

## **ALPEVISION SERVICE/SALES CONDITIONS**

Version 1.3 (Dec 2024)

### **Buyer Identification**

The User who has entered his/her data in the fields of the online registration form on our [www.alpevision.shop](http://www.alpevision.shop) websites and/or [www.alpevision.com](http://www.alpevision.com) declares that his/her data entered are truthful in relation to whether he/she is identified as User "A" as a Consumer and therefore in the sections dedicated to Consumers (Consumers), or as User "B" in the sections dedicated to Professional Users with a VAT number/(VAT number) in the purchase sections expressly dedicated not to the consumer line (But Professional). In general, called Buyer or User, in turn, whether it is "A" or "B".

### **Identification of the Seller**

The goods covered by these general conditions are offered for sale by the D.T.R.T. of Perin Alessandro and Perin Alessandro, founder of the business and owner and/or investee of the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) headquarters/branch in SCHIO (Vi), Italy, Via Ippolito Nievo, n. 19, Cap 36015, registered with the Chamber of Commerce of Vicenza (Vi), at n. 19, Tax Code PRNLSN77P26I531O, VAT number 04457870246, e-mail address [info@alpevision.com](mailto:info@alpevision.com) and certified e-mail [alexin@legalmail.it](mailto:alexin@legalmail.it), hereinafter referred to as the "Seller" and/or "Group".

### **Data**

The so-called "Terms of Sale" referred to in this Contract indicate, in clear and timely language, easy to understand, the terms and conditions to be applied to the purchase of consumer goods

through the Seller's Site(s), which is required to publish them in such a way that they are easily consultable.

You should read the Terms of Sale carefully before placing an order online on the Sites indicated above.

Following the approval of the Geoblocking Regulation (2018/302) - which prohibits unjustified geo-blocking and other forms of discrimination based on the nationality, place of residence or place of establishment of customers and sellers - commercial transactions concluded between entities based in different Member States (a very frequent condition in the field of e-commerce) cannot be overlooked. Businesses that carry out their activities towards consumers in other Member States, therefore, must also take into account any mandatory rules of contract law of consumers in the consumer's country of habitual residence, considering that these take precedence over these contractual provisions, pursuant to Article 6 of Regulation (EC) No. 593/2008 (see also Recital No. 7 of Directive No. 2019/771 on certain aspects of contracts of sale of goods).

When placing an order through the website, confirming that you have read and accepted the Terms of Sale, the User declares to unconditionally accept the conditions and the terms specified below. The use of the Site is subject to the "Terms of Use of the Site(s)", freely available in the "Terms of Sale" or "Sales conditions" section.

Capitalized terms used in these Terms of Sale shall be understood as defined below in the "Definitions" section of this document.

These Terms of Sale, together with the order confirmation, represent the contract for

the supply of consumer goods between Seller and Buyer as User "A" or "B" as identified above. No other conditions or terms shall apply.

The Seller may make changes to these Terms at any time. To the Buyer

it is, therefore, required to accept only the Conditions of Sale in force at the time of the

a copy of which will be made available to the Buyer in the Sales conditions section.

The Terms of Sale are also published on the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop)

website in order to allow them to be known, as well as stored and reproduced by the Buyer.

These recitals form an integral and substantial part of the Online Sales Contract between

Buyer and Seller.

## **1 Definitions**

1.1. The expression "Online Sales Agreement" means the purchase agreement

relating to the tangible movable property of the Seller, entered into between the Seller and the

Buyer in the context of a

distance sales system using telematic tools, organized by the Seller.

1.2. The expression "Buyer" means the person, identified above, who makes the purchase referred

to in this contract; in relation to whether he/she is identified as User "A" as a consumer and

therefore in the sections dedicated to Consumers (Consumers), or as User "B" in the sections

dedicated to Professional Users with a VAT number/(VAT number) in the purchase sections

expressly dedicated not to the consumer line.

1.3. The expression "Seller" means the subject, identified above, the natural person or who acts in the context of a commercial, industrial, craft, hobby or professional activity and offers the goods through the website of which he is the owner in whole or in part.

1.4. The expression "User" means the natural or legal person who has access to the Site (as defined below), including through the registration and account creation process as provided for in Article 3 below; both on the [www.alpevision.com](http://www.alpevision.com) website and on [www.alpevision.shop](http://www.alpevision.shop) or on both, including by promotional and/or invitation e-mail from the activities of Perin Alessandro, the D.T.R.T. of Perin Alessandro and/or related activities.

1.5. The term "Consumer User A" means any natural person who makes purchases for purposes unrelated to any entrepreneurial, commercial, artisanal or professional activity carried out and therefore purchases in the sections dedicated to Consumers. Or with the term "Consumer User B" in the sections dedicated to Professional Users "B" (Professional) with a VAT number/(VAT number) in the purchase sections expressly dedicated not to the Consumer line.

When the gadgets are the object of a gift, promotion or item by the Vendor as a refund to Users "A" or "B", they are not subject to sale, and are not subject to sale, they are in no case returnable and/or refundable.

'The Terms of Sale do not govern the supply of products by parties other than the Seller that are present on [www.alpevision.shop](http://www.alpevision.shop) and [www.alpevision.com](http://www.alpevision.com) through links, banners or other hyperlinks and/or promotional and/or confirmatory emails of the group.'.

1.6. The expression "Distance communication techniques" means any means which, without the physical and simultaneous presence of the Seller and the Buyer, can be used for the conclusion of the contract between those parties.

1.6. The term "Site" refers to the web pages of the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites .

## **2. Subject matter of the contract**

2.1. With this contract, respectively, the Seller sells and the Buyer A and/or B purchases remotely through telematic tools the tangible movable goods and/or services indicated and offered for sale on the sites: [www.alpevision.com](http://www.alpevision.com) and/or [www.alpevision.shop](http://www.alpevision.shop) .

2.2 The products referred to in the previous point are illustrated on the pages of the relevant sites and/or linked to each other.

## **3. Registration on the Site and exclusive methods of stipulating the contract:**

3.1. The creation of an account on the [www.alpevision.shop](http://www.alpevision.shop) website is free of charge, while on the [www.alpevision.com](http://www.alpevision.com) it is subject to a purchase by redirecting to a section of the [www.alpevision.shop](http://www.alpevision.shop) website as indicated in the conditions of sale below the registration form on the [www.alpevision.com](http://www.alpevision.com) website and in the subsequent confirmation e-mail that will be sent to the address indicated by the Buyer "User B" (Professional Buyer).

3.2. In the event that the User has already created a personal account, the User may access the services offered by the [www.alpevision.shop](http://www.alpevision.shop) Site by entering the authentication credentials of the account already in his/her possession in the login form.

3.3. To create an account by registering on the Site [www.alpevision.shop](http://www.alpevision.shop) User "A" or "B" must fill in a special form, which will indicate the mandatory and, if applicable, optional data, entering: name, surname, address, telephone number, e-mail address and password; at the end of this phase, User "A" or "B" must click on the "LOG IN" button. At the end of this procedure, the User will receive the so-called "Registration Credentials" (username and password) or an address with a purchase & registration link to the e-mail address indicated when filling in the form, which will be necessary for access to the purchase of the products offered on the Site [www.alpevision.shop](http://www.alpevision.shop) ; In certain circumstances, the website may remember your credentials and allow you to access the services again. To create an ALPEVISION Network Member account (Option reserved for Users "B") coming from the [www.alpevision.com](http://www.alpevision.com) site after filling in the appropriate form and following the link received with the confirmation email, User "B" (i.e. professional user) finalizes the contract with the purchase of one of the products and/or services indicated on the site [www.alpevision.shop](http://www.alpevision.shop) in a section dedicated to Members by electronic payment, authorizing the publication of their data on the map visible to anyone accessing the [www.alpevision.com](http://www.alpevision.com) .

3.4. In order to verify the existence of the minimum age required by law, payment is required with a means of payment owned by the same holder who has reported his User data "A" and/or "B". It is up to the Seller, without prejudice to legal obligations, to decide whether or not to proceed with the conclusion of the contract on the basis of the age of the Buyer and the nature of the purchase.

3.5. The creation of an account allows the User who intends to proceed with the purchase

of consumer goods through the Seller's website, to carry out directly through that website,  
between

the other, the following activities, of:

a) storage and modification of your personal data;

b) access to all information relating to orders;

c) management of their personal data and updating at any time;

d) use of dedicated services that may be activated from time to time (e.g. display

of one's "wish list"12, etc.);

e) creation of a point on the map visible on the [www.alpevision.com](http://www.alpevision.com) site with its data visible to all  
as a Member of the ALPEVISION Network, a function reserved for "B" Users.

3.6. The registered User, whether "A" or "B", guarantees that the information provided during the

registration procedure is complete, correct and truthful. The User undertakes to hold the Seller

and [www.alpevision.com](http://www.alpevision.com) as well as [www.alpevision.shop](http://www.alpevision.shop) and the Group harmless and indemnified

from any damage, compensation obligation and/or sanction deriving from or in any way connected

to the User's violation of the rules on registration on the Site or on the storage of Registration

Credentials. The User is therefore solely responsible for accessing the Site through his/her

Registration Credentials and is directly liable for any damage or prejudice caused to the Seller or

third parties such as the [www.alpevision.com](http://www.alpevision.com) , [www.alpevision.shop](http://www.alpevision.shop) and the Group from

improper use, loss, misappropriation by others or failure to protect adequate secrecy of his/her

registration credentials. All operations carried out through the Registration Credentials are considered to have been carried out by the User to whom they refer.

3.7. By registering on the site, the User agrees to receive communications from the Seller, aimed at to the execution of this contract. The User may request at any time not to receive further communications via e-mail, except for those relating to the individual purchase, while maintaining the possibility of accessing and using the Site.

3.8. The Seller reserves the right to refuse, at its sole discretion, the registration of a User "A" or "B" who is on the Site(s) and/or remove and/or delete it without notice.

3.9 The Vendor reserves the right not to accept orders, from whomsoever they come, that are abnormal in relation to the quantity of products purchased or the frequency of purchases made on the Site, as well as in relation to the improper or suspicious use of gift cards.

3.10. The User may cancel his/her registration at any time by filling in the form of appropriate form and the sending of a specific communication to the following e-mail address: [info@alpevision.com](mailto:info@alpevision.com) .

3.11. The contract between the Seller and the Buyer, even if arriving from [www.alpevision.com](http://www.alpevision.com) is concluded exclusively through the Internet through the Buyer's access to the [www.alpevision.shop](http://www.alpevision.shop) address where, following the procedures indicated, the Buyer will formalize the proposal for the purchase of the goods indicated in point 2.

3.12. In accordance with Legislative Decree no. 70 of 9 April 2003 on electronic commerce, the Supplier

informs the Buyer that:

a) in order to conclude the contract for the purchase of one or more services through the Site, the Buyer must

complete an order in electronic format and transmit it to the Supplier, electronically, following the instructions that will appear from time to time on the Site;

b) the Supplier sends the Buyer an e-mail confirming and summarizing the order as indicated on the product and/or on [www.alpevision.com](http://www.alpevision.com) for Users "B".

c) before proceeding with the transmission of the order, the Buyer may identify and correct any errors in entering data by following the instructions on the Site or modifying the order;

d) after the order has been submitted, the Purchaser may modify it by accessing the "I

and following the instructions that will appear on the Site, until it appears that

the order can no longer be changed; without prejudice, in any case, to the right of withdrawal referred to in the following

point 12.

3.13. The language available to the Buyer for the conclusion of the contract is English [or other language provided by the Supplier; Italian (Other languages displayed on the site may be provided by the automatic translator of the browser used, but are not part of our chosen communication language)]. The Customer Service is able to communicate in English and Italian.

#### **4. Conclusion and effectiveness of the contract**

4.1. The offer and sale of products through the Site constitute a distance contract governed by art. 45 et seq. of Legislative Decree no. 206 of 6 September 2005 ("Consumer Code") and Legislative Decree no.

70 of 9 April 2003, containing the regulation of electronic commerce.

4.2. For the purpose of concluding the contract, the Buyer shall provide for the exact completion of the form/form attached to the online electronic catalogue on the [www.alpevision.com](http://www.alpevision.com) and/or [www.alpevision.shop](http://www.alpevision.shop) website and the subsequent online submission of the form/form itself, always after viewing a printable order summary web page in which the details of the ordering party and the order are reported, with the product information sheet, the price of the product(s) purchased, shipping costs and any additional charges and additional costs, payment methods and terms, the address where the product will be delivered, the estimated delivery times which may be even longer than a month of waiting, the invitation to carefully read these Conditions of Sale and the "Sales conditions" on withdrawal and refunds.

4.3 Once the order summary page has been displayed, the User who intends to proceed with the purchase

by choosing the option of "Send Order" or by sending the order form/form, the Buyer acknowledges and declares that he has read all the information provided during the purchase procedure, as well as the additional information contained in the Site relating to the Privacy Policy, and that he fully and unconditionally accepts the Terms of Sale relating to the [www.alpevision.com](http://www.alpevision.com) site and/or [www.alpevision.shop](http://www.alpevision.shop).

4.4. The Seller reserves the right to refuse or cancel orders from the User.

4.5. The order will be stored in the Seller's database for the time necessary for execution of the same and, in any case, within the terms of the law; the Purchaser will also be able to access his order, by consulting the "My orders" section of the Site.

4.6. The Seller shall inform the Buyer of any impossibility of accepting the orders received within 48 (Forty-eight) hours from the working day following the day on which the Purchaser has placed the order and will refund any sums already paid for the payment of the supply.

4.7. When the Seller receives the order from the Buyer, it shall send the following information: an e-mail confirming and summarizing the order, which also contains the data referred to in the point 4.2.

4.8. By purchasing an ALPEVISION Network Member product from the area reserved for professional users, i.e. Users "B", User "B" accepts the conditions of membership of the ALPEVISION network and confirms that they have been viewed, read and understood on our [www.alpevision.com](http://www.alpevision.com) and subsequently approved by completing the purchase on [www.alpevision.shop](http://www.alpevision.shop) By accessing via the link contained in our confirmation email that you received with the link to the page dedicated to joining the ALPEVISION Network, you also accept the terms and conditions of sale of this website [www.alpevision.shop](http://www.alpevision.shop) relating to payments, shipping and returns. By joining the ALPEVISION network with this purchase, you also authorize the publication of your data on our sites and on [www.alpevision.com](http://www.alpevision.com) and you authorize us to include you in the network map visible to everyone on <http://www.alpevision.com/network-map/> whose address may change without notice within the [www.alpevision.com](http://www.alpevision.com) site (Indemnifying the Group, the D.T.R.T. of Perin Alessandro and Perin Alessandro from problems relating to the improper use of data by third parties and/or the reproduction of the map on other third party sites without our authorization). Please note that after registration it will take a few days or two weeks for verification before you see the data of User "B" published on the map. ALPEVISION and Perin Alessandro, as well as the D.T.R.T. of Perin Alessandro undertake to keep the site with the map on [www.alpevision.com](http://www.alpevision.com) active for the current calendar year (i.e. from 01 January to 31 December) and hope to be able to do so for much longer, the Seller as well as ALPEVISION and the D.T.R.T. of Perin Alessandro and Perin Alessandro therefore specify that the payment for his registration to the network is a one-off payment, it is not a subscription and that the User can cancel the subscription and publication whenever he wants by following the instructions that will be sent to him by e-mail, after cancellation the previously uploaded User data will be deleted in a few weeks;

user "B" will thus lose past and/or future promotions reserved for him, as well as visibility on the [www.alpevision.com](http://www.alpevision.com) Map.

4.9. The Buyer undertakes to verify the correctness of the data contained in the confirmation e-mail

of the order and to notify the Vendor within 24 (twenty-four) hours of receipt of the same

any corrections. If confirmation of the correctness of the data by the Buyer does not arrive

within the indicated term, the Vendor has the right to cancel the order. Possible

Increases in expenses caused by errors in the data not reported promptly will be borne by the  
of the Buyer.

4.10. The order number, generated by the system and communicated by the Vendor in relation to  
purchase, must be used by the Purchaser in any subsequent communication  
with the Seller.

## **5. Payment methods**

5.1. Any payment by the Buyer may only be made by means of one of the  
methods indicated in the purchase form/form.

5.2. All communications relating to payments take place on special third-party supplier platforms  
chosen by the Seller. The Seller assigns to these third-party platforms the storage of this

information with an additional level of security encryption and in compliance with the provisions of the current regulations on the protection of personal data.

5.3. For reasons of transaction security, the Seller reserves the right on certain occasions to request the sending of the details or a copy of an identity document of the holder of the Credit Card used by User "A" or "B", who, by registering and/or purchasing, gives approval to any such mandatory requests.

5.4. At the same time as sending the order confirmation and summary email, the amount corresponding to the product(s) purchased will be charged to the Purchaser. In the event that for any reason, the debit of the amounts due by the Buyer does not take place, the process of The sale is automatically eliminated and the sale is automatically canceled.

5.5. The Vendor will issue an e-mail with a purchase receipt of the product(s), sending it by e-mail to the holder of the order within 48 (Forty-eight) hours of the purchase itself and summary of the order or by making it available on the buyer's personal page. For issuance the information provided by the Buyer will be deemed to be the proof. No change in the data will be

possible after the receipt itself has been issued (or the invoice if requested by the Buyer).

5.6. Any refund to the Purchaser shall be credited to the Purchaser in the manner and within the time frame referred to in points 14.3, 14.4, 14.5 and 14.6 below.

## **6. Delivery times and methods**

6.1. The Vendor will deliver the selected and ordered product(s), in the manner chosen by the Buyer or indicated on the website at the time of offering the product, as well as confirmed in the e-mail referred to in point 4.7.

6.2. Shipping and delivery times may vary from the day of the order to a maximum 3024 working days from the confirmation of the same and are made known to the Buyer at the time of confirmation of the order. In the event that the Seller is unable to comply with these terms, but, in any case, within the terms indicated in the following point, or in the event that delivery is delayed or excessively burdensome for reasons attributable to the Buyer, timely notice will be given by e-mail to the Buyer.

6.3. The methods, delivery times and shipping costs are clearly indicated.

## **7. Product and pricing information.**

7.1. Each product shall be accompanied by an information sheet setting out the main information sheets of the product.  
on-screen features.

7.2. The visual representation of the products on the Site, where available, normally corresponds to the

the photographic image in digital format accompanying the descriptive sheet. The image has the

The sole purpose of presenting the products for sale and for this purpose is purely a digital representation of its characteristics.

7.3. All the selling prices of the products displayed and indicated on the website

[www.alpevision.shop](http://www.alpevision.shop) , shall be denominated in euros and constitute an offer to the public pursuant to

of art. 1336 of the Italian Civil Code.

7.4. The sales prices referred to in the previous point do not include VAT and any other taxes, transport, shipping and/or customs clearance costs, etc.

7.5. Shipping costs and any ancillary charges, if any, but not limited to

included in the purchase price are indicated and calculated in the purchase procedure before

of the Buyer's order submission and also contained in the summary

of the order placed with the exception of Parking, Storage, Demurrage, Detention and Storage costs relating to customs clearance and delays of the vehicles (whatever means) are always borne by the Buyer.

7.6. The prices indicated for each of the goods offered to the public are valid until

on the date indicated in the catalogue and/or on the website and may be changed at any time.

## **8. Product availability**

8.1. The Seller ensures through the electronic system used the processing and processing of the orders without delay.

8.2. The availability of the products is indicated [in real time] in the "Product Sheet" in which it is possible to

also indicated if they are possibly SOLD OUT or in any case not immediately available. If the products are available, the estimated shipping times must also be clearly indicated, which can go even beyond 31 days.

8.3. Should an order exceed the quantity existing in the warehouse, the Seller, by e-mail, will inform the Buyer if the product can no longer be booked or what the waiting time is to obtain the chosen product, asking whether he/she intends to confirm the order or not, with the application in the latter case of the provisions of point 8.8 below.

Except in the case where these elements qualify the choice made by the Buyer who, for example, has the possibility to choose between products indicated with a different color "of his choice".

It is possible to indicate a time frame for processing and processing the order with the consequent commitment of the Seller to respect it.

### *Best Practices:*

The availability of the products refers, in fact, to the actual availability at the time the Buyer places the order. Such availability must in any case be considered purely indicative because: a) the

products may be sold to other Buyers before the order is confirmed, as a result of the simultaneous presence of several users on the Site; b) a computer anomaly may occur such as to make it available for purchase

a product that is not actually available.

Where applicable, the Buyer may be allowed to accept an extension of the delivery terms, with indication by the Seller of the new delivery term of the restocked product or if a restocking of the product is not possible, the supply of a different product, of equivalent or greater value, subject to payment, in the latter case, of the difference, and subject to the express acceptance of the Buyer.

8.4. The Seller's computer system confirms as soon as possible that the

registration of the order by sending the Buyer a confirmation by e-mail.

8.5. In the case of orders concerning a plurality of products (so-called "Multiple Order"), if

if the unavailability concerns only some of the products covered by the Multiple Order, the Vendor will notify

immediately the Buyer by e-mail and the latter will then be entitled to terminate the

the contract, limited to the product(s) that are not available (or have become unavailable)

available).

8.6. In any case, the right to compensation for damages is reserved.

8.7. In the event that the purchase contract concerning the product(s) is terminated as a result of unavailability of the product(s), limited to this product(s), we will proceed, in accordance with the terms set out in

point 8.8 below, to the refund, if it has already been paid, of the amount due in

in relation to such product(s), including delivery charges, and any additional costs payable in relation specifically to such product(s).

8.8. In the event that the Buyer does not confirm the order and payment has already been made of the total amount due, including any other additional costs, the Vendor will refund the total amount due without undue delay and, in any event, by Deadline of 14 (fourteen) working days from the submission of the order. The refund amount will be communicated to the Buyer by e-mail.

## **9. Seller's Liability**

9.1. The Seller assumes no responsibility for inefficiencies attributable to force if it is unable to execute the order within the time frame set out in the contract.

9.2. The Seller shall not be liable to the Buyer, except in the case of wilful misconduct or negligence serious, for inefficiencies or malfunctions related to the use of the Internet network by him and/or related third parties used outside his control.

9.3. The Seller shall also not be liable for any damages, losses and costs incurred by the Purchaser as a result of the non-performance of the contract for reasons not attributable to him,

without prejudice to the Purchaser's right to a full refund of the price paid, and any ancillary charges incurred, except in cases where the Buyers "A" have purchased in the sections dedicated to the Buyers Users "B" and vice versa so that in these cases refunds, returns and replacements will not be due by the Seller.

9.4. The Seller does not assume responsibility in the event of any fraudulent or illicit use that may be made by third parties, of credit cards, cheques and other means of payment, at the time of payment for the products purchased, if it demonstrates that it has adopted all possible precautions based on the best science and experience of the moment and on the basis of ordinary diligence, in full compliance with the regulations in force at the time of purchase.

9.5. Under no circumstances may the Client be held responsible for delays or misunderstandings in the

payment if it proves that it has made the payment within the time and manner indicated by the Seller,

except in the event of non-delivery or delayed delivery for reasons attributable to him or in any case

independent of the Seller's responsibility.

## **10. Legal guarantee of conformity and service methods**

10.1 Who it applies to

[OPTION A]

All products offered through the Site are covered by the legal guarantee of conformity provided for by the

Arts. 128-135 of the Consumer Code (so-called "Legal Warranty") for "A" Users.

[OPTION B]

The Legal Warranty, provided for in the previous point, is not reserved for Buyers who have made the purchase on the Site as "B" Users or as professional users.

The determination of the object of the warranty and the duration are up to the person offering it, pursuant to Article 133 of the Consumer Code, having greater discretion than that provided for the legal warranty.

In order to take advantage of the Legal Warranty, the Buyer must therefore first provide proof of purchase and delivery of the product.  
Consumer Code).

The conventional guarantee shall not affect the rights granted by the statutory guarantee expressed in the various points of this contract and shall be valid throughout the territory of the European Economic Area.'

#### 10.4. Remedies available to the Buyer

10.4.1. In the event of a lack of conformity duly reported within the deadline, the Buyer is entitled, primarily, to repair or replace the product free of charge, unless the remedy required is objectively impossible or excessively burdensome compared to the other.

10.4.2. The request must be sent in writing by certified e-mail to the Seller, who will indicate his willingness to process the request, or the reasons that prevent him from doing so, within 7 (seven) working days of receipt. In the same communication, if the Seller has accepted the Buyer's request, it must indicate the methods of shipping or returning the product as well as the deadline for the return or replacement of the defective product.

10.4.3. Secondly, if repair and replacement are impossible or excessively expensive (pursuant to Article 130, paragraph 4, of the Consumer Code), or the Seller has not repaired or replaced the product within the term referred to in the previous point, the Buyer may request a reduction in the price or termination of the contract.

The Buyer may request a reduction in the price or the termination of the contract even in the event of a

where the replacement or repair previously carried out has resulted in significant inconvenience to the Buyer.

10.4.4. If the Seller has accepted the Buyer's request, it shall indicate the reduction of the price or the methods of returning the defective product. It will be a burden of the Purchaser indicate the methods for the re-crediting of the sums previously paid to the Salesperson.

10.4.5. The remedy sought is excessively onerous if it imposes unreasonable expenses on the Seller in alternative remedies that may be tried, taking into account (I) the value that the product would have if there were no lack of conformity; (II) the extent of the lack of conformity; (III) the possibility that the alternative remedy can be exercised without significant inconvenience to the Buyer.

10.5. What to do in the event of a lack of conformity

10.5.1. In the event that a product purchased on the Site, during the period of validity of the

Legal Warranty, manifests what may be a lack of conformity, the Buyer may contact Customer Service at the addresses indicated in point 16 below.

10.5.2. The Seller shall promptly respond to the communication of the alleged lack of conformity and shall indicate to the Buyer the specific procedure to be followed, also taking into account the product category to which the product belongs and/or the defect reported.

## **11. Obligations of the Buyer**

11.1. The Buyer undertakes to pay the price of the purchased product within the times and methods indicated from the contract.

11.2. The Purchaser undertakes, once the online purchase procedure has been completed, to provide for the printing and keeping this contract if you have received a copy.

11.3. The information contained in this contract is considered to have been read and accepted by the Purchaser, who acknowledges it, as this step is made mandatory before the Confirmation of purchase.

## **12. Right of withdrawal**

12.1. The Buyer

[Option A] User "A", also known as a Consumer, who is a Consumer, has the right to withdraw.

12.2. The "Withdrawal Period" expires 14 (fourteen) days after the date of the order in question for Users "A".

12.3. To exercise the right of withdrawal, the Buyer must inform the Seller, prior to the expiry of the "Withdrawal Period" of your decision to withdraw. To this end, the Purchaser may write to [resi@alpevision.shop](mailto:resi@alpevision.shop) and in the event of withdrawal from the network to: [unsubscribe@alpevision.com](mailto:unsubscribe@alpevision.com) with the simple wording in question UNSUSCRIBE sent by the email with which he or she registered and reporting in the text of the email the same data entered for registration. Verification and cancellation times may take up to 31 days from receipt of the email.

12.4. The Buyer has exercised its right of withdrawal within the "Withdrawal Period" if the communication regarding the exercise of the right of withdrawal is sent before the expiry of the "Withdrawal Period". In the event that the Buyer makes use of the "Declaration of Withdrawal", he or she

asks to indicate the order number, the product(s) for which he/she intends to exercise the right and its address. Since the burden of proof relating to the exercise of the right of withdrawal before the expiry of the withdrawal period is incumbent on the Buyer User "A", it is in the interest of Buyer use a durable medium when communicating to the Seller its recess.

12.5 The "Standard Withdrawal Form" or the "Declaration of Withdrawal" must be sent to the following [unsubscribe@alpevision.shop](mailto:unsubscribe@alpevision.shop) and/or [unsubscribe@alpevision.com](mailto:unsubscribe@alpevision.com) address.

Alternatively, the Buyer may notify the Seller by certified email to the address [alexin@legalmail.it](mailto:alexin@legalmail.it).

12.6. For the purposes of exercising the right of withdrawal, the sending of the communication may validly

be replaced by the return of the purchased product (see point 14 below), provided that in the same terms. The date of delivery to the post office or the forwarding agent.

12.7. Upon receipt of the communication by which the Buyer communicates the exercise of the Right of withdrawal, the parties to this contract are released from their mutual obligations.

### **13. Exclusion of the right of withdrawal**

13.1. The Right of Withdrawal is excluded in the cases referred to in art. 59 of the Consumer Code and in especially in those relating to:

(a) the supply of goods the price of which is linked to fluctuations in the market

financial that the Seller is unable to control and which may occur during the

withdrawal period;

b) the supply of goods packaged and/or made specifically and/or custom-made or clearly customised with the Group's brands and logos;

13.2. In the event that, in one of the legal cases, the right of withdrawal does not find

application, specific and express communication of this exclusion will be given in the "Form

Product" and, in any case, during the purchase process, before the Buyer proceeds with the

transmission of the order.

### **14. Return of goods and times and methods of reimbursement**

14.1. Buyer User "A" who intends to exercise his right of withdrawal must also return the product to the Seller, using a carrier of his choice and at his own expense, without undue delay and in any case within 14 (fourteen) calendar days from the date of purchase to the Seller of his decision to withdraw. The deadline is met, if the Buyer sends the product back before the expiry of the 14 (fourteen) day period. The product, suitably packaged, must be sent to the following address:

recipient PERIN ALESSANDRO, Via IPPOLITO NIEVO 19 36015 SCHIO (VI) The direct costs of returning the product(s) to the Seller are borne by the Buyer.

14.2. In the case of products that by their nature cannot normally be returned by mail, the "Standard Instructions on Withdrawal" will indicate the cost of returning these products by a specific carrier, together with the indication of that carrier. The "Standard Instructions on Withdrawal", containing information on the exercise of the right of withdrawal, are made available of the Buyer through the Site before the conclusion of the contract and reported in the confirmation of order. The return of the product to the Vendor is made under the responsibility and at the expense of the Seller.

Of the Buyer.

14.3. If the Buyer withdraws from the contract, the Seller shall proceed with the refund of the total amount

due paid by the Buyer for the product, including delivery costs, without undue delay and in any event no later than 14 (fourteen) calendar days from the day on which the Seller was informed of the decision of the Buyer User "A" to withdraw from the contract provided that the Seller has received and verified that the returned goods have not been used, ruined, dirty.

14.4. The refund will be made using the same means of payment used by the Buyer for the initial transaction, unless the Buyer has expressly agreed otherwise. In any case, the Buyer will not incur any additional costs.

14.5. The Seller may reserve the right to withhold the refund until it has received the goods, or until the Buyer has proven that he has sent them back, depending on the situation test first.

14.6. The Buyer is responsible for the decrease in the value of the product resulting from its handling other than that necessary to establish its nature, characteristics and operation. The product must in any case be stored, handled and inspected with the normal diligence and returned intact, complete in all its parts, in perfect working order, accompanied by all accessories and leaflets, with the labels, if present, still attached to the product, as well as perfectly suitable for the use for which it is intended.

## **15. Causes of termination**

15.1. The obligations referred to in point 11.1, assumed by the Buyer, as well as the guarantee of the successful completion of the payment that the Buyer makes by the means referred to in point 5.1, and also the exact fulfilment of the obligations assumed by the Seller under this contract, shall have the character of essential, so that by express agreement, the non-performance of only one of these obligations, where not determined by fortuitous circumstances or force majeure, will result in the termination of the contract pursuant to Article 1456 of the Italian Civil Code, without the need for a judicial ruling.

15.2. In the event that the Buyer does not pay the total amount due, the Seller will send him an e-mail; email in which he will invite him to pay the total amount due within 10 (ten) days, with a warning that, after this term has elapsed unnecessarily, the contract will be considered terminated by law. The Seller reserves the right to block the purchase functions from the Site by defaulting users, by giving notice in the manner indicated above.

## **16. Communications and complaints**

16.1. Official written communications to the Seller, requests for

assistance and any complaints will be considered valid only if sent by certified email to the following address [alexin@legalmail.it](mailto:alexin@legalmail.it) which can be changed with these conditions at any time, therefore please check the address before sending it.

16.2. The Buyer indicates in the registration form his/her residence or domicile, the number

telephone number or the e-mail address to which you would like the communications of the Salesperson.

**WARNING:** The D.T.R.T. of Perin Alessandro, Perin Alessandro and the related [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites of the Group and related will never ask for your access credentials via email and/or messages, therefore they invite you to be wary of any e-mail message that asks you to reveal passwords, one-time passwords (OTPs) to access the account to verify it.

## **17. Method of filing the contract**

17.1. Pursuant to art. 12 of Legislative Decree no. 70/2003, the Seller informs the Buyer that each order

sent is stored in digital and/or paper form on servers and archives that may be at the Seller's headquarters and/or at related third parties who offer adequate services according to confidentiality and security criteria.

## **18. Applicable law and reference**

18.1. This contract concluded through the Site is governed by Italian law.

18.2. For anything not expressly provided herein, the legal provisions applicable to the relationships and cases provided for in this contract shall apply, and in particular art. 5 of the Convention of Rome in 1980.

18.3. This is without prejudice to the application to the Consumer Buyer - who does not have his/her residence

habitual in Italy - of any more favourable and mandatory provisions provided for by law of the country in which you have your habitual residence, in particular in relation to the deadline for returning the products, the deadline for exercising the right of withdrawal and the methods and formalities of communicating the same, the deadline for returning the products, the guarantees of conformity and the methods of assistance.

18.4. The Buyer who resides in a member state of the European Union other than Italy, may, in addition, for any dispute relating to the application, execution and interpretation of these General Terms and Conditions of Sale, access to the European procedure established for small claims, by Council Regulation (EC) No. 861/2007 of 11 July 2007<sup>49</sup>, to provided that the value of the dispute does not exceed, excluding interest, fees and expenses, € 1,000.00 (€ 1,000/00).

## **19. Dispute resolution**

19.1 All disputes arising out of this Agreement shall be referred to an attempt to conciliation through the Mediation Body of the Chamber of Commerce of Vicenza (VI) and resolved according to the Conciliation Regulations adopted by the same.

19.2. If the Buyer is a Consumer and in the event that the legal conditions are met, it is also possible to resort to the alternative dispute resolution bodies referred to in art. 141-ter and 141-decies of the Consumer Code.

19.3. Pursuant to Regulation (EU) 524/2013, for the resolution of disputes concerning the online purchase of products and services, specifically dedicated to disputes between Consumers and

professionals, the so-called ODR (Online Dispute Resolution) procedure is available, which can be initiated by submitting a specific complaint through the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=IT> (Link that does not depend on the Seller and may be subject to change and variation).

19.4. If the Parties intend to appeal to the ordinary Judicial Authority, the competent Court is the of the place of residence or elective domicile of the Purchaser. This Forum is mandatory pursuant to

of art. 33, paragraph 2, letter u) of the Consumer Code, if the Purchaser is a Consumer.

## **20. Intellectual Property Rights**

20.1. All contents, in any format, published on the [www.alpevision.shop](http://www.alpevision.shop) and [www.alpevision.com](http://www.alpevision.com) Site , including web pages, graphics, colors, schemes, tools, fonts and design of the website, diagrams, layout, methods, processes, functions and software that are part of the Site, are protected by copyright and any other intellectual property right belonging to the Seller and any other rights holders. The reproduction, in whole or in part, in any form, of the before mentioned Sites and their contents is prohibited without the express written consent of the Seller. The Seller

has the exclusive right to authorize or prohibit the direct or indirect, temporary or permanent reproduction, in any way or form, in whole or in part, of the Site and its contents.

20.2. With regard to the use of the Site, the Buyer is only authorized to:

- a) view the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites and their contents;
- b) to carry out all those other temporary acts of reproduction, without any economic significance of their own, which are considered transitory or ancillary, an integral and essential part of the very display of the site and its contents;
- c) all other browsing operations on the Site that are carried out only for legitimate use of the itself and its contents.

20.3. The Seller guarantees the authenticity of the products offered for sale on the Websites of which it is the owner of the brand(s) offered for sale on the Websites.

20.4. The Seller's trademark, as well as all figurative and non-figurative trademarks and more all other trademarks, illustrations, images and logos on the Seller's products, on the related accessories and/or packaging, whether registered or not, are and remain of Seller's sole property. The total or partial reproduction, modification or use of said trademarks, illustrations, images and logos, for any reason and on any medium, without the Seller's prior express agreement are absolutely prohibited. This clause is not

applicable to the private use of products purchased through the Site. It is also forbidden for third parties other than Perin Alessandro and its Group, to combine the before mentioned trademarks with other trademarks, symbols, logos and, more generally, any distinctive sign suitable for creating a composite logo.

## **21. Modification and updating**

21.1. These General Terms and Conditions of Sale are amended from time to time by the Seller also in consideration of any regulatory changes. The new General Terms and Conditions of Sale will be effective from the date of publication on the Site.

### **I ACCEPT THE GENERAL TERMS AND CONDITIONS**

THE CUSTOMER IS INVITED, BEFORE SENDING THE ORDER, TO READ CAREFULLY THE GENERAL TERMS AND CONDITIONS OF SALE AS ABOVE IDENTIFIED AND THE INFORMATION CONTAINED THEREIN AND TO PRINT OR SAVE THEM ON ANOTHER DURABLE MEDIUM ACCESSIBLE TO HIM.

You declare that you have read the above clauses and conditions, and in particular the conditions referred to in points 6. (Delivery times and methods), 9. (Responsibility of the Seller), 11. (Obligations of the Buyer), 14 (Return of the goods and times and methods of reimbursement), 15. (Causes of termination), 19. (Dispute settlement), the clauses of which - reread

and approved - are accepted by the Purchaser for all consequent purposes, and in particular pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code.

BY PURCHASING, WHETHER USER "A" OR "B", DECLARES THAT HE HAS READ AND APPROVED THE CLAUSES INDICATED ABOVE.

USES OF CONTRACTS FOR THE SUPPLY OF GOODS AND/OR SERVICES CONCLUDED ONLINE  
BETWEEN

SELLER AND BUYER

#### Information obligations

The Seller makes available and keeps up to date the data required by law, making them at the same time, that is, easily accessible, in a direct, unitary and permanent way.

The Buyer must be able to print out the general terms and conditions.

#### General Terms and Conditions.

The Buyer is allowed direct and permanent access to the general terms and conditions of the contract without having to undertake the order process.

#### Order form.

The Buyer fills in the mandatory fields of the order form.

Before the order is sent, all the data required by law are summarized in a single form.

#### Order confirmation.

The Seller acknowledges to the Buyer the receipt of the order, by e-mail or other means proposed by the Seller and accepted by the Buyer.

The confirmation contains the following information: a) identification/contact details of the payer and of ordination; b) identification/information sheet of the products ordered and quantities; c) unit and total prices; d) costs for delivery; e) any ancillary costs and charges to be borne by the Purchaser f) payment methods and terms; g) the delivery address indicated by the Buyer; h) expected delivery times; i) the invitation to carefully read the General Terms and Conditions of Contract.

When the right of withdrawal exists, the Seller indicates the methods and times for exercising the right and invites you to carefully read the "Model Instructions" on withdrawal.

Method and place of delivery.

The delivery of tangible goods takes place off-line, according to the method chosen by the Buyer from those offered by the Seller.

The delivery of intangible goods (or services) takes place mainly online or via the network.

Delivery is made to the Buyer's address or, where applicable, to a different address indicated by the Buyer.

Order status.

The Buyer, where applicable, can check the status of his order and/or shipment online.

Name by way of example.

## **22 Payment methods.**

The Seller specifies which means and methods of payment are accepted and whether it is a payment in advance of the delivery of the product.

In the case of online payment by credit card, the accepted credit cards are indicated.

In the case of payment by bank transfer, the bank details are indicated.

In the case of payment by postal current account, the Buyer may be asked to send/transmit the payment receipt.

In the case of payment by cash on delivery, the Buyer is responsible for the costs of the transaction.

Safety procedures.

The Seller informs the Buyer of the security procedures adopted for online transactions and on the use of security systems in the online environment by other parties connected to it.

The Vendor highlights, with appropriate symbols, the security of the connection.

Service Limitations.

The Seller specifies in advance any limitations of the Assistance service.

The Seller provides the Buyer with a direct contact (telephone number/certified email/e-mail address) to which complaints or requests for assistance can be addressed.

Personal data processing.

The Seller collects the Buyer's personal data and indicates the rules to which it complies for the processing of the same.

Certifications, Codes of Conduct and Trademarks: ALPEVISION, AL. PE. VISION and SKYCONNECTION Logo(s).

Websites adhering to codes of conduct contain the logo or distinctive sign that certifies adherence to them.

Websites for which a certification has been obtained display the distinctive sign.

The Buyer is placed in a position to find information relating to both the code of conduct and the certification, if any.

## **23 Divergence from the Italian version**

These General Terms and Conditions of Service/Sale are an English translation of the original Italian version available here: <https://www.alpevision.shop/sales-conditions/> and on by clicking on the "Download Italian version" button. While for the website [www.alpevision.com](http://www.alpevision.com) there are terms of service that can be downloaded in the download area in both Italian and English.

The English version is provided solely for convenience purposes and, in the event of any discrepancies or conflicts of interpretation between the English translation and the original Italian document, the original Italian document shall prevail and shall be the only binding version.

Please note that this translation is provided as a courtesy, and while efforts have been made to ensure its accuracy, there may be discrepancies or errors. Therefore, for any legal or official purpose, you should refer to the original Italian version of the document.

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## **GLOSSARY**

**Account:** Account, subscription to access some services offered by a provider.

**Banner:** A banner is a line item used on the web. It can be imagined as the equivalent of a traditional poster.

**Email:** E-mail: Messages, text, and images sent over a computer network.

**E-commerce (e-commerce):** The definitional aspect is left to the law and, in particular, to Directive 2000/31/EC and Legislative Decree 70/2003, from which it can be deduced that the contract for the supply of goods and services online is the distance contract, having as its object movable goods

and/or services, stipulated as part of a distance sales system organized by the Seller who, for such a contract, you use only one or more distance communication techniques until the conclusion of the contract, including the conclusion itself.

FAQ: An acronym for "Frequently Asked Questions".

File: A collection of information stored on a magnetic or optical disc and identified by a name.

It is the fundamental unit of data storage in computers connected to the Internet.

Home Page: Entry screen to a site.

Internet: It is an agglomeration of telematic networks connected to each other. In turn, telematic networks connect several computers to each other, through telephone cables, optical fibers, radio links, satellites, etc.

Link: Hyperlink that allows you to connect different Internet pages.

Off-line: Indicates the state of data that cannot be transmitted to the network.

On-line: Indicates the state of transmissibility of the data on the network.

Password: A keyword that constitutes confidential information of the User, required to allow access in a way that ensures confidentiality and security.

Network: See Internet.

ODR: Online Dispute Resolution.

Website: The set of several web pages, which are accessed through an address.

Spamming: Dissemination via the Internet of messages, usually advertising, unsolicited, to e-mail boxes or in forums.

Username: Name that identifies a User.

Web (World Wide Web): System that allows you to access documents of various types on the Internet, even moving from one to the other via links. The term also indicates all the resources accessible through this system.

Whish list: A special function of e-commerce that allows the User to create a personalized list of "desired" products for which he intends to proceed with the purchase.

**END**