

**GENERAL CONDITIONS OF SALE MOLteni VERNICI SRL  
FOR CONTRACTS CONCLUDED WITH CONSUMERS (C.D. B2C)**

**Art. 1 General Dispositions**

1.1 Molteni Vernici Srl (VAT Number 03089870137, Fiscal Code 03089870137 and with Como business register no. CO-295594) is a company under Italian law, with domicile and registered office in Via dell'Artigianato n. 44 - 22063 - Cantù (CO), REA number: CO-295594, PEC moltenivernici@legalmail.it; PEO customercare@moltenivernici.com; Ph. +39 031 734181; Fax + 39 031 734222

1.2 Molteni Vernici Srl is a manufacturer of goods marketed through its e-commerce platform, the so-called "E-commerce", on the website [www.moltenivernici.com](http://www.moltenivernici.com) and marked by its own brand Molteni Vernici Srl.

1.3 Molteni Vernici Srl is the owner of the e-commerce portal "[www.moltenivernici.com/e-commerce](http://www.moltenivernici.com/e-commerce)" through which it is possible to purchase only goods produced by Molteni Vernici Srl.

1.4 Through the direct online purchase, every single product can be purchased limited to complete kits of the various finishes including all the components necessary for the specific use of the product (the products are for professional use only); in any case, orders will be tied to stock availability and/or while stocks last. For purchases of larger quantities it will be necessary to contact directly the seller Molteni Vernici Srl by writing to [sales@moltenivernici.com](mailto:sales@moltenivernici.com)

1.5 These general sales conditions are intended exclusively for **CONSUMERS** to be understood as natural persons acting for **purposes unrelated** to commercial, industrial, professional, artisanal activities possibly carried out on their own and/or on behalf of third parties. The expressions "Buyer", "Customer", "Consumer" and "User" and any other expression referring to the buyer part, refer to the natural person Consumer as outlined by the consumer code.

1.6 The e-commerce portal and any other content also on the website [www.moltenivernici.com](http://www.moltenivernici.com) are not an offer to the public but only represent an *invitation to offer* addressed to the Customer.

1.7 The information relating to the characteristics and prices of the products, the conditions relating to shipping and related costs, the methods of concluding the contract, purchase and payment, the conditions for any replacement of the products and the existence of the right to withdrawal with a detailed description of the methods and timing, are described below.

1.8 The Customer, before concluding the purchase and making the payment, will always be in a position to view, read, print and approve, by double point and click, these general conditions of sale which he will take care to keep pursuant to art. 12 of Legislative Decree 70/2003.

**Art. 2 The Contract**

2.1 By online sales contract is meant the purchase and sale agreement between Molteni Vernici Srl and the buyer concluded in the context of a distance selling system through telematic tools so-called of point and click within the limits of quantity allowed by the online store or through ordinary e-mail messages for purchases of quantities larger than those indicated in the e-commerce portal.

2.2 These General Conditions of Sale exclusively regulate the commercial relations between the Seller and the Consumer Customer, constituting an integral and substantial part of each contract for the sale of movable goods concluded by and with Molteni Vernici Srl.

2.3 The object of the contract is the sale of paints/solvents to be understood as aesthetic finishes intended exclusively for *interior and outdoor design* applications.

2.4 The Seller undertakes to keep its site updated, however the Customer is aware and accepts that the content of the site may not be updated daily and for this reason each purchase is subject to and governed exclusively by the General Conditions of Sale applicable on the date of the purchase order.

2.5 The Parties agree that this contract contains their final will, revoking any other previous document or negotiation, so that the interpretation of their will takes place exclusively in accordance with what is agreed herein. They also agree that any modification to this contract can only take place in writing and with an express indication of the clause and the point to be modified, any document otherwise prepared remains irrelevant.

2.6 The Parties, in compliance with the mandatory rules of the law, agree that if one or more clauses of these general conditions of sale are declared void or invalid, this fact will not affect the validity and effectiveness of the contract and other provisions which will remain fully valid and effective.

2.7 The Customer is aware that all the information provided and the images on the website are of a general nature and are made available for information purposes only and that they do not constitute a specific conventional guarantee on the products or a promise of specific qualities to be part of the Seller.

2.8 The Customer is aware that the binding "safety data sheets" are exclusively those sent via PEO by the Seller during the purchase/sale of goods since what may be present on the site is of a general nature, merely informative and/or may not be updated.

**Art. 3 Conclusion of the Contract and purchase modes.**

3.1. The Customer will proceed with the purchase in "Guest" mode, that is without registering an account by providing all his personal and tax data, billing address and shipping address, telephone contacts, email; in this case a temporary identifier will be generated and used only to complete the online purchase. Through the "Guest" mode, the customer's personal data will not be recorded and saved for subsequent purchases.

3.2 The Customer, before concluding the purchase, will have the opportunity to view all the data entered in order to verify the correctness of the same and if necessary go back in the guided procedure to correct them. The Customer is prohibited from entering incorrect and/or invented data and is prohibited from using any type of data and/or information from third parties without their consent.

3.3 The Customer can purchase the products in the electronic catalog as described in the relevant information sheets with full awareness that the information sheet of a product may not be perfectly representative of its characteristics but differ in color, size and/or accessory products present in images.

3.4 The Customer who intends to purchase one or more products can select them one at a time by adding them to the so-called cart. Once he has selected all the items he intends to buy, he can "close" the cart and submit the order. At this point, the Customer will see a summary page of the selected products, their price, the delivery options (with the related costs), and the VAT applicable pursuant to the law. The Consumer will be asked to choose the preferred payment solution. After the aforementioned selection, the general conditions of sale will be displayed and the Customer must proceed with the approval by double clicking. Approved the general conditions of sale, the Consumer must click on the "Order" button which will be used to forward the order to Molteni Vernici Srl. Without the approval of the general conditions of sale, it will not be possible to conclude the order. The order thus forwarded will be processed as a contractual purchase proposal addressed to Molteni Vernici for the products listed, each considered individually. Upon receipt of the order, Molteni Vernici Srl will automatically send a PEO message to take charge of the order itself ("Order Reception") addressed to the PEO that the Customer will have previously communicated. **The order receipt e-mail does not constitute acceptance of the purchase proposal.** In fact, by sending the Order Receipt, Molteni Vernici Srl only confirms that it has received the order and that it has undergone a data verification process and that the requested products are available. The contract stipulated between Molteni Vernici Srl and the Purchaser is concluded exclusively with the sending of a second PEO containing **confirmation of the sending of the purchase order** by the Seller. The **order confirmation message** will contain all the data entered by the Customer, as well as the date and time of sending the order, the order number, which must be used in all subsequent communications, as well as all data and information relating to the order itself such as, by way of

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example but not limited to, the date, goods ordered, quantities, detailed indication of the price, the payment mode chosen, delivery costs and any applicable taxes, etc. The Customer agrees to receive invoices in electronic format; these documents will be made available in pdf format.

3.5 All orders placed on the site must correspond to normal consumption needs. This requirement is applied both in relation to the number of products purchased with a single order, and in the case of a plurality of orders relating to the same product even if each order includes a quantity of products corresponding to normal consumption needs.

3.6 The Customer undertakes to use the order number to be inserted in the object for any communication necessary in relation to it.

3.7 The Customer also undertakes to promptly communicate any data incorrectly reported in the order confirmation message.

3.8 In the event of exhaustion, even temporarily, of the stocks, the seller can refuse the purchase order after communication sent to the Consumer as soon as possible and to which he can indicate any replacement products without any constraint for the Customer.

3.9 Except in the event that the Customer decides to purchase the alternative product, replacing the one that is out of stock, the seller will refund all the sums already paid by the Customer in full; the refreshment will take place as soon as possible and in any case no later than fourteen days from the date on which the order was canceled with an e-mail communication sent by the seller to the Consumer on the PEO address indicated by them during the registration phase.

3.10 The contract is considered concluded in the place where the seller has its registered office. Except in cases where Molteni Vernici Srl will not be able to execute the contract for reasons beyond its sphere of control, the seller undertakes to deliver the products ordered by the Customer after receiving the payment of the final price from the Customer and subject to verification of availability referred to in the following art. 5.

**Art. 4 Information on the products**

4.1 It is agreed that possible information concerning the products, like those referring to weights, dimensions, capacity, resistances, prices, colors and other data contained on the site have general features and are not binding between the parties.

4.2 The Customer is conscious and accepts that the images related to the description sheets of the products could not be perfectly representative of their characteristics and change for color, size and accessories products present in the image.

4.3 The Customer is conscious and accepts that the final result, consequent to the application of the product sold by Molteni Vernici Srl on a specific surface or support chosen from the Customer, can vary from case to case and this in accordance with particular conditions and modes of application, with the workpieces, with the supports and the tools used with discretion from the Customer and with other causes which do not depend on the Seller as for control and responsibility, neither direct nor indirect. For this reason the Seller cannot give any warranty on the final result of the product once applied on the surface chosen by the Client. For these reasons the Client is invited, before offering significant orders of goods, to purchase a product sample which the Client can test by applying it on a workpiece/surface in order to verify if the final result fully satisfies his expectations which can lead him to the purchase larger quantities of product.

4.4 The Client, with reference to what is indicated in the previous point, agrees, exclusively to his expenses, for example through resistance and/or analysis tests on the sample by nationally known certification bodies, to verify the product's idoneity, result and resistance with respect to the specific needs.

4.5 It is agreed that the Client through the order of other quantities of goods, after the first purchase of the same product, considers the product to be completely satisfactory, suitable and compliant with his specific needs.

4.6 In case the contract makes an express reference to technical, safety, quality or other type of norms and documents, clearly noted in the same, even if not attached to the contract, the Client will be considered to be conscious of that.

4.7 The Seller and producer, in fully compliance with the sector norms, is free to compose his own paints by following his own modes and through carefully studied vertical cycles.

4.8 If the sale is made at a specified quantity, the tolerance is conventionally established in 5% more or less of the product. In any case, no rebates are permitted.

**Art. 5 Products' availability**

5.1 Molteni Vernici Srl undertakes to keep the website as up to date as possible regarding the availability of the products and will verify, before transmitting the order acceptance confirmation, the actual availability of the products selected by the Customer.

5.2 In any case Molteni Vernici Srl guarantees the fulfillment of the order within the limits of stock availability "while stocks last".

5.3 The Customer is aware that the products are limited in number and it may therefore happen that the product ordered is no longer available, totally or partially, following the transmission of the purchase order. The Seller will promptly notify the Customer.

5.4 The Seller, if the purchase order should exceed the quantity of product available in stock, will notify the Customer if the goods can no longer be ordered or what the indicative waiting times are to obtain the quantity of product ordered. The Customer, upon receipt of the aforementioned communication, will have the opportunity to confirm or not the order. In the event of the cancellation of the order due to unavailability of the product, the Seller will reimburse the sums paid by the Customer within thirty days of the order.

**Art. 6 Ways, terms, delivery expenses, shipments and taxes.**

6.1 Unless otherwise agreed, delivery will take place carriage free - FCA (Molteni Vernici Srl, Via dell'Artigianato n. 44, 22063, Cantù (CO - Italy). The seller will ship the products, ordered by the Customer and confirmed by the Seller, to the Customer at the address indicated by the same in the purchase order. The shipment will be made after the actual receipt of the final purchase price within thirty days from the receipt of the order confirmation e-mail.

6.2 The delivery terms indicated to the Customer are authorizing and not essential, constituting indicative order execution times.

6.3 Any delays in delivery, except in cases of willful misconduct or gross negligence, will not give the right to penalties or to compensation for direct and indirect damages, neither as from the start of interest nor to termination of the contract. If the seller expects not to be able to deliver the products within the established deadlines, he must promptly notify the customer in writing, indicating, where possible, the expected delivery date. The parties agree that, where the delay, attributable to the Seller, exceeds eight weeks from the delivery date originally scheduled for the carrier, the buyer can terminate the contract for products whose delivery is delayed, with a ten days' written notice. Any delay due to force majeure or acts or omissions of the Customer is not considered attributable to the seller (e.g. lack of data necessary for the supply of the goods).

6.4 From the moment of the goods' delivery to the carrier (or to the first carrier if two or more) they will carry the goods to the total risk and damage of the Client; any insurance of the products during transport is the sole responsibility of the Customer.

6.5 If the ordered goods may be delivered outside Italy the Client could be subjected to importation taxes, asked once the box reaches the specified destination. Any added customs clearance will be a sole responsibility of the Client. Molteni Vernici Srl has no control of those costs and he cannot preview the amount. Customs policies vary considerably from country to country, for this reason Molteni Vernici Srl strongly advises the customer to contact the local customs office in advance for further information. Molteni Vernici Srl also reminds the Customer that when he places orders on the site, he is considered as an importer and therefore is required to comply with all the legislation and regulations of the country in which he will receive the goods. Molteni Vernici Srl also informs the Customer that for products shipped abroad, cross-border deliveries could be subject to opening and inspection by the customs authorities and for such operations Molteni Vernici Srl has no control or responsibility.

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6.6 If it is not possible to complete the delivery due to the absence of the Customer at the address indicated, the courier will leave a notice or contact the Customer by phone to arrange for a second delivery or for the collection of the goods at one of the closest branches of the Courier. In no case can the seller be held responsible for non-delivery or delayed delivery of the goods.

6.7 In any case, the seller is not responsible for the failure or delayed delivery due to force majeure such as: measures of the Public Authority, strikes, rationing or shortage of energy or raw materials, transport difficulties, fires, floods, earthquakes, wars, insurrections, epidemics and/or pandemics. The Seller will promptly notify the Customer of the occurrence and absence of a cause of force majeure.

6.8 Upon receipt of the material and before signing the document to the courier who delivers the goods, carefully check that the number of packages delivered is consistent with those mentioned on the transport document. Also check the physical condition of the packages by checking that they have not been tampered with and/or damaged. In the event of evident damage to the packaging and/or product, the Consumer must affix the courier's proof of delivery with the word ACCEPTED WITH RESERVE by entering the reason directly on the delivery document (for example: missing neck, broken neck, tampered neck, etc.). The indication "accepted with reserve" is to be considered null or in any case ineffective if it is not accompanied by the specific reason on the delivery document. Any problems concerning the physical integrity of the product, the correspondence and/or the completeness of the products received must be reported within five days of receipt through PEO at the address [customer@moltenivernici.com](mailto:customer@moltenivernici.com). By omitting the above procedures, the customer will not be entitled to claim damages.

**Art. 7 Withdrawal rights.**

7.1 In accordance with articles 52 and ss. of Legislative Decree 206/2005 (Consumer Code) the Consumer Customer has the right to withdraw from the contract for any reason, without the need to provide explanations and without incurring costs other than those provided for in Article 56, paragraph 2 and art. 57 of the Consumer Code.

7.2 The aforementioned right of withdrawal must necessarily be exercised within fourteen days from the day on which the Consumer acquires physical possession of the goods. In the case of multiple goods ordered by the Consumer with a single order and delivered separately, from the day on which the Consumer acquires physical possession of the last good. In the case of delivery of an asset consisting of lots or multiple pieces, from the day on which the Consumer acquires physical possession of the last lot or piece.

7.3. If the Consumer has entrusted a trusted person for the collection, the right of withdrawal will start from the day of delivery of the product to the designated person, other than the courier.

7.4 In order to exercise the right of withdrawal, the Consumer must send communication to the PEO [customer@moltenivernici.com](mailto:customer@moltenivernici.com) before the expiry of the fourteen days and that the product is returned intact to Molteni Vernici Srl.

7.5 Molteni Vernici Srl, as soon as it receives the communication of exercise of the right of withdrawal, will send a PEO to the Customer, to the indicated PEO address, making known the return code, which the Customer must report in the return form that he will receive from the seller via PEO. The return of the product must take place at the registered office of Molteni Vernici Srl within fourteen days from the date on which the Consumer communicated the decision to withdraw from the contract. Returns without return authorization will not be accepted. It is the Customer's responsibility to contact the seller and agree on the withdrawal of the products to be returned.

7.6 The Customer shall bear all costs relating to the return of the products unless, in writing, it has been agreed otherwise between the seller and the Customer.

7.8 The right of withdrawal applies provided that the purchased product is returned in its entirety; it is not possible to exercise the withdrawal only for part of the product; the returned product must be intact and fully resellable by Molteni Vernici Srl. The product must be returned in its original packaging. The Consumer must take all necessary precautions, according to the good father of the family, to avoid damage to the product during transport, by properly packing the product. Molteni Vernici Srl recommends placing the products in a box/container, closing it and affixing a label with all the information necessary for the return. In any case, the affixing of labels and/or tapes and/or any other material directly on the original product packaging should be avoided. The transport of the product takes place under the complete responsibility of the Consumer and this until the goods arrive at the Molteni Vernici warehouse located in Cantù, Via del'Artigianato n. 44, CO - Italy.

7.9 In the event of damage to the goods during transport, Molteni Vernici will immediately notify the customer. The product will be made available to the customer and the return request canceled.

7.10 Molteni Vernici Srl will reimburse all payments received in relation to the product for which the right of withdrawal was exercised, including shipping costs relating to the cheapest shipping method made available, within fourteen days from the day on which Molteni Vernici Srl received the communication relating to the exercise of the right of withdrawal. The seller will reimburse the same payment method used to place the order, unless the Consumer has expressly agreed otherwise. In any case, the Consumer will not bear any costs as a consequence of this refund. Molteni Vernici Srl will be able to withhold the refund until it has received the product or until the Consumer has provided proof of having returned it, whichever occurs first.

7.11 The Consumer may be held responsible for the decrease in the value of the goods resulting from their manipulation.

7.12 The right of withdrawal does not apply to the supply of sealed goods that do not lend themselves to be returned for hygienic reasons or connected to the protection of health and which have been opened after delivery or in the case of supply of products that result after delivery, inseparably mixed with other goods.

7.13 The right of withdrawal does not apply to contracts that concern the purchase of products made to measure or clearly personalized.

**Art. 8 Voluntary Return**

8.1. The Client is legitimated, without prejudice to his right of withdrawal, to return the products, for any reason, through the compilation of a module available online by indicating the return's reason, within a term of 14 (fourteen) days starting from the date from which the Client, or a third part indicated from him/her different from the carrier and/or the transport, has received the last of the purchase products. The period of 14 (fourteen) days constitutes a minimum period and the Seller can, in every time and at his discretion, give to the Client a longer period to return the products.

8.2 The Client could return only intact, complete, not used and not damaged product.

8.3. The returns must be returned to the Seller with total expenses in charge of the Client and without delay to the legal address of the seller.

8.4 After having received the products, the Seller will immediately verify the products in order to confirm the Client that the return has been accepted.

8.5 The Seller will refund the Client with the sale price for those products returned as soon as possible and in any case within 14 (fourteen) days starting from the day of the receipt of the products. The Seller will not return any shipment cost paid from the Client.

**Art. 9 Guarantee**

9.1 The Client purchases as Consumer, as defined from the Consumer Code, and therefore it benefits from the so-called legal guarantee of conformity which the seller is required by law on every good sold.

9.2 If the products are affected from defects or do not correspond to the descriptions contained on the website, the dispositions of the Legislative Decree no. 206 dated 06.09.2005 will be applied and the Seller will be responsible in front of the Client for a period of two years from the delivery of the products due to good's defects and non-conformity.

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9.3. The Customer may request the restoration of the Products to conformity free of charge or their replacement. If repair or replacement is impossible or excessively expensive for the Seller and/or if the Seller has not repaired or replaced within a reasonable time and/or if a previous repair or replacement has caused significant inconvenience to the Customer, the latter may request the reduction of the price or the termination of the contract. Articles 130 ss. of the Legislative Decree no. 206/2005 must be applied.

9.4. Any conformity defect must be declared within the deadline of 2 (two) months starting from its discovery, under penalty of forfeiture of warranty rights.

**Art. 10 Disclaimer and limitations of liability**

10.1 All the contents on the site are exclusively of a general nature and have a purely informative purpose and in no way constitute conventional guarantees, technical opinions, nor specific quality promises and do not bind the Seller in any way and therefore cannot be objected to in the towards the Seller or third parties.

10.2 The Seller, except in cases of willful misconduct or gross negligence, is not responsible for any damages, direct and/or indirect, incidental and/or consequential, patrimonial and non-patrimonial suffered by the Customer due to careless assignment and/or use improper content of the site.

10.3 The Seller, except in cases of willful misconduct or gross negligence, does not provide any guarantee on the final result resulting from the use of the goods supplied. The Customer is aware and accepts that the final result consequent to the application of the product on a surface and/or support is influenced by multiple variables not falling within the sphere of control and responsibility of the Seller. Therefore, in the event of a final result that is not in line with its expectations, the Customer cannot charge the Seller with any direct or indirect liability; neither any direct and indirect, incidental and/or consequential, patrimonial and/or non-patrimonial damage will be due by the Seller.

10.4 The Parties, except in cases of willful misconduct or gross negligence, agree to exclude any right of the Customer to compensation for damages or indemnity, as well as any contractual or non-contractual liability of the Seller for damages, direct and indirect, possibly caused by non-acceptance, even partial, of the order.

10.5 The Parties, subject to the cases of willful misconduct and gross negligence, agree in excluding the liability of Molteni Vernici Srl for direct and indirect damages, patrimonial and non-patrimonial, losses, missed profits and costs suffered by the Customer following the failure, partial and/or incorrect fulfillment and/or for product defects and/or defects.

10.6 The Parties agree to exclude Molteni Vernici Srl's liability for delayed or non-delivery of the products due to unforeseeable circumstances, force majeure, facts not attributable to the Seller, including the factual hypotheses of the third party and therefore no damages, penalty and/or compensation will be due by the Seller to the Customer in such cases. For reasons of force majeure we mean by way of example and not exhaustively: earthquakes, floods, accidents, fires, explosions, strikes and/or lockouts, epidemics, pandemics, factum principis and in any case of all those events that totally or partially preclude the execution of the service and/or shipment within the terms indicated in these conditions of sale or within the deadline eventually agreed for members between Customer and Seller.

10.7 The Seller, except in cases of willful misconduct or gross negligence, will not be responsible for damage to the Customer's products or to products of which the Customer's products form part.

10.8 The Seller is not responsible, except in cases of willful misconduct or gross negligence, for unavailability or malfunctions regarding the use of the internet that fall outside the sphere of control of the Seller.

10.9 The Seller, except in cases of willful misconduct or gross negligence, is not responsible for the fraudulent, illicit or unauthorized use of credit cards or other payment methods by third parties, if it proves to have reasonably taken all precautions possible according to current practice and common experience by vendors of similar dimensions, at the time of purchase and on the basis of ordinary diligence.

10.10 The Seller is not responsible for the incorrect issuance of accounting or tax documents as well as for delayed and/or non-delivery or for any additional cost incurred by the Customer due to false, incorrect, imaginary or third party data provided by the Customer.

10.11 The Seller, except in cases of willful misconduct or gross negligence, assumes no responsibility for the lack of availability of any product.

10.12 Seller and Customer agree in establishing that, in the event of any ascertained nullity, invalidity or ineffectiveness of the Seller's exemption and limitation of liability clauses, any compensation for damages recognized to the Customer, for the guilty breaches of the Seller, however, will be limited to an amount not exceeding the price paid by the customer for the purchase of the product.

**Art. 11 Price.**

11.1. The products' price indicated in the online store is expressed in euro and do not include VAT applicable pursuant to the law.

11.2 The products' price can be subjected to variations and for this reason the seller has the right to update them without any notice.

11.3 The Customer will purchase the products to the price exposed at the moment of the order sending (by confirming with the button "ORDER")

11.4 The shipment expenses are in charge of the Client, as all the expenses possibly connected to the payment mode chosen from the Client. Also every other accessory cost and/or tax needed for the shipment and delivery of the product is in charge of the Client, none excluded.

**Art. 12 Payment mode**

12.1 The Client can pay by credit card.

12.2 Payment by "credit card" takes place at the time of the order. This payment system allows for faster processing. All credit cards of the major international payment circuits are supported.

12.3 It is understood that the Customer, by completing the appropriate spaces in the online process, authorizes Molteni Vernici Srl to use their credit card or other payment cards, as well as to debit your bank account in favor of the seller, the exact total amount shown at the end of the purchase procedure. The online purchase procedure takes place via a secure connection directly connected to the bank owner and manager of the online payment service.

12.4 It is understood that the shipment will be made only after the seller receives full payment of the ordered goods.

**Art. 13 Copyright, intellectual property and privacy policy**

13.1 All contents published on the website [www.moltenivernici.com](http://www.moltenivernici.com) and on the online store are covered from the copyright. Any employment which is not expected by the law requires a previous written authorisation by Molteni Vernici Srl. All fraudulent uses of such content will be considered as counterfeiting crimes and punished according to the rules of the Intellectual Property Code.

13.2 All information concerning the Know-how and/or the brands, the patents owned by Molteni Vernici Srl, as well as other commercial and branding information, which the Client could know through possible purchase activities and during the execution of the contract must be intended reserved and cannot be used neither directly nor indirectly by the Client if not in the strictly necessary limitations for the correct execution of the contract, and they cannot be revealed to third parties without a previous written authorisation by the Seller.

13.3 Any violation will be punished according to the applicable laws, subject to Molteni Vernici Srl to act also for the compensation of all patrimonial and non-patrimonial damages, directly and/or indirectly caused by the violation of the aforementioned provisions.

**Art. 14 Privacy, protection of personal data and contract storage methods.**

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14.1 Personal data are collected exclusively to register the Customer and activate the procedures for the conclusion and execution of the contract and the sending of the necessary communications. These data are processed electronically in compliance with the relevant regulations in force and can only be exhibited at the express request of the Judicial Authority or other Authorities authorized by law.

14.2 Attention to the security and confidentiality of the Customer's data is a priority for the Seller. The information provided is considered strictly confidential and the Seller undertakes not to disseminate or sell the information in its possession to external companies for promotional purposes.

14.3 By signing these general conditions of sale, the Customer declares to have been informed of all the elements provided for by the sector legislation and to have read the complete privacy information on the site in the relevant section and therefore gives consent so that personal and business data are processed in accordance with the law and possibly communicated to third parties whose collaboration should become necessary.

14.4 All personal data provided will be processed in compliance with the provisions of Legislative Decree 196/2003 and subsequent amendments. A complete copy of the information on the processing of data and the use of cookie technology is available on the site at "Legal Notes" or in any case by clicking on the following links: <https://www.moltenivernici.com/it/legal-notes-molteni-vernici>.

14.5 Pursuant to art. 12 of Legislative Decree 70/2003 Molteni Vernici Srl informs the Consumer Customer that every order sent will be kept in digital and/or paper form in the archives located at the registered office of the seller himself or on information systems/tools of providers' service of the seller and whose relationships are governed by a regular service contract (e.g. so-called Server Farm).

**Art. 15 Operativity of the online store.**

The online/e-commerce store is operational exclusively during working days. The online sale is interrupted on ordinary closing days such as Saturday and Sunday, as well as on all public holidays, during the summer closing period from 01.08 to 31.08, as well as during any extraordinary closings (e.g. Judicial Authority provision; force majeure). It is understood that any online orders executed during the aforementioned closing periods will be processed and closed by Molteni Vernici Srl only when the business is resumed/reopened. In any case, the seller reserves the right to independently suspend the operation of the online store without notice.

**Art. 16 Jurisdiction and ADR**

16.1 In the event that disputes arise for or in connection with this contract, the parties agree to try to settle the disputes in advance by mutual agreement and in a good-natured way.

16.2 In the case of disputes between Seller and Customer, which also falls within the definition of Consumer for the purposes of the applicability of EU Directive no. 524/2013, regarding contractual obligations deriving from the online sales contract stipulated between the parties, the Seller informs that the European Commission develops and provides a platform for the alternative extra-judicial resolution of disputes, accessible on the website <http://ec.europa.eu/odr> (ODR platform). Through this platform, the Customer-Consumer can submit a complaint relating to the online sales contract concluded with the Seller. The site indicated above (<http://ec.europa.eu/odr>) contains all the information necessary for the Customer-Consumer for completing the complaint and the procedure to be followed.

16.3 Any dispute that has not been settled out of court, linked to the online sales contract or to these general conditions of sale, that may arise between Molteni Vernici Srl and the Consumer Customer, the Competent Court is exclusively that of the place of residence or home of the Consumer.

**Art. 17 Language and applicable Law**

17.1 This contract is concluded in Italian and the Italian text is the only one that will be authentic in the event of disputes and/or extrajudicial and judicial disputes between Seller and Customer. Any versions in English or other foreign language of these general conditions of sale on the website are prepared exclusively to facilitate the understanding and content of the contract by the Customer.

17.2 This contract is governed exclusively by Italian domestic law and in the event of a legal dispute, the only language of the proceedings will be Italian.

17.3 Although not expressly regulated by these general conditions of sale, the provisions of the civil code and the rules on electronic commerce (Legislative Decree no. 70/2003) and the Consumer Code (Legislative Decree 206/2005) apply.

17.4 In the event of "international sale", the Parties agree in expressly excluding the application of the Vienna Convention (CISG 1980) and the contract will be governed exclusively by Italian domestic law.

Date,     /         /

STEP 1)

**GENERAL APPROVAL OF THE CONDITIONS OF SALE THROUGH POINT AND CLICK.**

\_\_\_\_\_ V \_\_\_\_\_

STEP2)

**Specific approval in accordance with the articles 1341, co. II, and 1342 of the civil code.**

The Client Consumer declares to have completely and carefully read the general conditions of sale and expressly approves, through point and click, the following specific clauses: **4) Products' information; 5) Products' availability; 6) Mode, terms and delivery and shipment costs; 10) Disclaimer and limitations of liability; 15) Operativity of the online store; 16) Jurisdiction and ADR; 17) Language and applicable Law.**

Date,     /         /

**SPECIFIC APPROVAL THROUGH SECOND STEP POINT AND CLICK**