

## TERMS AND CONDITIONS OF SALE

General conditions applied to online sales on this site and pre-contractual information requirements  
The Purchaser expressly and preliminarily declares to make the purchase for purposes other than those of his/her commercial or professional activity.

### Seller identification

The goods covered by these general conditions are put up for sale by Laura Baresi, referred to herein as "Seller".

### Art. 1

#### Definitions

1.1. The term "online sales contract" refers to the purchase and sale contract concerning the Seller's movable property, stipulated between the Seller and the Purchaser in the context of a distance selling system through telematic tools and organized by the Seller.

1.2. The term "Purchaser" refers to the consumer - physical person who makes the purchase, as in this contract, for purposes unrelated to his/her commercial or professional activity.

1.3. With the expression "Seller" is meant the subject indicated in the epigraph that is the provider of information services.

### Art. 2

#### Object of the contract

2.1. With this contract, respectively, the Seller sells and the Purchaser purchases online the movable tangible goods indicated and offered for sale on the website [www.laurabaresi.com](http://www.laurabaresi.com).

2.2. The products referred to in the previous point are illustrated in the web page "Shop".

### Art. 3

#### Entering into the contract

3.1. The contract between the Seller and the Purchaser is concluded exclusively by telematic means, entering in the section Shop, where, following the procedures laid down in the website, the Purchaser will formalize the contract for the purchase of the assets referred to in paragraph 2.1 of the previous article.

### Art. 4

#### Conclusion and effect of the contract

4.1. The purchase contract is concluded with the precise compilation of the application form and the consent form sent online, preceded by one printable web page containing the order summary, showing the details of the payer and of the order, the price of the purchased good, the shipping costs and any additional accessory charges, payment methods and terms, the address where the good will be delivered, the timing of the delivery and the right of withdrawal.

4.2. Upon receiving the order, the Seller will send the Purchaser a confirmation e-mail with the data recalled in the previous point, or it will be possible to have one printable web page containing the order summary.

4.3. The contract is not considered concluded and effective between the parties in a manner other than as indicated in the previous point.

### Art. 5

#### Method of payment and refund

5.1. Each payment by the Purchaser will be made only through one of the methods indicated in the Seller's dedicated web page.

5.2. Any refund to the Purchaser will be credited in the same way of payment used by the Seller and chosen by the Purchaser, in a timely manner and, in case of exercise of the right to withdrawal, as set out in art. 13, point 2 and subseq. of this contract, within 30 days from the date on which the Seller became aware of the withdrawal.

5.3. All communications relating to payments are made on a Seller's specific line protected by encryption system. The Seller guarantees the storage of this information with an additional level of security

through encryption and in compliance with the specific law on the protection of personal data.

## Art. 6

### Times and methods of delivery

6.1. The Seller will deliver the selected and ordered products in the manner indicated on the website at the time of the offer of the good, as confirmed in the e-mail referred to in point 4.2.

6.2. For products in stock, shipping will take place within a maximum of 7 working days from the order confirmation. In the event that the Seller is not able to make the shipment within this term, the Purchaser will be promptly notified by e-mail.

6.3 Shipping methods, costs and delivery are indicated and highlighted in the section "Delivery".

## Art. 7

### Prices

7.1. All prices of the products displayed and indicated on the website [www.laurabaresi.com](http://www.laurabaresi.com) are in euros and constitute an offer to the public pursuant to art. 1336 c.c.

7.2. The prices referred to in the previous point are inclusive of VAT and any possible other tax. Shipping costs and any additional charges not included in the purchase price, such as customs clearance, if any, must be indicated and calculated in the purchase procedure, before the order is forwarded by the Purchaser and are contained in the web page summarizing the orders placed.

7.3. The prices indicated for any of the products offered to the public are valid until the date shown in the catalogue.

## Art. 8

### Availability of the products

8.1. The Seller ensures, through the electronic system used, the processing and fulfillment of the orders without delay in the indicated times. For these purposes, she states in the catalogue the number of the available products or the unavailability of the others.

8.2. Should an order exceed the actual quantity in the warehouse, the Seller, by sending an e-mail, will automatically alert the Purchaser the possibility that the product is no longer available or which will the delivery time to obtain the chosen product, asking if the Seller is interested in confirming the order.

8.3. The Seller's system will confirm the registration of the order as soon as possible by sending the Purchaser a confirmation by e-mail, pursuant to point 4.2.

## Art. 9

### Limitations of responsibility

9.1. The Seller takes no responsibility for disruptions due to reasons of force majeure if he can not execute the order within the time specified in the contract.

9.2. The Seller can not be held responsible towards the Purchaser, except in cases of intent or serious negligence, for disservices or malfunctions concerning the use of the Internet beyond the control of the Seller or of its suppliers.

9.3. The Seller will also not be liable for damages, losses and costs incurred by the Purchaser following the non-performance of the contract due to causes not attributable to him, for the Purchaser is entitled only to the full refund of the price paid and of any accessory charges.

9.4. The Seller takes no responsibility for any fraudulent or illicit use of credit cards, cheques and other means of payment performed by third parties to buy the products, if the Seller proves to have taken all the possible precautions to the best knowledge and experience of the moment and on the basis of ordinary diligence.

9.5. In no case shall the Purchaser be held responsible for delays or errors in the payment if he proves to have made the payment himself in the times and methods indicated by the Seller.

## Art. 10

Liability for defects, proof of damage and compensable damages: the Seller's obligations

10.1. Pursuant to articles 114 and subseq. of the Consumer Code, the Seller is responsible for damages caused by defective goods if, within three (3) months from the request, he fails to inform the damaged Purchaser of the identity and domicile of the manufacturer or of the person who supplied him the good.

10.2. The request mentioned above by the injured party must be made in writing and must indicate the product that caused the damage, the place and the date of the purchase; it must also contain the advert containing the product if it still exists.

10.3. The Seller can not be held responsible for consequences derived from a defective product if the defect is due to the conformity of the product to an imperative legal rule or a binding provision, or if scientific and technical knowledge at the time of the circulation of the product did not allow it to be considered defective.

10.4. No compensation will be due if the injured party, despite being aware of the defect of the product and the danger that derives from it, nevertheless voluntarily exposed himself to it.

10.5. In any case, the injured party must prove the defect, the damage, and the causal connection between defect and damage.

10.6. The injured person can claim compensation for damages caused by either death or personal injury or by the destruction or deterioration of something other than the defective product, provided that this is generally intended for private use and consumption and is therefore mainly used by the injured party.

10.7. The damage to goods referred to in art. 123 of the Consumer Code will, however, be refundable only in a way that exceeds the sum of three hundred and eighty-seven euros (€ 387).

## Art. 11

Guarantees and methods of assistance

11.1. The Seller is liable for any lack of conformity that occurs within the term of 2 years from the delivery of the goods.

11.2. For this contract it is assumed that consumer goods comply with the contract if, where relevant, the following circumstances exist: a) they are fit for the purpose goods of the same type usually serve; b) they comply with the description made by the Seller and possess the qualities of the good that the Seller has presented to the Purchaser as a sample or model; c) they show the usual quality and performance of a good of the same type, a quality that the Purchaser can reasonably expect, taking into account the nature of the good and, where appropriate, of public statements (regarding specific characteristics of the goods such as advertising or labeling) made by the Seller, by the manufacturer or by his agent or representative; d) they are also suitable for the particular use intended by the Purchaser, brought to the knowledge of the Seller at the time of the conclusion of the contract and approved by the Seller himself.

11.3. The Purchaser loses all rights if he does not report the lack of conformity to the Seller within a period of 6 months from the date on which the defect was discovered. The complaint is not necessary if the Seller has acknowledged the existence of the defect or has concealed it.

11.4. In any case, unless proven otherwise, it is presumed that all conformity defects that occur within 6 months of the delivery of the goods already existed on that date, unless this hypothesis is incompatible with the nature of the good or with the nature of the lack of conformity.

11.5. In case of lack of compliance the Purchaser can ask, alternatively and without additional costs, under the conditions indicated below, the repair or replacement of the purchased good, a price reduction or the termination of the contract, provided that the request is not objectively impossible to satisfy or is not too burdensome for the Seller pursuant to art. 130, paragraph 4, of the Consumer Code.

11.6. The request must be submitted to the Seller in writing by registered letter with advice of delivery. The Seller will indicate his/her willingness to process the application, or the reasons that prevent him from doing so, within 7 working days from the receipt of the request.

In the same communication, if the Seller has accepted the Purchaser's request, he must indicate the shipping method as well as the time frame set for the return or replacement of the defective good.

11.7. Where repair and replacement are impossible or excessively expensive, or the Seller has not

repaired or replaced the goods within the terms specified in the previous point, or the replacement or repair previously carried out have caused considerable inconvenience to the Purchaser, the latter may request, at his choice, a congruous price reduction or the termination of the contract. In this case, the Purchaser must address the request to the Seller, who will indicate his willingness to proceed or the reasons that prevent him from doing so, within 7 working days of receipt of the request.

11.8. In the same communication, if the Seller has accepted the Purchaser's request, she must indicate the reduction of the price or the methods chosen for returning the defective goods. In these cases, the sums previously paid to the Seller will be re-credited via the same payment method used by the Purchaser.

## Art. 12

### Obligations of the Purchaser

12.1. The Purchaser undertakes to pay the price of the good purchased in the times and methods indicated by the contract.

12.2. The Purchaser agrees, once the online purchase procedure is completed, to print and /or keep this contract safe.

12.3. The information contained in this contract has, however, already been viewed and accepted by the Purchaser, who acknowledges it, as this step is mandatory before the confirmation of purchase.

## Art. 13

### Right of withdrawal

13.1. The Purchaser has, in any case, the right to withdraw from the stipulated contract, without any penalty and without specifying the reason, within the period of 14 (fourteen) working days, starting from the day of receipt of the purchased good.

13.2. In the event the Purchaser decides to make use of the right of withdrawal, he must inform the Seller by registered letter with advice of delivery, using the appropriate form provided, to the address Laura Baresi c/o Makers Hub, via Moretto 78, 25122 Brescia, or via e-mail at info@laurabaresi.com, provided that such communications are confirmed by a registered letter with advice of delivery at the address Laura Baresi c/o Makers Hub, via Moretto 78, 25122 Brescia, within the 48 (forty-eight) following hours. The stamp affixed by the post office on the issued receipt will constitute proof between the Parties.

13.3. The return of the goods must, however, take place at the latest within 30 (thirty) days from the date of receipt of the good itself. In any case, to be entitled to full reimbursement of the price paid, the goods must be returned intact and in the initial state in which it was received.

13.4. The Buyer can not exercise the right of withdrawal for the products tailor-made or personalized or for goods which belong to a "limited edition", as required by the art. 59 of the Consumer Code.

13.5. The only expenses due by the Purchaser for the exercise of the right of withdrawal pursuant to the present article are the direct costs of returning the goods to the Seller for the buying of the good, excluding shipping costs.

13.6. The Seller will refund the full amount paid by the Purchaser within the term of 30 (thirty) days from receipt of the notice of withdrawal.

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13.8. With the receipt of the communication with which the Buyer declares the exercise of the right to withdrawal, the Parties of this contract are released from their reciprocal obligations, without prejudice to the provisions of the previous points of this article.

## Art. 14

### Grounds for termination of the contract

14.1. The obligations referred to in point 12.1, assumed by the Purchaser, as well as the guarantee of the payment that the Purchaser makes with the means referred to in point 5.1 and also the exact fulfillment of the obligations assumed by the Seller in point 6 are essential, so that, by express agreement, the non-fulfillment of only one of these obligations, if not determined by fortuitous or force majeure, will result in the termination of the contract under art. C. 1456, without the need for a judicial decision.

## Art. 15

### Privacy protection and processing of Purchaser data

15.1. The Seller protects the privacy of his customers and guarantees that the processing of data is

compliant with the provisions of the privacy legislation pursuant to Legislative Decree no. June 30, 2003, n. 196.

15.2. Personal and tax data acquired directly and/or through third parties by the Seller, which is the data controller, are collected and processed electronically, according to the procedures used for the purpose of registering the order and carrying out the present contract and the relative necessary communications, in addition to the fulfillment of any legal obligations as well as to allow an effective management of the commercial relationships to the extent required to perform the requested service at best (Article 24, paragraph 1, b, Legislative Decree 196/2003).

15.3. The Seller undertakes to treat all data and information transmitted by the Purchaser with confidentiality and not to disclose them to unauthorized persons, or to use them for purposes other than those for which they were collected or to pass on to third parties. These data can only be shown at the request of the Judicial Authority or other authorities authorized by law.

15.4. Personal data will be communicated, subject to the signed commitment of confidentiality of the data, only to the subjects entitled to perform the necessary activities for the performance of the contract (example: courier) and will be communicated exclusively for this purpose.

15.5. The Purchaser enjoys the rights referred to in art. 7 of the Legislative Decree 196/2003, namely the right to obtain:

a) the update, the rectification or, when interested, the data integration;

b) the cancellation, the transformation into anonymous form or blocking of data processed in violation of the law, including those that do not need to be kept for the purposes for which the data were collected or subsequently processed;

c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or released, except in the case where this proves impossible or involves the use of means manifestly disproportionate to the protected right. The interested party also has the right to oppose, in whole or in part: for legitimate reasons to the processing of personal data concerning him/her, although relevant to the purpose of the collection; to the processing of personal data concerning him/her for the purposes of sending advertising material or direct selling or for carrying out marketing research or commercial communication.

15.6. The transmission of his/her own personal data by the Purchaser is a necessary condition for the correct and timely execution of this contract. In their absence, the Purchaser's request can not be fulfilled.

15.7. In any case, the acquired data will be kept for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed. Their removal will still be safe.

15.8. Entitled to the collection and processing of personal data is the Seller, to whose office the Purchaser can direct any request.

15.9. Anything that was sent to the Seller's address (including e-mails), outside of purchase procedures (requests, suggestions, ideas, information, etc.) will not be considered information or data of a confidential nature, they must not violate the rights of others and must contain valid information, must not be detrimental to the rights of others and must be truthful, in any case no responsibility can be borne by the Seller for the content of the messages themselves.

## Art. 16

### Ways of archiving the contract

16.1. Pursuant to art. 12 of Legislative Decree 70/2003, the Seller informs the Purchaser that each order sent is digitally stored on the server according to criteria of confidentiality and security.

## Art. 17

### Communications and complaints

17.1. Written communications to the Seller and any complaints will be considered valid only if sent to the following address: Laura Baresi c/o Makers Hub, via Moretto 78, 25122 Brescia, or if sent by e-mail at the following address [info@laurabaresi.com](mailto:info@laurabaresi.com). The Purchaser indicates in the registration form his/her residence or domicile, his/her telephone number or the e-mail address to which s/he wants to receive the Seller's communications.

## Art. 18

## Settlement of disputes

18.1. All disputes arising from this contract will be referred to the Chamber of Commerce of Brescia and resolved according to the Conciliation Rules adopted by the same.

18.2. If the Parties intend to appeal to the ordinary judicial authority, the competent court is one of the places of residence or elective domicile of the Purchaser, pursuant to art. 33, comma 2, lett. u) of the legislative decree 206/2005.

## Art. 19

### Applicable law and appeal

19.1. This contract is regulated by the Italian law.

19.2. For everything not expressly regulated here, the legal provisions related to the relationships and the particular cases here regulated in the contract are applicable and in particular art. 5 of the Convention of Rome of 1980.

19.3. Pursuant to art. 60 of the Legislative Decree 206/2005, the discipline herein expressly referred is contained in Part III, Title III, Chapter I of Legislative Decree 206/2005.

FORM FOR THE EXERCISE OF THE RIGHT OF WITHDRAWAL  
PRIVACY POLICY