

GENERAL TERMS OF USE

Article 1 – Object

These General Conditions of Sale (hereinafter, "GCS") are intended to define the rights and obligations of the Parties in relation to the sale of products by "SVERITAL" to the user (previously and hereinafter the "Buyer" or "the Consumer") as well as, in accordance with the provisions of the Consumer Code (Legislative Decree 206/2005), to provide each potential Buyer with precise information on the conditions and methods under which the seller (hereinafter "SVERITAL" or "the Seller") carries out the sale and delivery of the products ordered, or on the characteristics of the products themselves and their packaging, on the delivery times of the same, and implies consent to the use of the digital format for all acts or documents relating to the sale of the goods offered, without the need for paper support.

The GCS must be carefully examined by the Buyer before completing the purchase procedure of the products through the Website and can be viewed and download at any time in the "General Conditions of Sale" section of the Site, in Italian.

These General Conditions of Sale apply, without limitation or any condition, to all distance sales through telematic tools of the products offered by "SVERITAL" on its website www.sverital.it/shop (hereinafter the "Site" or "the Website").

"SVERITAL" constantly takes care of updating the Site and its contents and reserves the right to modify and update the General Conditions of Sale without notice. To be informed of such changes, "SVERITAL" advises the Buyer, and in general any user, to regularly read these GCS and the "Privacy Policy" of the Site.

The General Conditions of Sale applicable to an Order are always those published on the Site and accepted by the Buyer at the time the order is sent. The changes will not be applied to Orders already sent and accepted by "SVERITAL".

The sending by the Buyer of a purchase order ("Order") for a product offered for sale on the "SVERITAL" Website implies the total and unconditional acceptance of these General Conditions of Sale.

The orders issued by the customer have the value of a contractual proposal that "SVERITAL" reserves the right to accept, by transmitting the relative order confirmation. Once the acceptance of "SVERITAL" has taken place, in the manner indicated, orders cannot be unilaterally revoked by the Customer, without prejudice to the customer's right to exercise the right of withdrawal, in accordance with the provisions of the Consumer Code, as provided for and regulated by article no. 6 below.

Changes to the order, possibly contained in the order confirmation from "SVERITAL", will be considered accepted by the Customer who has not communicated his dissent within 24 hours after sending the same order confirmation.

The orders issued by the Customer and any dissent of these to any changes made by SVERITAL must be in writing and can be communicated by one of the following means: e-mail, Pec.

Any changes in the contractual elements following the issuance of the order confirmation will be the subject of separate negotiations.

Article 2 – Information about the Seller

Company Name: SVERITAL SPA

Street of office: Via Petrella n. 8

Postal code: 20124

City: Milano

Country: Italy

VAT: 00753210152

Tax Code and REA registration number: 396315

E-mail address: info@sverital.it

PEC address: sverital@legalmail.it

Article 3 – Formation of the contract and sending of orders

3.1 Prices

The prices of the products offered for sale on the "SVERITAL" Website, www.sverital.it, indicated in Euros, are the prices in force at the time the Order is sent by the Buyer and constitute an offer to the public pursuant to art. 1336 c.c.

"SVERITAL" may change the selling prices of the products at any time and without notice.

The prices of the products are inclusive of VAT applicable at the time of sending the Order. Any change in the applicable VAT rate will be automatically reflected on the price of the products sold by "SVERITAL" through the Site. Prices do not include shipping/transport costs, which are calculated and invoiced in addition to the price of the products, according to the following table:

ORDER AMOUNT	FIXED COST FOR SHIPPING/TRANSPORT
Less than € 49,99 tax excl.	€ 15,00 plus VAT
Between € 50,00 and € 149,99 tax excl.	€ 6,00 plus VAT
Equal or plus of 150,00 tax excl.	free

Shipping/transport costs can be changed at any time by "SVERITAL", however the changes will not be applied to Orders already sent and accepted by "SVERITAL".

In case of transport of special products [FIN-CAVHDP/20, FIN-CAVDISCO/20, FIN-NORUST1/25, 40586, 40584, 98068, 98069, 98072, 98073, 98076, 9500K, 43499, 9500A, 9500C, RGL454-100019D, STN93234, STNA612, STNA677, STNE206, STNE302, STNE342, STNE436, 98060, 98070, 98071, 98074, 98075, SV044B001, 40586/25, 40586/5, RGL81030D, FIN-CAVMULTI/20, 9500E], will be applied

some additional costs for packaging and shipping. Sverital reserves the right to modify/expand the list of special products at any time at its discretion. "SVERITAL" invites the Buyer to regularly consult the General Conditions of Sale.

3.2 Characteristics of the products

The Buyer may select one or more products from those available on the "SVERITAL" Website.

The characteristics of the products and the "technical specifications" represent the limits within which the customer can use the products, with particular reference to the safety of the same, and are illustrated in the detailed "Technical data sheet of the product" at the time of choice by the Buyer.

"SVERITAL" may change at any time the assortment of products offered for sale on its website, especially depending on reasons relating to its suppliers, or information relating to them such as weights, technical data, prices, description or availability of products, without prior notice.

"SVERITAL" will not make any changes to the price, availability or description of any product after the acceptance by "SVERITAL" of the Order sent by the Buyer.

Before sending the Order, the Buyer may view on the Site all the information referred to in Article 49 of Legislative Decree 6 September 2005, n. 206 ("Consumer Code", as amended and updated by Law 3 May 2019, n. 37 and by Law 12 April 2019, n. 31, and subsequent event.), such as data relating to the Seller, the price, including taxes and shipping costs, the essential characteristics of the products you want to buy and all other mandatory information required by Italian law.

The products comply with the legislation applicable in Italy in force at the time of ordering.

"SVERITAL" cannot be held responsible for the non-compliance of the products with the legislation of the country in which the Buyer wishes the delivery to be made. The Buyer is required to check with the local authorities of the country of delivery of the products the methods of importing and / or using the products and services he intends to order. "SVERITAL" cannot guarantee that the information on the packaging of the products will be translated into all the languages of the European Union.

For any question regarding the products and their use, for any further question or request for advice, the Buyer may contact the staff of "SVERITAL" by writing to info@sverital.it or by contacting the Sales Department at the following addresses: +39 02 251561 – sverital@sverital.it

3.3 Availability of Products

The offers presented by "SVERITAL" are valid for as long as they are published on the Site and within the limits of the available stocks as indicated on the Site itself.

For products not immediately available in the warehouses of "SVERITAL" the offers published on the site will be valid subject to availability. Information on the availability of the products will be provided to the Buyer when sending an e-mail confirming receipt of the Order ("Order Confirmation E-mail"). Since this information comes directly from the suppliers, "SVERITAL" cannot exclude that error or variations may occasionally occur.

In any case, and in the event that, after sending the Order and the Seller's Confirmation, there is a partial unavailability of the product, the user can choose whether to have a delivery in two times, or with full availability. In case of partial delivery, the cost of shipping is applied only once; in case of total unavailability, the Buyer will be immediately informed by e-mail of the unavailability of the product and the total cancellation of the Order.

In case of total cancellation of the Order by Sverital:

- "SVERITAL" will contact the Buyer to inform him of the cancellation.
- "SVERITAL" will agree with the Buyer on the methods of reimbursement of the price paid.

3.4 Ordering Products

Each Order sent by the Buyer implies acceptance of the legal and privacy information and of these General Conditions of Contract, which must be viewed and expressly accepted by the Customer before sending the purchase order, by marking the appropriate space on the site; failing this, the order cannot be executed.

constitute an offer to purchase the products of "SVERITAL" and are subject to the acceptance of the same Seller, who reserves, at its sole discretion, to refuse the Order, including cases in which:

(i) orders cannot be executed due to an error in the information provided by the Buyer at the time the Order is placed (for example: an incorrect payment card number, expiration date or security code number of the card used for payment); incorrect billing address (for example, if the billing address indicated does not match the information held by the bank or company that issued the payment card); insufficient or incorrect shipping address (e.g. incorrect, address, city, country or zip code); or if misleading information is provided by the Buyer;

(ii) an error has occurred on the Website relating to the products ordered, for example an error relating to the price or description of the products as shown on the Site;

(iii) the products ordered are no longer available on the Website.

"SVERITAL" also reserves the right to suspend or cancel the fulfillment of an Order and / or delivery, regardless of the nature and progress of the fulfillment, in case of non-payment or partial payment of any sum due by the Buyer, in case of problems with payment, also with reference to previous Orders.

In case of refusal of the Order, "SVERITAL" will notify the Buyer, within 30 working days from the submission of the Order, the impossibility of accepting it. The Buyer may verify the details of his Order, examine and print the summary of the conditions and correct any errors before confirming and sending the Order.

Once the Buyer confirms the Order by clicking on "Confirm the Order", he declares to have understood and accepted the content and conditions of the Order in question and, in particular, these General Conditions of Sale, the prices, characteristics, quantities and delivery times of the products offered for sale and ordered by the Buyer.

After the Order has been placed, the Buyer may still cancel his Order by following the withdrawal procedures described in Article 6 of these general

The contract will be concluded and the sale will be final only at the time of acceptance of the Order by "SVERITAL", by sending the Order Confirmation to the Buyer, containing the timely summary of the conditions of the Order itself.

"SVERITAL" will be entitled to collect the full price of the Order from the moment the Order Confirmation e-mail is sent.

The Seller recommends the Buyer to keep the e-mails received from "SVERITAL" on paper or electronic.

The Buyer is informed that the aforementioned e-mails will be sent to the e-mail address entered by the Buyer at the time of creation of the Account and / or subsequent registration. "SVERITAL" will not be responsible in case of insertion of an invalid e-mail address and / or failure to receive the Order Confirmation e-mail for reasons not directly attributable to "SVERITAL". In this case the sale will be considered as final. The Buyer may, however, exercise the right of withdrawal under the conditions set out in Article 6 of these General Conditions of Sale.

Article 4 – Payments

Payment Any payment by the Buyer may only be made by means of one of the methods indicated on the appropriate web page by the Seller.

"SVERITAL" does not come into possession of the Buyer's credit card data and cannot be held responsible for any fraudulent use of the same. Any refund to the Buyer will be credited through one of the methods proposed by the Seller, chosen by the Buyer, in a timely manner and, in case of exercise of the right of withdrawal, as governed by art. 6 of this contract, at the latest within 30 days from the date on which the Seller became aware of the withdrawal itself.

The Buyer guarantees to "SVERITAL" that he has the necessary authorizations to use the payment method chosen for his Order at the time of sending The Order.

4.1 Means of payment

The Buyer may make the payment by credit cards, PayPal, bank transfer.

4.2 Payment methods

The payment, as provided for in the previous point, can be made online, at the time of the Order. All Orders are payable in Euros, taxes and mandatory contributions included. Any bank charges will be borne exclusively by the Buyer (even in case of reimbursement). In case of non-payment or late payment of the Order by the Buyer "SVERITAL" reserves the right to apply default interest in an amount equal to the legal interest rate starting from the tenth working day following the date of the Order or from the notification of the rejection of the bank payment.

"SVERITAL" reserves, in any case, the right to suspend or cancel, at its discretion and at any time, the execution of an Order and / or the shipment of the products ordered in case of non-payment or partial payment of any sum borne by the Buyer, in case of late payment, also in relation to previous Orders.

Article 5 – Delivery of products

5.1 General rules

The Buyer acknowledges that the withdrawal of the Product is his precise obligation deriving from the purchase contract.

In case of non-withdrawal according to the methods indicated below, the contract will be considered terminated and the purchase order consequently canceled pursuant to art. 1456 c.c.; in this case, the Seller will refund any amount paid by the Buyer, minus the costs of attempted delivery and return. The products ordered by the Buyer on the basis of these GCS will be delivered, without packaging (with the exception of the Special Products indicated in Article 3.1, for which packaging supplements will be applied that will be indicated by Sverital in the Order Confirmation), to the address indicated by the Buyer on the Order (as "Delivery Address"), in the manner chosen by the Buyer or indicated on

the website at the time of the offer of the goods, as well as confirmed in detail by "SVERITAL" in the "Order Confirmation" e-mail referred to in point 3.4.

The delivery of the Products is subject to the payment, by the Buyer, of the relative price with the payment instrument chosen from those made available by the Seller and indicated on the site. The delivery of the Products may take place within a maximum period of 5 weeks from the order confirmation.

The date established and indicated in the order confirmation for the delivery of the products is purely indicative and the Seller is not responsible for the delay, regardless of the cause. The delivery time is not considered essential for the purposes of the contract unless the essentiality is unequivocally apparent from the written agreement of the parties.

In any case, "SVERITAL" undertakes to deliver the goods to the Buyer without undue delay, at the latest within 48 hours of the order confirmation, or from the payment if later.

Delivery times are calculated from the date of order confirmation, with exclusive reference to the following working days and, therefore, expressly excluding Saturdays and holidays.

The delivery of the Products will be made by affiliated courier or trusted shipper, at the rates indicated on the Site depending on the methods and place of delivery, and entered in the Order form before making the payment by the Buyer. "SVERITAL" ships in Italy and possibly abroad, by express courier,

at a cost that may vary depending on the destination and / or with supplements for disadvantaged or difficult to reach areas, which will be indicated in the "Order Confirmation" email.

5.2 Shipping methods of the products

The courier in charge will deliver the Buyer or the recipient of the Order and will require them to sign an electronic or paper receipt. This receipt will constitute proof of delivery by "SVERITAL", and of the receipt by the Buyer, or the recipient of the Order, of the products ordered.

Deliveries are made on working days only. In case of absence, the Buyer, or the recipient of the ordered products, will receive a notice of attempted delivery, containing instructions to contact the carrier and arrange a new delivery. In the event that it is expressly indicated by the buyer, or by the recipient of the products ordered, it will be possible to deliver the products to a third party.

Any storage or shipping costs attributable to the recipient will be borne by the same, as well as any transport penalties incurred due to non-delivery, and in case of return will be deducted from the amount of the refund. It is not possible to raise any dispute relating to the shipment itself in the event that the package has been delivered. To this end, the carrier's computer system shall prevail.

5.3 Defects, non-conformities and damage to products

Upon delivery, the buyer checks that the product is actually the one ordered and that the packaging is intact. In case of obvious anomalies, defects and obvious defects of the delivered goods or packaging, errors in the product or in its quantity, the buyer reports the anomaly on the transport documents, or in any case, gives prompt notice to the Seller, through the contact details indicated by art. 2 of the contract.

5.3.1 General provisions and legal guarantee

Without prejudice to the fact that the products sold by "SVERITAL" are covered by the manufacturer's warranty, the provisions of the Consumer Code (Legislative Decree no. 185 of 22/05/1999, subsequently amended by Legislative Decree no. 206 of 22/05/1999, subsequently amended by Legislative Decree 6 September 2005, n. 206, apply to the contract, subject to all the conditions (therefore provided that the products sold by "SVERITAL" are covered by the manufacturer's warranty. pursuant to Article 7 of Law no. 229 of 29 July 2003, coordinated and updated, most recently, with the amendments made by Law no. 37 of 3 May 2019 and Law no. 31 of 12 April 2019) on the guarantee of conformity of the goods sold, according to which the Seller is liable to the Consumer for any lack of conformity existing at the time of delivery of the goods.

The Seller is liable, in accordance with Article 130, when the lack of conformity becomes apparent within two years of delivery of the goods, subject to the following clarifications.

The Buyer loses the rights provided for in Article 130, paragraph 2, if he does not report the lack of conformity to the Seller within two months from the date on which he discovered it. The complaint is not necessary if the Seller has recognized the existence of the defect or has concealed it. Unless proven otherwise, it is presumed that the lack of conformity that becomes apparent within six months of delivery of the goods already existed on that date, unless this hypothesis is incompatible with the nature of the goods or with the nature of the lack of conformity.

In case of lack of conformity, the consumer has the right to restore, without charge, the conformity of the goods by replacement or repair (where possible), in accordance with paragraphs 3, 4, 5 and 6, or to an adequate reduction in the price or termination of the contract, in accordance with paragraphs 7, 8 and 9.

The Buyer is warned of the need to strictly observe the prescriptions and instructions for use present in the technical sheet that accompanies the products; failing this, any defect, defect, breakage of the products themselves, can't be considered a "lack of conformity", nor will it be in any way attributable to the Seller, thus excluding the legal guarantee for "SVERITAL".

Any failures or malfunctions are also excluded from the scope of the Legal Guarantee, or in any case any lack of conformity that is determined by accidental facts or by the responsibility of the Buyer or, it is reiterated, by a use of the product that does not comply with its intended use and / or with the provisions of the technical documentation attached to the product.

Any complaints relating to defects not detectable by a diligent check at the time of receipt of the Products (hidden defects), and any requests for replacement / repair / reduction / resolution, must, under penalty of forfeiture, be sent within 2 months from the date of discovery of the defect and in any case no later than 26 months from delivery, in writing, by registered letter with return receipt or PEC to the Seller, who will indicate his willingness to process the request, or the reasons that prevent him from doing so.

The products, to which the dispute refers, must be returned to SVERITAL, subject to the authorization of "SVERITAL", under penalty of the guarantee of the product itself, with shipment by the Customer and in accordance with the particular instructions that the Seller may have given or those on the Site.

Failure to comply with the correct return procedure excludes any recourse against the carrier and / or "SVERITAL", including the right to reimbursement of the Order and / or the return of the products ordered.

The products that will be returned must be accompanied by a note bearing the description of the defect, as well as any other information indicated or requested by "SVERITAL".

The warranty is expressly excluded for all damages caused by:

- negligence, incorrect use of the products, non-compliance with the recommendations and prescriptions reported on the site and on the technical data sheets of the products themselves, incompetence, negligence and in any case for any other cause that is not directly attributable to the Seller;
- any modification, manipulation, processing, alteration, performed on the products, without the express consent of the Seller; - in case of non-fulfillment of the Buyer, even partial, in the terms of payment.

The above warranty does not extend to accessories, components, materials and / or equipment that have not been produced by the Supplier. The costs and risks of transport to and from the SVERITAL headquarters, or to and from the warehouse from which the products come, will be borne by the Buyer, subject to the provisions of the law.

In case of returns that are unjustified and/or, in any case, not justified by non-compliance, "SVERITAL" reserves the right to charge an amount (equal to 30% of the price of the product(s) returned) as a contribution to the management costs of the return itself.

In the event of an anomaly found in the presence of a carrier manager, the Buyer or the recipient must refuse the shipment and immediately formulate all the reservations regarding the anomaly in a clear and detailed manner, simultaneously reporting the refusal to "SVERITAL" by email at the address: info@sverital.it.

In the event of an anomaly found in the absence of the person responsible for the shipment, the Buyer or the recipient must report the damage or deficiencies found and make any complaint by writing to info@sverital.it within the terms of the law.

"SVERITAL" may carry out any verification that may be useful and will indicate to the Buyer, or to the recipient, the procedure to be followed to return the damaged or defective product, or to obtain the missing products.

Once the products have been received, "SVERITAL" will verify that these products are actually defective, damaged or do not correspond to the description provided on the Website. If this verification is positive, in accordance with the provisions of articles 130 and following of the Consumer Code, "SVERITAL" will replace the defective, damaged, or non-compliant product and send it to the Buyer as soon as possible and in any case within 30 (thirty) working days of receipt of the products. Shipping costs will be entirely borne by "SVERITAL". In the event that "SVERITAL" is not able to proceed with the replacement of the products within the aforementioned period, "SVERITAL" will immediately notify the Buyer at the e-mail address indicated at the time of registration and will reimburse the Buyer for the cost of such products and shipping costs if the Buyer provides proof of the cost incurred to return the products. The refund of the price will be made by "SVERITAL" in the manner chosen by the Buyer during the formation of the Order as soon as possible, and in any case within 30 (thirty) working days from the date on which it will receive the products.

In the event that, after examining the returned products, "SVERITAL" reasonably believes that the products cannot be considered defective, damaged or not conforming to the description on the website, the Buyer will not be entitled to a refund and the products will be returned to him.

5.4 Shipping times and costs

The shipping times of the products in Italy (by express courier) are between 1 and 35 working days. This timing is purely indicative and may vary for reasons independent of "SVERITAL" or for reasons of force majeure.

Delivery times start from the moment "SVERITAL" sends the order confirmation e-mail.

In case of delay in delivery by "SVERITAL" exceeding 30 working days, not due to force majeure, the Buyer will have the opportunity to terminate the contract, subject to the granting of the additional term and subject to the exceptions of the law, as provided for and regulated by art. 61 Consumer Code.

In the event that this delay is solely attributable to "SVERITAL", the Seller will refund all sums paid by the Buyer and received by "SVERITAL" for the Order in question, provided that the entire Order is returned by the Buyer to "SVERITAL". The refund will be made, in the form chosen agreed with the

Buyer, as soon as possible and in any case within 30 (thirty) working days from the date on which the Buyer has exercised his right to obtain the cancellation of his Order.

In the event that the Order is not returned in its integrity and completeness, or if the delay is not exclusively attributable to "SVERITAL" or the carrier, the Buyer can't claim either a refund of the sums paid by him, or a new shipment of the products ordered if he does not prove, by any means, that he isn't himself responsible for the delayed delivery.

Claims for compensation of the buyer for delay in deliveries or impossibility of supply are not allowed unless otherwise provided by law.

Article 6 – Rights and methods of withdrawal

6.1. Right and deadline for exercising the right of withdrawal

The right of withdrawal, provided for and governed by the Consumer Code (Legislative Decree 6 September 2005, n. 206, as amended and updated by Law 37/2019 and Law 31/2019), applies to natural persons (consumers) who act for purposes that can be considered unrelated to their commercial activity. Therefore, purchases made by retailers and companies and natural persons acting for purposes related to a commercial activity are excluded from the right of withdrawal.

Pursuant to Article 52 of the Consumer Code, the Buyer may, within 14 (fourteen) working days from the date of receipt of the package containing the ordered goods, withdraw from the purchase contract without penalty and without any reason.

The term of 14 days for the exercise of the withdrawal starts from when the Buyer and / or a third party, other than the carrier and designated by the Buyer, acquires possession of the ordered goods. In the case of a contract relating to multiple goods ordered by the Buyer in a single order and delivered separately, the term of 14 days starts from the day on which the Buyer or a third party, other than the carrier designated by him, acquires physical possession of the last good.

The Buyer, exercising the right of withdrawal pursuant to this article, within the terms and in the manner described below for the return of the products, will be entitled to a refund, within 14 days from the day of receipt of the communication relating to the exercise of the right of withdrawal, of the amount paid for the returned products, by crediting the relative sum on the same payment method used to place the order.

The Buyer is required to return or deliver the products without delay and in any case within 14 days from the day on which he communicated the withdrawal and, in any case, at the latest within 30 (thirty) days from the date of receipt of the goods themselves, in their substantial integrity, well-sealed in the original packaging, with all accessories, the instructions for use and anything else provided with them, in conditions that allow resale.

The return of the products beyond the legal term established for withdrawal and contractual cancellation will not be accepted.

The return costs will be entirely borne by the Buyer and / or the recipient of the Order, except in the case in which the withdrawal results from the delivery of defective, non-compliant, damaged, or missing products, in which case "SVERITAL" will reimburse the Buyer and / or recipient of the Order the shipping costs pursuant to the previous article.

6.2. How to exercise the right of withdrawal

The right of withdrawal must be exercised by written communication to be sent to "SVERITAL" by certified e-mail and / or by e-mail and / or using the Assistance form on the site.

Article 7 – Retention of title

The ownership of the ordered products will remain with "SVERITAL" until the moment in which the entire consideration of the Order, including shipping costs, taxes and other mandatory contributions (where applicable), are paid in full by the Buyer. The risk passes to the Buyer at the time of delivery of the goods.

Article 8 – Liability

8.1. Ability to contract

The Buyer declares to have full capacity to act and enter a contract for the purchase of products and / or services on the Website on the basis of these General Conditions of Sale.

"SVERITAL" can't under any circumstances be required to verify the ability of visitors and Buyers of the "SVERITAL" Website to act. In the event that a person not having the necessary capacity to act (for example a minor) places an Order on the "SVERITAL" Website, without prejudice to the responsibility of their parents or legal guardians for such Order and the related payment, "SVERITAL" may refuse to accept the Order.

8.1.2. Limitation of Liability

"SVERITAL" will not be in any way responsible for any violations of these General Conditions of Sale, even if foreseeable, attributable to the fact of a third party, the fault of the Buyer, the occurrence of an event of force majeure or any other event that is not reasonably under the exclusive control of "SVERITAL".

"SVERITAL" does not provide warranty of any kind, either express or implied, in relation to the integrity, accuracy, timeliness, non-violation of third-party rights, availability, reliability or completeness of the information and content that appear on the Website, except those expressly provided for by law.

"SVERITAL" draws the Buyer's attention to the need to strictly observe the requirements set out in the technical data sheets relating to the methods of use and of the products offered for sale, disclaiming any responsibility in case of improper use of the products by the Buyer and / or recipient of the Order, and in particular for the case of non-compliance with the "INSTRUCTIONS FOR USE" of the products.

"SVERITAL" will not be in any way responsible for any damage, caused to the Buyer or to third parties, resulting from such use not in accordance with the indications provided.

The Buyer is fully responsible for the purchase made on the Site, and undertakes to carefully read the instructions and warnings for use of the Products purchased and to use them in compliance with these conditions.

Pursuant to Articles. 114 et seq. of the Consumer Code, the Seller is responsible for damage caused by defects in the goods sold if he fails to communicate to the Injured Party, within 3 months of the request, the identity and domicile of the manufacturer or the person who supplied him with the goods.

The aforementioned request, by the Injured Party, must be made in writing and must indicate the product that caused the damage, the place and date of purchase; it must also contain the offer in view of the product, if it still exists.

The Seller cannot be held responsible for the consequences derived from a defective product if the defect is due to the conformity of the product with a mandatory legal rule or a binding measure, or if the state of scientific and technical knowledge, at the time when the manufacturer put the product into circulation, did not yet allow the product to be considered defective.

No compensation will be due if the Injured Party has been aware of the defect of the product and the danger that derived from it and nevertheless has voluntarily exposed himself to it.

"SVERITAL", except where prohibited by law, declines all responsibility for direct and indirect damages, whether foreseeable or not, consequential and / or connected to the use of the website by the Buyer. In the event that "SVERITAL" is held liable due to a prejudice suffered by the buyer and attributable solely to the transmission of an order, this liability will be limited to the amount of the order paid by the buyer to "SVERITAL".

Nothing in these General Conditions of Sale excludes or limits the liability of "SVERITAL" towards the Buyer and / or recipient of the Order for fraud, death or personal injury caused by the negligence of "SVERITAL", violation of the applicable provisions of the Italian Consumer Code or any other liability that cannot be excluded or limited by law.

Article 9 – Personal Data

"SVERITAL" collects and processes the personal data of the Buyer and, where applicable, those of the recipient of the Order in order to provide its products and services in accordance with these General Conditions of Sale.

"SVERITAL" protects the privacy of its customers and guarantees that the processing of data complies with the provisions of the privacy legislation referred to in Legislative Decree 196/2003 and EU Regulation 2016/679.

For information regarding the processing of personal data of the Buyer and possibly of the recipient of the Order by "SVERITAL" please consult the Privacy Policy of the Site, available at the following address: [Privacy policy](#).

Article 10 - Problems viewing pages or suspending the service

The customer must independently equip himself with equipment and programs suitable for connection to the Internet. If the customer can no longer view part or all of the site, no charge or responsibility can be attributed to "SVERITAL".

"SVERITAL" reserves the right to suspend the visibility of the Site, in all or even only in part of its functions in relation to all the needs related to the efficiency and security of the same. In these cases

"SVERITAL", without prejudice to reasons of urgency, will notify customers by any means deemed appropriate and as soon as possible.

11 – General Clauses

11.1 Partial invalidity

If one or more provisions of these GCS is declared invalid or ineffective due to a legislative charge change or following a ruling of a competent judicial authority, the other provisions of these GCS will remain fully valid and effective.

11.2 Waiver

The fact that one of the Parties does not assert against the other a breach of any of the obligations contained in these GCS, will not be understood as a waiver of obtaining the fulfillment of the obligation in question for the future.

11.3 Applicable law and competent jurisdiction

These GCS and all sales of products on the Website are governed by Italian law, regardless of the place of shipment of the Order; this Agreement shall be construed in accordance with Italian law.

According to the provisions of art. 66-bis of the Consumer Code, any dispute relating to the existence, interpretation, execution or termination of these GCS and / or the contract concluded between the Buyer and "SVERITAL", will be devolved, in the absence of a transaction, to the exclusive

jurisdiction of the competent Italian courts based on the place of residence or domicile of the Buyer, if located in the Italian territory.

In any case, the mandatory provisions in force in the state of residence of the consumer, where different from Italy, are reserved.

Pursuant to art. 141-sexies, paragraph 3 of Legislative Decree 6 September 2005, n. 206 (Consumer Code), introduced by Directive 2013/11 / EU and Legislative Decree 130/2015, "SVERITAL" informs the user who holds the status of consumer pursuant to art. 3, paragraph 1, letter a) of the Consumer Code, that, in the event that he has submitted a complaint directly to "SVERITAL", as a result of which it has not been possible to resolve the dispute thus arisen, "SVERITAL" will provide information about the Body or Bodies of Alternative Dispute Resolution for the out-of-court resolution of disputes relating to obligations arising from a contract concluded on the basis of these General Conditions of Sale (cc. dd. ADR entities, as indicated in Articles. 141-bis et seq. Consumer Code), specifying whether or not it intends to make use of these bodies to resolve the dispute itself.

"SVERITAL" also informs the Consumer that a European platform for the online resolution of consumer disputes (so-called ODR platform) has been established, which can be consulted at the following address <http://ec.europa.eu/consumers/odr/>, through which the Consumer can consult the list of ADR entities, find the link to the website of each of them and initiate an online resolution procedure of the dispute in which he is involved.

In any case, the right of the consumer user to refer the matter to the competent ordinary court of the dispute arising from these General Conditions of Sale, whatever the outcome of the out-of-court settlement procedure, as well as the possibility, where the conditions are met, to promote an out-of-court resolution of disputes relating to consumer relations through recourse to the procedures referred to in Part V, are reserved, Title II-bis of the Consumer Code.

The Buyer may also introduce the European Small Claims Procedure established by Council Regulation (EC) No 861/2007 of 11 July 2007 before the competent court, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, Euro 5,000.00 on the date on which the competent court receives the application form. The text of the Regulation can be found on the website <https://eur-lex.europa.eu/eli/reg/2007/861/oj>

11.4 Duration

These GCS, as amended from time to time, will apply for as long as the products are offered for sale on the "SVERITAL" Website and until the expiry of the terms of the legal and contractual guarantees. In any case, Article 10 "Liability" shall survive the termination of these GCS.

For more information, or for any questions related to the tracking of your order or a return, please send an email to info@sverital.it

Article 12 - Communications and complaints

Direct written communications to the Seller and any complaints will be considered valid only if sent to the following address: "SVERITAL", Via Santa Maria 108, 20093 – Cologno Monzese MI or sent by e-mail to the following address: info@sverital.it

The Buyer indicates in the registration form his residence or domicile, telephone number or e-mail address to which he wishes the Seller's communications to be sent.

Article 13 - Methods of archiving the contract

Pursuant to art. 12 of d.lgs. 70/2003, "SVERITAL" informs the Buyer that each order sent is stored in digital form on the server at the Seller's headquarters according to criteria of confidentiality and security for the time necessary for its execution and, in any case, within the terms of the law.

Pursuant to Articles. 1341 and 1342 of .c., the Buyer declares to have carefully read the General Conditions above, with specific reference to those contained in art. Article 3 – Formation of the contract and sending of orders; 5 (Delivery of products - Defects, non-conformities and damage to products), In art..6 (Rights and terms of withdrawal), in art. 10 (Responsibility), and, after careful re-reading, to expressly accept its content.