accessory financing contracts, it is necessary to consult the Findomestic website.

8. Professional Customer Returns

Returns of goods by the Professional Customer are not permitted without the prior written consent of VieffeTrade; in this case, shipping costs are borne by the Professional Customer, as are the risks of transporting the goods. Authorized returns must be returned to VieffeTrade within 90 days from the date of the relative consent by the latter.

In any case, returns of Products will not be permitted if they are used, damaged, not intact and in their original packaging and complete with all accessories and elements present in the original packaging (e.g. accessories, cables, instruction manuals, etc.).

The reason for the document must be “returned goods” and this document must include the return authorization number assigned by VieffeTrade.

Any return not compliant with the conditions described above will be automatically rejected by VieffeTrade.

9. Warranty

In accordance with current legislation, the warranty regime applicable to the Products marketed by VieffeTrade is different depending on whether the buyer is a Consumer Customer or a Professional Customer. In particular, the legal warranty of conformity (hereinafter also simply “**Legal Warranty**”) provided for by the Consumer Code applies only in cases where the purchase is made by a Consumer Customer, while in the case of purchases made by a Professional Customer, the ordinary discipline of the warranty for defects of the item sold applies as provided for by articles 1490 et seq. of the Civil Code, within the terms and limits provided for by these General Conditions of Sale (hereinafter also simply “**Ordinary Warranty**”).

9.1 Legal warranty of conformity

9.1.1 The sale of Products to Consumer Customers is subject to the Legal Warranty pursuant to the Consumer Code. VieffeTrade is responsible for defects of conformity that become apparent within 2 (two) years from the time of delivery of the Products. Direct action by the Consumer Customer to assert a defect of conformity not fraudulently concealed by VieffeTrade expires, in any case, within 26 (twenty-six) months from the time of delivery of the Products.

9.1.2 To assert the legal warranty of conformity, the Consumer Customer may send a written communication to VieffeTrade, indicating the date of purchase, the Product in relation to which the lack of conformity was found and a description of the defect, possibly attaching one or more illustrative photographs of the problem found, via one of the following channels:

- e-mail to the address info@vieffetrade.com;
- PEC to the address vieffetrade@pec.it;
- registered mail with return receipt to the following address: VieffeTrade S.r.l. con Socio Unico, Viale Europa 24/B – Z.I. Camol 33070 – Brugnera (PN) – Italy.

9.1.3 In relation to the Products marketed, VieffeTrade does not guarantee the existence of additional requirements of quality, description, type, quantity, functionality, compatibility, interoperability, suitability for use, supply with accessories, instructions (also regarding installation and customer support) and/or updates, with respect to those specifically indicated in the General Conditions of Sale and/or in the Order and/or on the Site and/or in the documentation relating to the Products provided by the relevant manufacturers. Unless otherwise indicated in the Order and/or on the Site and/or in the documentation relating to the Products provided by the relevant manufacturers, all Products marketed by VieffeTrade are approved for the Italian market.

9.1.4 In relation to the Products ordered, the Customer guarantees that they are suitable for the purposes for which he intends to purchase them and that he does not expect to receive from VieffeTrade accessories (including, by way of example and not limited to, spare parts and/or packaging) and instructions (including, by way of example and not limited to, those relating to installation) other than those indicated in the sales contract and in the relevant Product Sheet.

The Customer acknowledges and recognises that the existence of a lack of conformity of the Products is excluded whenever the defect complained of concerns a particular characteristic of the Products in relation to which, at the time of conclusion of the sales contract, he had been specifically informed, in the relevant Product Sheet, of the fact that the good deviated from the objective requirements of conformity ordinarily provided for by law.

9.1.5 In the event of a lack of conformity of the Products, the Consumer Customer will have the right to obtain the restoration of their conformity, free of charge and within a reasonable time from the moment in which VieffeTrade was informed by the Customer of the lack of conformity.

To this end, the Consumer Customer may choose between repair and replacement of the Product, provided that the chosen remedy is not impossible or, compared to the alternative remedy, does not impose disproportionate costs on VieffeTrade, taking into account all the circumstances of the case and, in particular, the following: (i) the value that the aforementioned Product would have in the absence of the lack of conformity; (ii) the extent of the lack of conformity; (iii) the possibility of experiencing the alternative remedy without significant inconvenience for the Customer.

In the event that the Consumer Customer requests the repair or replacement of the Product through one of the channels referred to in the previous article 9.1.2, the latter must wait to receive from VieffeTrade a communication authorising the return of the Product, containing the identification of the practice and will have the obligation to make the Product available to VieffeTrade, in the ways and times agreed with the latter.

To this end, the Customer must prepare the Product for shipping by carefully packing it and enclosing all accessories, the instruction manual, if present, and everything originally contained in the Product packaging. He must also indicate on the

packaging the identification number of the practice communicated to him by VieffeTrade.

VieffeTrade will collect the same at its own expense and return it to the Customer following repair or replacement. The transporter appointed by VieffeTrade will contact the Customer by telephone and/or by e-mail to agree on the methods and times for collection of the Product. Any delays and/or failures by VieffeTrade in the execution of its repair and/or replacement obligations that may depend on the possible unavailability of the Customer and/or the Product to be returned will not be attributable to VieffeTrade.

9.1.6 If: (i) the repair or replacement of the Products is impossible or disproportionate, taking into account all the circumstances of the case, as per the previous art. 9.1.5; or (ii) VieffeTrade has not repaired or replaced the Products in accordance with the provisions of the previous art. 9.1.5; or (iii) a lack of conformity has occurred despite VieffeTrade's attempt to restore the conformity of the Products; or (iv) the lack of conformity is so serious as to justify an immediate reduction in price or the termination of the sales contract; or (v) VieffeTrade has declared that it will not proceed with the restoration of the conformity of the Products within a reasonable period or without significant inconvenience for the Consumer Customer; the latter will be entitled to receive a proportional reduction in price pursuant to the subsequent art. 9.1.7 or to the termination of the sales contract as per the subsequent art. 9.1.8.

9.1.7 If one of the conditions set out in the previous art. 9.1.6 has occurred and the Consumer Customer has requested, through the channels indicated in the previous art. 9.1.2, a reduction in the price of the Product(s), such reduction is proportional to the decrease in value of the Product received by the Customer compared to the value that the same Product would have had if it had been compliant.

The refund of the amount equal to the lower value of the Product will be made by VieffeTrade: * without undue delay and, in any case, within 14 days from the date on which the Customer has made the Product available to VieffeTrade or, if later, from the date on which the Customer has requested a price reduction from VieffeTrade through one of the channels indicated in the previous art. 9.1.2; * using the same means of payment that the Customer used to pay for the Products pursuant to the previous art. 5, unless otherwise expressly requested by the Customer and provided that the latter does not have to bear any expense in relation to such reimbursement.

9.1.8 If one of the conditions set out in the previous art. 9.1.6 has occurred and the Consumer Customer intends to terminate the sales contract, the latter must exercise his right to terminate the contract by sending, via one of the channels indicated in the previous art. 9.1.2, a declaration containing the expression of intent to terminate the sales contract. The Customer acknowledges and accepts that he will not be able to terminate the sales contract if the lack of conformity of the Product is of minor importance.

9.1.9 In the event of termination of the sales contract by the Consumer Customer pursuant to the previous art. 9.1.8:

- the Customer must return the Product to VieffeTrade within 14 (fourteen) days from the date of sending the declaration containing the expression of intent to terminate the sales contract, at the expense of VieffeTrade and according to the instructions received from the latter from time to time via e-mail or PEC;
- VieffeTrade will refund the Customer the price paid for the Product purchased upon receipt of the Product or upon proof provided by the Customer that the goods have been returned or shipped.

The refund will be made in accordance with the procedures set out in the previous art. 7.9.

9.2 Ordinary Warranty and Complaints

9.2.1 The Products purchased by the Professional Customer are covered by the warranty for defects in the item sold pursuant to articles 1490 et seq. of the Italian Civil Code.

The Professional Customer's action to enforce the said Ordinary Warranty expires 1 year after delivery of the purchased Product and any faults or defects in the delivered Products must be reported in writing by the Customer, under penalty of nullity of the dispute, within eight days of receipt of the goods or of the discovery of the defects, if hidden.

9.2.2 To assert the Ordinary Warranty for defects in the item sold, the Professional Customer may send a written communication to VieffeTrade, indicating the date of purchase, the Product in relation to which the defect or fault was found and a description of the defect or fault itself, possibly attaching one or more illustrative photographs of the problem found, via one of the channels indicated in the previous art. 9.1.2.

9.2.3 The provisions of art. 9.1.3 apply. In order to apply the Ordinary Warranty, the Professional Customer must show a copy of the original invoice or sales receipt as proof of purchase.

The Ordinary Warranty only entails the right to repair or replace Products recognized as defective by VieffeTrade within the technical times normally required, under the original conditions and at the original place of delivery.

In any case, for any defects and/or non-conformity of the Products, VieffeTrade will be granted by the Professional Client, before invoking the termination of the contract, a term of at least 60 (sixty) days to remedy. The repair or replacement of the Products which have been recognized as having manufacturing defects exhausts all liability of VieffeTrade towards the Professional Client.

No further claims for damages or any other reason may be asserted by the Professional Client against VieffeTrade.

9.2.4 The Ordinary Warranty does not cover normal wear and tear of the Products, in particular cuts, scratches and chipping, damage caused by impacts or accidents as well as any defect or lack of quality due to, or influenced by, incorrect storage or use. Where present, the Customer must carefully follow the assembly and installation instructions of the Products. The Customer is required to scrupulously follow any indications and suggestions of VieffeTrade and/or the manufacturers on the correct care, maintenance and positioning of the Product in a suitable and appropriate environment, compliant with the quality standard of the chosen Product.

Any damage to the Product due to its incorrect assembly, its incorrect location in an unhealthy, humid and/or unsuitable environment and/or its non-compliant maintenance and cleaning, its tampering or modification, are excluded from the warranty, cannot be objected to or contested by VieffeTrade and cannot give rise to replacements or interventions, even if the Product is under warranty.

In any case, the Professional Customer will not be able to assert the warranty against VieffeTrade if the price of the Products has not been paid in full under the conditions and within the terms agreed, even in the event that the failure to pay the price under the conditions and within the terms agreed refers to Products other than those for which the Customer intends to assert the warranty.

Furthermore, the warranty does not include:

- responsibility for the assembly of the Products;
- damages caused or facilitated by fraud and/or gross negligence of the Customer and/or of the subjects to whom the Product is entrusted for any reason, even temporarily;
- Customer negligence;
- all ordinary and/or extraordinary maintenance services, and in particular the labor necessary to provide for the possible replacement or repair of the Product;
- damage caused by pets;
- all services mandatorily provided for by the legal guarantee offered by the manufacturer/producer of the Product or component (for example household appliances); for Products supported by their own guarantee certificates, the latter must be enforced against the relevant manufacturers/producers. We decline any responsibility in relation to the assembly of the products.
- damages resulting from volcanic eruptions, earthquakes, natural disasters, atmospheric events, acts of vandalism and/or malicious acts, acts of war, insurrections, popular riots, strikes, uprisings, military occupations as well as the development, however arising, controlled or not, of nuclear energy or radioactivity.

9.2.5 Except as provided in the previous article 9.2.3, the repair or replacement of the Products which have been recognized as having manufacturing defects or faults exhausts all liability of VieffeTrade towards the Professional Customer. Any other form of express or implied guarantee, as well as any other obligation or liability of VieffeTrade for direct, indirect, incidental or consequential damages, is expressly excluded and renounced by the Professional Customer, except in the case of willful misconduct or gross negligence of VieffeTrade. In particular, the Professional Customer hereby waives, to the maximum extent permitted by law, any right or action of recourse and/or call for warranty for guarantees to which he was held against third parties, in the event of recourse by the latter, on the basis of any law, due to defects or non-conformity of the Products. In no case will the Professional Customer be allowed to reduce the sale price of the Products for defects and/or non-conformity, unless VieffeTrade has given its written consent.

9.2.6 In any case, it is agreed that any liability of VieffeTrade towards the Professional Customer for defects and/or faults and/or non-conformities and/or damages and/or delays in delivery of the Products will be limited, except as provided in the previous article 9.2.3, to the value of the Products sold to the Customer.

9.2.7 In relation to the Products ordered, the Professional Customer guarantees that they are suitable for the purposes for which he intends to purchase them and that he does not expect to receive from VieffeTrade accessories (including, by way of example and not limited to, spare parts and/or packaging) and instructions (including, by way of example and not limited to, those relating to installation) other than those indicated in the sales contract and in the relevant Product Sheet.

10. Waste disposal

The Customer will be responsible for disposing of the packaging. VieffeTrade reminds the Customer not to dispose of the Products and/or their packaging in the environment at the end of their use, but to contact a solid urban waste disposal company for their transport to landfill or recovery.

11. Express termination clause

Only in the event that the contract has been concluded with a Professional Client, without prejudice to any specific provision on the termination and/or resolution of the contract provided for by the applicable law, VieffeTrade will have the right to terminate the contract with immediate effect, by means of a simple written communication to the Professional Client, in the event that any of the following hypotheses occur against the latter: insolvency, bankruptcy, suspension and/or delay of payments, transfer of assets to creditors, appointment of a receiver, initiation of any insolvency procedure according to bankruptcy or similar laws,

reduction of guarantees, liquidation or dissolution, interruption of the operations of the company.

12. Applicable law and competent court

12.1 These General Conditions of Sale and, consequently, the sales contracts concluded between VieffeTrade and the Customers, including their interpretation and/or execution and/or resolution, are governed by Italian law, with the exclusion of conflict of laws rules. In particular, for anything not expressly regulated in these General Conditions of Sale, the provisions of the Italian Civil Code, Legislative Decree 9 April 2003 n. 70 on electronic commerce (where applicable) and, if the Customers are consumers, Legislative Decree 6 September 2005, n. 206 and subsequent amendments (Consumer Code) shall apply.

12.2 Any dispute relating to the validity, effectiveness, interpretation or execution of these General Conditions of Sale and the related sales contracts, if the Customer is a consumer (i.e. a natural person who purchases the products not for purposes related to his/her professional activity), will be of mandatory territorial jurisdiction of the judge of the place of residence or domicile of the Customer. In the event that the Customer is not a consumer or is resident or domiciled outside of Italian territory, the Court of Pordenone, Italy, will have exclusive jurisdiction. In the latter case, however, VieffeTrade will have the right to appeal to the Court of the place where the Customer has its registered office.

13. Complaints and Online Platform for Alternative Dispute Resolution (ODR)

13.1 Without prejudice to the provisions of the previous art. 12, VieffeTrade informs the Customer that, pursuant to EU Regulation no. 524/2013 and Legislative Decree no. 130 of 6 August 2015, an online platform for the resolution of ODR (“online dispute resolution”) disputes arising from the online purchase of goods has been established by the European Commission, accessible via the following link: <https://webgate.ec.europa.eu/odr>. VieffeTrade S.r.l. con Socio Unico does not adhere to any ADR body pursuant to articles 141-bis and following of the Consumer Code.

13.2 Without prejudice to the provisions of the previous articles 9 and 10.1, the Customer may send a complaint to VieffeTrade via one of the following channels:

- e-mail to the address info@vieffetrade.com;
- PEC to the address vieffetrade@pec.it;
- registered mail with return receipt to the following address: VieffeTrade S.r.l. con Socio Unico, Viale Europa 24/B – Z.I. Camol 33070 – Brugnera (PN) – Italia.

14. Changes to the General Conditions of Sale and General Clauses

14.1 VieffeTrade reserves the right to modify the Site and these General Conditions of Sale at any time to offer new Products or services, or to comply with legal or regulatory provisions. The Customer will be subject to the policies and terms of the General Conditions of Sale in force from time to time at the time he orders the Products from VieffeTrade, unless any changes are required by applicable law or by the competent authorities (in which case, they could also apply to Orders that the Customer has previously placed). Any changes and/or additions will be effective from the date of publication of the same on the Site and may be consulted at any time on the page of the Site dedicated to the General Conditions of Sale.

14.2 Failure to exercise any of the preceding provisions shall not imply a waiver of the same. Any nullity and/or invalidity of any of the preceding provisions shall not imply nullity and/or invalidity of the other provisions of the General Conditions of Sale, unless the same constituted an essential and determining reason for its conclusion. Any agreement in derogation of the preceding provisions, of whatever nature, shall be valid only if drawn up in written form.

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