

## **General Conditions of Sale, in force since:01/01/2023**

### INTRODUCTION

This information is provided for the site <https://www.terradiva.it/europe/>(Site).

Seller's data: Azienda agricola Vincenzo Lobascio, via Orto Borrelli 21A - 76013 Minervino Murge (BT) Italia p.iva: 07577950723 - Iscrizione REA: Provincia di Bari BA - 567326 info@terradiva.it Mobile: +39 380 755 1382(Seller or Vendor)

Service sold on the Site: servizio di vendita di prodotto alimentare/cosmetico (Service).

### Art. 1 Scope

1.1 The General Conditions of Sale apply to all sales made by the Seller on the Site.

1.2 Should it be made possible by the Site, entering your tax code during a purchase implies that you are acting as a "Consumer". It is reminded that an individual is considered a Consumer if they are acting for purposes unrelated to any entrepreneurial, commercial, professional, or craft activity they may engage in. If, however, there is the option to enter a VAT number (yours or that of a legal entity), this implies a purchase as a "Professional". A Professional is defined as an individual or legal entity that acts in the exercise of their own entrepreneurial, commercial, craft or professional activity, or as an intermediary. The implications of purchasing as a Consumer rather than a Professional will be described later in this document.

1.3 The terms indicated are intended as working days, therefore excluding Saturdays, Sundays and national holidays. The images and descriptions on the Site are intended as indicative only. The colors may differ from the real

ones due to the settings of the computer systems or computers you use to view them.

1.4 The General Conditions of Sale may be modified at any time. Any changes and/or new conditions will be in force from the moment of their publication on the Site. You are therefore invited to regularly access the Site and consult the most up-to-date version of the General Conditions of Sale before making any purchase.

1.5 The applicable General Terms and Conditions of Sale are those in force on the date the purchase order is sent.

1.6 The present General Sale Conditions do not regulate the sale of products and/or services by subjects other than the Seller that may be present on the Site through links, banners or other hypertext links. Before carrying out commercial transactions with such subjects it is necessary to verify their conditions of sale. The Seller is not responsible for the supply of services and/or the sale of products by such subjects.

1.7 The Seller does not control and/or monitor the websites that can be consulted through such links. The Seller is therefore not responsible for the content of such sites or for any errors and/or omissions and/or violations of law by the same.

1.8 You are required to carefully read these General Conditions of Sale as well as all other information that the Seller provides on the Site, including during the purchase process.

1.9 On the Site it is also possible to place orders by email. Insofar as they are compatible, the clauses indicated in these General Conditions of Sale also apply to these types of orders. The Seller reserves the right to send you by email different and separate General Conditions of Sale, effective only for purchase by email. The Seller does not accept orders by telephone, unless otherwise agreed with the customer.

1.10 The entirety of any element of the Site is the property of the Seller or a third party. Except with the specific written consent of the Seller, you may not reproduce, in whole or in part and by any process, distribute, publish, transmit, modify or sell all or any part of the content of the Site.

1.11 In no event shall Seller be liable to you or any third party for any indirect, incidental, special or consequential damages. This includes, but is not limited to, any loss of income or other indirect loss resulting from the use of or inability to use the Site. Seller makes no warranty or representation that: (i) the Site is free of viruses or programs that may damage data; (ii) the information contained on the Site is accurate, complete and current.

1.12 This document fully governs the relationship between you and the Seller. In any event, the rights and obligations provided for by the law applicable from time to time are not affected. The Seller may organise competitions and prize operations reserved for users of the Site. The regulations of each contest or prize operation will be available in a special section of the Site. Where the prizes consist of discount vouchers, purchase vouchers or equivalent forms, they may in no case be converted into money.

## Art. 2 Purchases on the Site

2.1 In order to make purchases on the Site it is necessary to follow the procedure present on the Site itself, inserting the data requested from time to time. The contract of sale is concluded when the order reaches the server of the Seller.

2.2 You agree to inform the Seller immediately if you suspect or become aware of any misuse or improper disclosure of any information you have entered on the Site.

2.3 You warrant that the personal information provided by you is complete and truthful and you agree to indemnify and hold the Seller harmless from any damages, liabilities and/or penalties arising out of and/or in any way connected with the breach of this undertaking. You agree to inform the Seller

immediately if you suspect or become aware of any misuse or improper disclosure of your Site access credentials.

2.4 The Seller reserves the right to refuse orders that come from users who have previously violated these General Conditions of Sale or any regulatory provision.

2.5 In order to send a purchase order it is necessary to read and approve these General Conditions of Sale, by checking the appropriate box on the pages of the purchase process. Failure to accept these General Conditions of Sale will make it impossible to make purchases on the Site.

2.6 After each order on the Site, you will receive an order confirmation email. The order confirmation email shall contain at least the following information: (i) Seller's data; (ii) characteristics of the Product purchased; (iii) purchase price and any taxes; (iv) any additional cost; (v) right of withdrawal or its exclusion; (vi) shipping address; (vii) means of payment used.

2.7 Payment of a deposit is not required to use the services offered for sale on the Site.

## Art. 3 Prices

### 3.1 On the Site:

- prices include VAT.

3.2 The Seller reserves the right to change the price of the Services, at any time, without notice, it being understood that the price charged to you will be the one indicated on the Site at the time of placing the order and that no account will be taken of any variations (upwards or downwards) subsequent to the transmission of the same.

3.3 The purchase contract is resolutely conditional on non-payment of the Total Amount Due. Unless otherwise agreed with you in writing, the order will be cancelled accordingly.

#### Art. 4 Means of payments

4.1 This article describes the payment methods available on the Site. The user may in any case contact the Seller for further information.

4.2 The confidential data of the payment card (card number, holder, expiry date, security code) are encrypted and transmitted directly to the payment manager without passing through the servers used by the Seller. The Seller therefore never has access to and does not store, not even if you choose to store such data on the Site, the data of your payment card used to pay for the Service.

#### 4.3

- MasterCard.
- PostePay.
- American Express.
- CartaSì.
- VISA.

4.4 On the Site it is possible to pay by bank transfer. In this case the coordinates for proceeding with the payment will be available directly on the Site or communicated by email after the purchase order has been placed.

4.4 On the Site you can make purchases using coupons and/or vouchers. If the value of the discount code is less than the value of the order, the remaining amount can be completed according to the payment methods provided on the Site. Each discount code can be used for only one purchase. Under no circumstances may coupons be converted into cash.

#### 4.5

•On the Site you can make purchases through the payment solution PayPal. If you choose PayPal as a means of payment, you will be redirected to the site [www.paypal.it](http://www.paypal.it) where you will make the payment according to the procedure provided and regulated by PayPal and the terms and conditions agreed between you and PayPal. The data entered on the PayPal site will be processed directly by PayPal and will not be transmitted or shared with the Seller. The Seller is therefore not able to know and does not store in any way the data of the payment card connected to your PayPal account or the data of any other payment instrument connected to that account.

## Art. 5 Right of withdrawal

5.1 We invite you to read with particular attention to this article, which governs the right of withdrawal.

5.2 The right of withdrawal is the right of the Consumer to terminate the purchase contract without being obliged to provide a reason. You may exercise this right within 14 calendar days from the conclusion of the contract. If you purchased as a Professional the right of withdrawal does not apply, unless otherwise agreed with the Seller. Possible exceptions to the right of withdrawal are set out in this article 5. If there are no exceptions to the right of withdrawal, this article 5 is fully applicable.

The Seller refrains from using any content, other than personal data, that has been provided or created by the Consumer during the use of the digital content or digital service provided by the Seller, except when such content: (i) has no utility outside the context of the digital content or digital service provided by the Seller; (ii) solely relates to the Consumer's activity during the use of the digital content or digital service provided by the Seller; (iii) has been aggregated by the Seller with other data and cannot be disaggregated or can only be disaggregated with disproportionate efforts; (iv) has been jointly generated by the Consumer and other individuals, and if other consumers can continue to use it.

With the exception of the situations described in points (i), (ii), and (iii) of the preceding paragraph, the Seller, upon the Consumer's request, makes available to the Consumer any content, other than personal data, provided or created by the Consumer during the use of the digital content or digital service provided by the Seller. The Consumer has the right to retrieve such digital content from the Seller free of charge and without hindrance, within a reasonable timeframe and in a commonly used and machine-readable format.

In the event of contract termination, the Seller may prevent any further use of the digital content or digital service by the Consumer, in particular by making such content or service inaccessible or by deactivating the Consumer's user account, subject to the provisions outlined in the preceding paragraphs.

5.3 The exclusion of the right of withdrawal described in the preceding article does not apply to this Site. Therefore, if you are a Consumer, you have the right to withdraw from the contract for the purchase of the Service without having to provide any reasons and without having to incur any costs other than those provided for in this article within a period of fourteen calendar days, starting from the date on which the order for the purchase of the Service was forwarded (Withdrawal Period). To exercise your right of withdrawal, you must inform the Seller, before the expiry of the Withdrawal Period, of your decision to withdraw. For this purpose, you may write to the Seller at the contact details indicated in the Introduction, or use the contact form that you may find on the Site. If the withdrawal is applicable, the Seller shall proceed to refund the Total Amount Due, without undue delay and in any event no later than 14 calendar days from the day on which the Seller was informed of the decision to withdraw from the contract. The refund will be made using the same payment instrument as was used for the initial transaction.

## Art. 6 Legal Warranty of Conformity

6.1 The Legal Guarantee of Conformity is reserved for the Consumer. It, therefore, applies only to users who have made a purchase on the Site for purposes unrelated to their entrepreneurial, commercial, craft or professional activity.

6.2 The Vendor shall be liable to the Consumer for any lack of conformity of the Service that becomes apparent within two years after purchase. The action to assert defects that have not been maliciously concealed by the Seller shall, in any case, be time-barred within a period of twenty-six months from the provision of the Service. In the event of a lack of conformity' of the Service, the Consumer shall be entitled to the restoration of conformity' or to receive a proportional reduction of the price or to the termination of the contract for non-performance.

6.3 If you purchased as a Professional, the above articles do not apply.

#### Art. 7 Out-of-court settlement of disputes - Alternative Dispute Resolution/Online Dispute Resolution

7.1 The Seller informs the user who has the status of Consumer that, in the event that he has made a complaint directly to the Seller, following which it has not been possible to resolve the dispute thus arising, the Seller shall provide information on the Alternative Dispute Resolution body or bodies for the extra-judicial resolution of disputes relating to obligations deriving from a contract concluded on the basis of these General Sales Conditions (ADR bodies), specifying whether or not he intends to make use of such bodies to resolve the dispute itself.

7.2 The Seller also informs the user who is a Consumer that a European platform for the online resolution of consumer disputes has been set up (the so-called ODR platform). The ODR platform can be consulted at the following address <http://ec.europa.eu/consumers/odr>. Through the ODR platform the consumer user will be able to consult the list of ADR bodies, find the link to the website of each of them and initiate a procedure for the online resolution of the dispute in which he/she is involved.

7.3 In any case, the right of the consumer user to refer the dispute arising from these General Conditions of Sale to the competent ordinary judge, whatever the outcome of the procedure for the out-of-court settlement of



disputes relating to consumer relations through recourse to the procedures referred to in Part V, Title II-bis of the Consumer Code, is not affected.

The user who resides in a member state of the European Union other than Italy, can also access, for any dispute relating to the application, execution and interpretation of these Terms and Conditions of Sale, the European procedure established for small claims, by Regulation (EC) No 861/2007 of the Council, 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, Euro 5,000.00. The text of the regulation can be found on the website <http://www.eur-lex.europa.eu>.

## Art. 8 Customer service

8.1 It is possible to ask for information, send communications, request assistance or forward complaints by contacting the Seller at the addresses indicated in the Foreword, or by using the contact form eventually present on the Site.

8.2 The Seller shall answer in an approximate time of 48 ore days.

## Art. 9. Material published on the Site

9.1 Any material published on the Site is protected by the applicable copyright laws. Without permission from the Seller or the third party copyright holder, you may not copy, publish, modify or use in any way or for any purpose any material posted on the Site.

9.2 Pursuant to the provisions of Legislative Decree No. 26 of 7 March 2023, the Site allows the publication of reviews by users. The Seller guarantees that the reviews published come from consumers who have actually purchased or used the Service. This is because the user receives after purchasing on the Site an email containing a request to publish their review on the Site. Therefore, given that the email is received only after the purchase, it is reasonable to assume that the relevant review is attributable to an actual purchase experience on the Site by the user. Among the reviews posted on the Site, some may have been solicited, for instance by sending a coupon. In

this case, this circumstance is duly indicated on the solicited review. In addition, reviews that originate from sponsorship or a relationship with a professional (e.g. influencer) may be published; this circumstance is also duly disclosed on the relevant review.

9.3 You are, however, invited to access this article on the occasion of future purchases to check whether a tool has been implemented on the Site that allows users to post their own reviews related to shopping experiences on the Site.

#### Art. 10. Applicable law. Jurisdiction

10.1 Contracts of purchase concluded through the Website are governed by what is indicated in these General Conditions of Sale and, as provided for, by the Italian Consumer Code.

10.2 Please note that in the case of a consumer user, for any dispute relating to the application, execution and interpretation of this document, the competent court is the place where the user resides or has elected domicile. In the case of a professional user, for any dispute relating to the application, execution and interpretation of this document is instead competent the Court where the Seller is located in accordance with what is provided in the Introduction.

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