

# Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the web site [www.terradyva.it](http://www.terradyva.it) that provides prodotti alimentari e cosmetici is offered to the users.

## 1. Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, shall have the meaning indicated below:

- **Owner:** Vincenzo Lobascio, via Orto Borrelli 21 A, 76013, Minervino Murge (BT), LBSVCN88C16L738Y, VAT number 07577950723
- **Application:** the web site [www.terradyva.it](http://www.terradyva.it)
- **Products:**
  - **Tangible goods:** tangible movable goods, including any tangible goods with digital elements, sold by the Owner
- **User:** any person who accesses and uses the Application
- **Consumer User:** the natural person who enters into a contract for purposes which are not related to his trade, business or profession
- **Non-Consumer User:** the natural person of legal age or legal person who enters into a contract for the performance or for the needs of his trade, business or profession
- **Conditions:** this contract which governs the relationship between the Owner and the Users as well as the sale or supply of the Products offered by the Owner through the Application.

## 2. Detailed information on the Application's offer

The Application provides Users olio extravergine d'oliva biologico, mandorle biologiche, tarallini con farina di mandorle, condimenti a base di olio extravergine d'oliva biologico, sapone artigianale con olio extravergine d'oliva.

## 3. Scope of the Conditions

The use of the Application implies full acceptance of the Conditions by the User. Should the User not accept the Conditions and / or any other note, legal notice, information published or referred to therein, the User shall not use the Application or the services related.

The Owner may amend the Conditions at any time.

The applicable Conditions are those in force on the date of transmission of the purchase order or request for the supply of a Product.

Before using the Application, the User is required to read the Conditions carefully save or print them for future reference.

The Owner reserves the right to change, at his own discretion and at any time, the graphic interface of the Application, the Contents and their organisation, as well as any other feature that characterises the functionality and management of the Application, communicating to the User the relative instructions, when necessary.

## 4. Purchase or delivery request through the Application

All Products offered through the Application are described in detail in the relevant product pages (quality, features, availability, price, delivery method, times and expenses, accessory charges, etc.). Some errors, inaccuracies or small differences between what is published in the Application and the Product may occur. Furthermore, the images of the Products shall be considered as a mere representation and do not constitute a contractual element.

Purchases and / or delivery requests of one or more Products through the Application are permitted both to Consumer Users and to Non-Consumer Users.

Purchases and / or delivery requests are permitted only to natural persons of legal age. For minors, any purchase and / or request for the supply of Products through the Application shall be examined and authorised by the parents or those exercising parental authority.

The offer of Products through the Application shall be deemed as an invitation to prepare an offer and the order sent by the User as contractual purchase proposal and / or a delivery request, subject to the confirmation and / or the acceptance of the Owner as described below. Therefore, the Owner has the right to accept or refuse the User's order or delivery request at its discretion. Accordingly, the User is not entitled to complain about the Owner's decision for any reason.

The contract of sale or provision of the Products is deemed to be concluded with the Owner's acceptance of the User's contractual purchase proposal or delivery request. The Owner shall inform the User of the acceptance by sending an order confirmation to the e-mail address indicated by the User or by displaying a web order confirmation page. The confirmation shall contain the date of the order, User's data, the characteristics of the Product and the information on its availability, the price or the manner in which the price is to be calculated, further charges and / or taxes, if any, delivery address, delivery times and costs, if any, the

procedures for exercising the right to withdrawal or its possible exclusion and the guarantee.

The contract of sale or supply of the Products is not effective between the parties in absence of what is indicated in the preceding paragraph.

In the event that the Product is not available, the Owner shall inform the User the new terms of delivery and ask if the User intends to confirm the order. It is understood that the contract shall be deemed as concluded only with reference to the Products accepted by the Owner.

The User shall verify the correctness of the data reported in the order confirmation and immediately notify the Owner of any errors. The User shall keep a copy of the order, of the confirmation and of the Conditions.

## 5. **Prices and payments**

For each Product the price including VAT, if due is indicated. If the price cannot be calculated in advance, due to the nature of the Product, the methods for calculating the price shall be indicated.

Furthermore, all possible taxes, additional costs and delivery costs which may vary depending on the destination, the chosen delivery method and / or the payment method used shall be indicated. If these expense items cannot reasonably be calculated in advance, there shall be an indication of which expenses to be charged to the User.

The Owner reserves the right to change the price of the Products as well as any additional costs at any time. It is understood that price changes shall in no case affect the contracts already concluded before such change.

The User undertakes to pay the price of the Product within the times with and methods indicated in the Application and to communicate the information requested.

The Application uses third-party tools for processing payments and does not enter in any way into contact with the payment data provided (number of credit cards, name of the holder, password, etc.).

Should these third party tools deny payment authorisation, the Owner shall not provide the Products and cannot be held responsible in any way.

## 6. **Billing**

The User who intended to receive the invoice for the payment shall provide the Owner with the billing information. In this case, the User declares that the information provided is true and releases the Owner from any liability in this regard.

## 7. **Material Products' delivery methods**

The material products and / or digital goods supplied on a material support shall be delivered to the address indicated by the User, in the manner and at the time chosen or indicated in the Application and reported in the order confirmation. Unless otherwise specified, the delivery terms specified in the order confirmation shall provide the period of time usually required to deliver the Product from the moment the courier takes charge.

In the event that it is not possible to provide the Products requested, a prompt notice shall be given to the User via e-mail, indicating the expected time of delivery or the reasons that make the delivery not possible.

If the User does not intend to accept the new term or the delivery has become impossible, he can request a refund of the amount paid, which shall be paid promptly with the payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of the refund request.

Upon receipt of the Product, the User is required to verify its compliance with the order as well as the integrity of the packaging. In case of evident damage to the packaging and / or to the Product, the User can refuse the delivery of the Product and may return it without any charge. Once the delivery document has been signed, the User cannot make any objection to the external characteristics of the Products delivered.

The Owner is not liable for damages losses and costs incurred as a result of the failure to execute the contract due to force majeure.

## 8. **Exclusion of the right to withdrawal of Non-Consumer Users**

The Non-Consumer User is not entitled to withdraw from the contract of sale or delivery of the Products. The User expressly acknowledges that the indication in the order of a VAT identification number qualifies him as a Non-Consumer User.

## 9. **Exclusion of the right to withdrawal of the Consumer User**

The right to withdrawal from the contract of sale or supply of the Products by the Consumer User is excluded relatively:

- to the supply of sealed Products, which have been unsealed by the Consumer and are not then suitable for return due to health protection or hygiene reasons

For more information, the User shall contact the Owner at the e-mail address [info@terradiva.it](mailto:info@terradiva.it).

## 10. **Material Products' guarantee for Non-Consumer Users**

With regard to Material Products, Non-Consumer Users are subject to the guarantees for defects of the thing sold, the guarantee for defects of promised and essential quality and the other guarantees provided for by the Italian Civil Code (Sections 1490 and following of the Italian Civil Code).

#### 11. **Material Products' guarantee of conformity for Consumer Users**

Consumer Users are ensured the guarantee of conformity, provided for by articles 129 and following of the Consumer Code, for all tangible Products sold through the Application, except for the exclusion cases hypotheses provided for in article 128 of the Consumer Code.

The Owner is liable responsible towards to the Consumer User for any lack of conformity that occurs within two years of delivery. During the first year, the Consumer User is not required to prove that the defect existed at the time of delivery as it is assumed that it already existed on that date, unless such presumption this hypothesis is incompatible with the nature of the Material Product or with the nature of the nature the lack of conformity.

If the Consumer User intends to take advantage of the remedies provided for by the guarantee of conformity, he must send a written communication to the e-mail address [info@terradyva.it](mailto:info@terradyva.it).

The Owner shall will promptly reply and indicate to the Consumer User the procedure to follow.

For anything not provided for in this clause, articles 128 to 135-septies of the Consumer Code and the articles of the Italian civil code on the formation, validity and effectiveness of contracts, including the consequences of termination of the contract and the right to compensation for damage.

#### 12. **Content sent by the Users**

The User can upload Content on the Application, provided that it is not illegal (e.g. obscene, intimidating, defamatory, pornographic, abusive or for any reason illegal or in violation of privacy, the intellectual and / or industrial property rights of the Owner and / or third parties), misleading, or is not otherwise harmful to the Owner and / or third parties or contains viruses, political propaganda, commercial solicitation, mass e-mail or any other form of spamming. In the event of a dispute by a third party regarding any announcement or conduct related to it, the User assumes full liability and undertakes to hold the Holder harmless from any damage, loss or expense.

The User guarantees that the Contents are sent to the Application through his account from a natural person of legal age. For natural persons under legal age, the sending of Contents must be examined and authorised by the parents or by those exercising parental authority.

The User is the sole and exclusive responsible for the use of the Application with regard to the publication, consultation, management of the Content and contact between Users and is therefore the sole guarantor and responsible for the correctness, completeness and lawfulness of the Contents and its own behaviour.

It is forbidden to use an e-mail address that is not owned by the User, to use the personal data and credentials of another User in order to use his identity, or in any other way to declare false information about the origin of the Contents.

The Owner is unable to ensure timely control over the Content received and reserves the right at any time to cancel, move or modify the Content, which, at its discretion, appears to be illegal, abusive, defamatory, obscene or prejudicial to the right to author and trademarks or in any case unacceptable.

Users grant the Owner a non-exclusive right of use on the Content sent, without limitations of geographical areas. The Owner may therefore, directly or through trusted third parties, use, modify, copy, transmit, extract, publish, distribute, publicly perform, disseminate, create derivative works, host, index, store, note, encode, modify and adapt (including without limitation the right to adapt for transmission in any form of communication) in any form, any Content (including images, messages, including audio and video) that should be sent by the User, including through third parties.

The Content sent will not be returned and the Owner will not be liable towards Users for the loss, modification or destruction of the transmitted Content.

It is expressly forbidden, unless explicitly authorised by the Owner: i) the use of automatic announcement uploading systems, except those expressly authorised, ii) serial publication and / or management of advertisements for third parties by any means or method, iii) resell the Owner's services to third parties.

#### 13. **Industrial and intellectual property rights**

The Owner declares to be the owner and / or licensee of all intellectual property rights relating to and / or relating to the Application and / or the Content available on the Application. Therefore, all the trademarks, figurative or word and all other signs, commercial names, service marks, word marks, commercial names, illustrations, images, logos, contents relating to the Application are and remain the property of the Owner or its licensees and are protected by the laws in force on the trademarks and by the relative international treaties.

The Conditions do not grant the User any license for use relating to individual contents and / or materials available therein, unless otherwise regulated.

Any reproductions in any form of the explanatory texts and the Contents of the Application, if not authorised, will be considered violations of the intellectual and industrial property right of the Owner.

#### 14. Exclusion of warranty

The Application is provided "as is" and "as available" and the Owner does not provide any explicit or implicit guarantee in relation to the Application, nor does it provide any guarantee that the Application will satisfy the needs of the Users or that it will not have never interrupt or be error-free or free of viruses or bugs.

The Owner will endeavour to ensure that the Application is available continuously 24 hours a day, but cannot in any way be held responsible if, for any reason, the Application is not accessible and / or operational at any time or for any period . Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly unrelated to the owner's will or due to force majeure events.

#### 15. Limitation of liability

The Owner shall not be held liable towards the User, except in the case of wilful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its suppliers.

Furthermore, the Owner will not be liable for damages, losses and costs incurred by the User as a result of failure to execute the contract for reasons not attributable to him, the User only having the right to a full refund of the price paid and of any additional charges incurred.

The Owner assumes no responsibility for any fraudulent or illegal use that may be made by third parties of credit cards and other means of payment, since he does not enter in any way in contact with the payment data used (credit card number, name of the holder, password, etc.).

The Owner shall not be held liable for:

- any loss of business opportunities and any other loss, even indirect, possibly suffered by the User that is not a direct result of the breach of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties
- the issue of incorrect documents or fiscal data due to errors in the data provided by the User, the latter being the only person responsible for the correct insertion

In no case the Owner shall be held liable for a sum greater than twice the cost paid by the User.

#### 16. Force majeure

The Owner shall not be held responsible for the failure or late fulfilment of its obligations, due to circumstances beyond its reasonable control due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of its will.

The fulfilment of the obligations by the Owner shall be considered suspended for the period in which events of force majeure occur.

The Owner will perform any act in his power in order to identify solutions that allow the correct fulfilment of his obligations despite the persistence of events due to force majeure.

#### 17. Links to third-party web sites

The Application may contain links to third-party web sites / applications. The Owner has no control over them and, therefore, is in no way responsible for the contents of these sites / applications.

Some of these links may link to third-party sites / applications that provide services through the Application. In these cases, the general conditions for the use of the site / application and for the use of the service prepared by the third parties will be applied to the individual services, with respect to which the Owner assumes no responsibility.

#### 18. Privacy

The protection and processing of personal data will be in accordance with the Privacy Policy which can be consulted on the page [\\_\\_\\_\\_\\_](#)

#### 19. Applicable law and jurisdiction

The Conditions are subject to Italian law.

For Consumer Users, any dispute concerning the application, execution and interpretation of these Conditions shall be referred to courts where the Consumer User resides or has elected domicile, if located in the territory of the Italian Republic, without prejudice to the right of the User Consumer of going to court other than the "consumer court" pursuant to Section 66 bis of the Italian Consumer Code, competent for the territory according to one of the criteria of the Sections 18, 19 and 20 of the civil procedural code.

The application to Consumer Users who do not have their residence or domicile in Italy of any more favourable and mandatory provisions established by the law of the country in which they have their residence or domicile is reserved, in particular in relation to the term for the exercise of the right of withdrawal, after the return of the Products, in case of exercise of this right, the

formalities of the communication and the legal guarantee of conformity.

For Users who are not Consumers, any dispute concerning the application, execution and interpretation of these Conditions will be referred to the forum of the place where the Owner is based.

#### **20. Online dispute resolution for Consumer Users**

The consumer user residing in Europe shall be aware of the fact that the European Commission has established an online platform that provides an alternative dispute resolution tool. This tool can be used by the Consumer User to resolve any dispute relating to and / or deriving from contracts for the sale of goods and the provision of services concluded online. Consequently, the Consumer User can use this platform for the resolution of any dispute arising from the contract entered into online. The platform is available at the following address: [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/)

Date 02/02/2022