



**General Conditions of Sale**, in force since 11/04/2023

## **INTRODUCTION**

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

Seller Data: Scuderia Ferrari Club Erba, Via Nazario Sauro, 24 – 23849, Rogeno (LC), C.F. 91017380139,

Email: [info@scuderiaferraricluberba.it](mailto:info@scuderiaferraricluberba.it) (**Seller** or **Vendor**).

### **Art. 1 Scope**

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

1.2 If made possible by the Site, the insertion of your tax code during a purchase implies that you are acting as a Consumer pursuant to art. 3, paragraph I, letter. a) of the Consumer Code (Legislative Decree 6 September 2005, n. 206). It is recalled that the quality of consumer is the natural person acting for purposes unrelated to the business, commercial, professional or craft eventually carried out. If, however, is given the opportunity to enter the VAT number (his or that of a legal person), this implies a purchase by way of "Professional", pursuant to art. 3, paragraph I, letter. c) of the Consumer Code. The quality of Professional is the natural person or legal entity acting in the exercise of its business, commercial, craft or professional activity, or its intermediary. The implications of buying as a Consumer rather than as a Professional will be described later in this document.

1.3 The terms indicated are intended as working days, therefore excluding Saturdays, Sundays and national holidays. The images and descriptions on the Site are intended as indicative only. The colors may differ from the real ones due to the settings of the computer systems or computers you use to view them.

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

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

1.6 The present General Sale Conditions do not regulate the sale of products and/or services by subjects other than the Seller that may be present on the Site through links, banners or other hypertext links.

1.7 Before carrying out commercial transactions with such subjects, it is necessary to verify their conditions of sale.

1.8 The Seller is not responsible for the provision of services and/or the sale of products by such parties.

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

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

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

1.12 Unless otherwise agreed with the Seller, it is not possible to place orders by email on the Site. The Seller does not accept orders by telephone, unless otherwise agreed with the customer.

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

### **Art. 2 Purchases on the Site**

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

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

2.3 You warrant that the personal information provided by you is complete and truthful and you agree to indemnify and hold the Seller harmless from any damages, liabilities and/or penalties arising out of and/or in any way connected with the breach of this undertaking. You agree to inform the Seller immediately if you suspect or become aware of any misuse or improper disclosure of your Site access credentials.

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

2.5 In order to place orders on the Site during the purchase process you will not be asked to accept these General Conditions of Sale. However, sending the purchase order constitutes acceptance of this document.

2.6 The Seller is the sole counterparty of the user who intends to purchase one or more products through the Site and is therefore (i) the entity to which the user addresses his order, in order to accept the offer and conclude the sales contract; (ii) the entity that assumes towards the user the obligations of a pre-contractual nature arising from the offer; (iii) the entity that concludes with the user the contract of sale, assuming the related obligations and rights. The purchase contract concluded through the Site is therefore concluded between the user and the Seller.

2.7 On the Site and in communications with customers relating to the Site, the Seller reserves the right to act under its own trade name. Therefore, when either the Seller's trade name or the first person plural ("We") is used on the Site and/or in customer communications pertaining to the Site, the reference is to the Seller in addition to the Site.

2.8 The Seller makes no guarantee that the Site will be continuously functional and operational. In fact, updates to the CMS platform may occur, which could mean a temporary suspension of service. The Seller assumes no liability whatsoever with reference to any kind of injury or damage that the user may suffer from this circumstance.

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

2.10 The colours of the Products on the Site are indicative and may depend on the resolution of the device used by the user. The Seller assumes no responsibility if the colour of the Product differs from that expected by the user. Users are invited to contact the Seller in case of doubts on the colour of one or more Products on the Site.

### **Art. 3 Availability of Products**

3.1 The Products offered on the Site are limited in number. It may therefore happen, also due to the possibility that several users purchase the same Product at the same time, that the Product ordered is no longer available after the transmission of the purchase order.

3.2 On the Site information on Product availability is available. The availability of Products is continuously monitored and updated. However, since the Site may be visited by several users at the same time, it may happen that several users purchase the same Product at the same time. In such cases, therefore, the Product may be available for a short period of time, but it may be out of stock or not immediately available and it may be necessary to wait for restocking.

3.3 You will be informed in case of unavailability of the ordered Product. In this case you will be entitled to terminate the purchase contract. However, please note that before requesting the termination of the contract, the Seller reserves the right to implement these measures:

- If a restocking is not possible, the Seller will provide a different product of equivalent or higher value, subject to payment, in the latter case, of the difference, and upon express acceptance of the user.
- In the event that a re assortment is possible, an extension of the delivery terms, offered by the Seller, with indication of the new delivery term.

3.4 If a refund is requested for the amount paid for the purchase of Products which are subsequently found to be unavailable, the Seller shall make the refund within a maximum period of 10 days.

3.5 If you exercise your right to terminate the contract, the contract will be terminated. In the event that the payment of the total amount due, consisting of the price of the Product, the shipping costs, if applied, and any other additional cost, as resulting from the order (Total Amount Due) has already been made, the Seller will refund the Total Amount Due in accordance with the provisions of the article "Payment Methods" below.

#### **Art. 4 Prices**

4.1 On this Site all prices are excluding VAT as not applicable.

4.2 Moreover, on the Site prices do not include the WEEE contribution as Products not subject to the relative discipline are sold.

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

4.4 Shipping costs are your responsibility, unless otherwise stated.

4.5 The Seller will only dispatch the Products once it has received confirmation of authorisation for payment or credit of the Total Amount Due. Title to the Products will pass to you on dispatch, which will be deemed to be the time when the Product is handed over to the carrier. The risk of loss of or damage to the Products due to causes not attributable to the Seller shall pass to you when you or a third party appointed by you other than the carrier takes physical possession of the Products.

4.6 The purchase contract shall be terminated if you fail to pay the Total Amount Due. Unless otherwise agreed in writing with you, the order will be cancelled accordingly.

4.7 If there is an error in the price of the Product indicated on the Site, the Seller reserves the right to inform the customer of the correct price even after the purchase order has been concluded. In this scenario, the customer may either accept the new price or dissolve the purchase contract. The Seller may also cancel the Product purchase agreement in such cases. The Seller may also cancel the sale if there is an error in the availability of the Product.

#### **Article 5 Methods of payment**

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

5.2 Except in specific cases that may be indicated on the Site, you may not make purchases on the Site using payment cards.

- Although payments with credit and/or debit cards are not currently accepted on the Site, you are invited to review these General Terms and Conditions of Sale for subsequent purchases in order to verify the possibility of purchasing with a credit and/or debit card.

5.3 On the Site it is possible to pay by bank transfer. After sending the purchase order you will receive by email the bank details to proceed with the payment. If payment is not made within 3 calendar days, the Seller reserves the right to cancel the purchase order.

5.4 On the Site it is not possible to purchase by cash on delivery, unless otherwise agreed with the Seller.

5.5 If the value of the discount code is less than the value of the order, the remaining amount can be completed according to the payment methods provided on the Site. Each discount code can be used for only one purchase. In no case can the vouchers be converted into money.

5.6 Any alternative methods other than the above are or will be described in this article.

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

5.7 In accordance with the provisions of Legislative Decree No. 26 of 7 March 2023, the prices published on the Site have not been personalised on the basis of automated decisions. The prices displayed on the Site are therefore not influenced by the consumer's previous behaviour.

5.8 On the occasion of a price reduction, for technical reasons the Site is not able to indicate the lowest price applied to the general public during the 30 days preceding the application of the price reduction. For further information on price change policies, you are invited to contact the Vendor at the contact details given in the Introduction.

#### **Art. 6 Delivery of Products**

6.1 The delivery of the Products is carried out in: Europe. The user may always contact the Seller for more information about the delivery of the Products; for example, to find out whether delivery is planned to countries other than those indicated on the Site.

6.2 The delivery obligation is fulfilled by the transfer to you of the material availability or control of the Product.

6.3 Delivery time of the Products from the sending of the order: {tempo-di-consegna} days.

6.4 The term indicated in art. 6.3 is to be intended as indicative and not peremptory. The Seller therefore reserves the right to deliver the Products within the term of 30 days from the sending of the order. It is up to you to check the condition of the Product delivered. Being understood that the risk of loss or damage of the Product, for causes not attributable to the Seller is transferred when you, or a third party appointed by you and different from the carrier, materially comes into possession of the Product, the Seller recommends you to check the number of Products received and that the packaging is intact, not damaged, not wet or otherwise altered, including the sealing materials and you are invited, in your interest, to indicate on the transport document of the carrier, any anomalies, accepting the package with reserve. In the event that the package presents obvious signs of tampering or alteration, it is appropriate to give prompt notice to the Seller.

6.5 With reference to the possibility of requesting delivery of the Products at a "collection point", the Seller informs you that The Site does not offer you the option of collecting the Product from a "pick-up point" other than the address you provided during the purchase process. You are nevertheless invited to access the Site regularly to check whether this delivery option is subsequently made available on the Site.

6.6 You may choose Shop Pick-up as delivery method. In the event that you choose In-Store Collection, you will be able to collect the Product purchased at the point of sale ("Shop") selected by you among those eventually indicated on the Site as available for collection. As soon as the Product is ready for collection, the user will be informed to this effect by the Seller. The Product may be collected by the user during the opening hours and days of the Store. In order to collect the Product, the user or the user's delegate shall provide the staff of the Store with suitable documentation certifying the purchase.

## **Art. 7 Right of withdrawal**

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

7.2 The right of withdrawal is the right of the Consumer to terminate the purchase contract without being obliged to provide a reason. If you purchased as a Professional, the right of withdrawal does not apply, unless otherwise agreed with the Seller. Possible exceptions to the right of withdrawal are set out in this article 7. If there are no exceptions to the right of withdrawal, this article 7 is fully applicable.

- On the occasion of further purchases, you are invited to read this article to check whether there are any exclusions to the right of withdrawal.

7.3 If you are a Consumer (and if no exceptions apply) you have the right to cancel the contract for the purchase of the Product without giving any reason and without incurring costs other than those provided for in this article within a period of fourteen calendar days (Cooling-Off Period). To exercise your right of withdrawal, you must inform the Seller, before the expiry of the Withdrawal Period, of your decision to withdraw. To this end, you can write to the Seller at the contact details indicated in the Foreword, or use the contact form on the Site. You have exercised your right of withdrawal within the Withdrawal Period if notice of the exercise of your right of withdrawal is sent by you before the expiration of the Withdrawal Period. Unless otherwise agreed, the direct costs of returning the Products shall be borne by the Consumer, as well as the responsibility for the transportation of the same. In case of exercising the right of withdrawal, the Product must be delivered at the Seller's premises, or at the different address communicated by the Seller. The Withdrawal Period expires after 14 days:

- in the case of an order for a single Product, from the day on which you or a third party, other than the carrier and designated by you, acquires physical possession of the Products;
- in the case of a Multiple Order with separate deliveries, from the day on which you or a third party other than the carrier and nominated by you takes physical possession of the last Product; or
- in the case of an order for delivery of a Product consisting of multiple lots or pieces, from the day on which you or a third party, other than the carrier and nominated by you, takes physical possession of the last lot or piece.

7.4 If the withdrawal is applicable, the Seller shall proceed to refund the Total Amount Due, including delivery costs, if applicable, without undue delay and in any event no later than 14 calendar days from the day on which the Seller was informed of the decision to withdraw from the contract. The refund will be made using the same payment instrument used for the initial transaction. In the event that the Products have been shipped using a carrier of the Consumer's choice and at the Consumer's expense, the Seller may suspend the refund until receipt of the Products or until the Consumer demonstrates that the Products have been returned, whichever is earlier. The Consumer is only responsible for the diminished value of the goods resulting from handling the Product

in a manner different from that necessary to establish the nature, characteristics and functioning of the Product. The Product must in any case be kept, handled and inspected with normal diligence and returned intact, complete in all its parts, fully functional, accompanied by all the accessories and illustrative sheets, with the identification tags, labels and disposable seal, where present, still attached to the Product and intact and not tampered with, as well as perfectly suitable for its intended use and without signs of wear or dirt. Moreover, the withdrawal is applied to the Product in its entirety. It cannot therefore be exercised in relation to parts and/or accessories of the Product. In the event that the Product for which the withdrawal has been exercised has suffered a decrease in value resulting from a handling of the goods other than that necessary to establish the nature, characteristics and operation of the Product, the Seller reserves the right to deduct from the amount of the refund an amount equal to this decrease in value. The Seller will give notice of this circumstance and of the consequent decrease in the refund amount, providing, if the refund has already been paid, the bank details for the payment of the amount due by the user due to the decrease in value of the Product. In the event that the withdrawal has not been exercised in accordance with the provisions of applicable law, it will not result in the termination of the contract and, consequently, will not entitle the user to any refund.

If the right of withdrawal exists, the Products must be returned to the address indicated in the 'Seller's Data' section in the Foreword.

7.5 This Article regulates a very important issue concerning the costs of return in the event of withdrawal.

In light of the provisions above, the Seller believes it appropriate to point out that the costs of returning the Product will be at your expense and under your responsibility.

### **Art. 8 Legal Warranty of Conformity**

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

8.2 The Seller shall be liable to the Consumer for any lack of conformity of the Product that becomes apparent within two years from said delivery. The action for claiming defects not fraudulently concealed by the Seller is prescribed, in any case, in the term of twenty-six months from delivery of the goods.

8.3 Unless there is proof to the contrary, it shall be assumed that the lack of conformity that becomes apparent within twelve months from the delivery of the Product already existed on that date, unless such assumption is incompatible with the nature of the Product or the nature of the lack of conformity. Starting from the twelfth month following the delivery of the Product, it shall instead be the burden of the Consumer to prove that the lack of conformity already existed at the time of the delivery of the same.

8.4 In case of lack of conformity of the good, the consumer has the right to the restoration of conformity, or to receive a proportional reduction in price, or termination of the contract on the basis of conditions established by Art. 135-bis and following of the Consumer Code.

8.5 The Seller shall not be liable for damages, of any nature whatsoever, deriving from the use of the Product in an improper manner and/or not in compliance with the instructions provided by the manufacturer as well as in case of damages deriving from unforeseeable circumstances or force majeure.

8.6 If you made the purchase as a Professional, the previous paragraphs of this article do not apply. In this case the legal guarantee is governed by Art. 1490 et seq. of the Civil Code; namely, eventual defects shall be communicated until 8 days from the discovery and the legal action is expired after 1 year from the delivery.

### **Art. 9 Manufacturer's Warranty**

The Manufacturer's Warranty is an additional warranty to the Legal Warranty of Conformity eventually provided by the Seller on the Products. Except as may be indicated on the Site, the Products sold on the Site are not assisted by the Manufacturer's Warranty. You may in any case assert your rights under the Legal Warranty of Conformity governed by the preceding article.

### **Art. 10 Applicable law and competent court; out-of-court settlement of disputes - Alternative Dispute Resolution/Online Dispute Resolution**

10.1 The purchase contracts concluded through the Site are governed by Italian law.

10.2 The application of any more favourable and mandatory provisions provided for by the law of the country in which they have their habitual residence to consumers who do not have their habitual residence in Italy is not affected. Please note that in the case of a consumer user, for any dispute relating to the application, execution and interpretation of this document, the competent court is the place where the user resides or has elected domicile. In case of professional user, for any dispute relating to the application, execution and

interpretation of this document is instead competent the Court where the Seller is located in accordance with what is provided in the Introduction.

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

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

10.5 In any case, the right of the consumer user to refer the dispute arising from these General Conditions of Sale to the competent ordinary judge, whatever the outcome of the procedure for the out-of-court settlement of disputes relating to consumer relations through recourse to the procedures referred to in Part V, Title II-bis of the Consumer Code, is not affected.

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

## **Art. 11 Customer Service**

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

11.2 The Seller shall respond in an approximate time of 4 days.

## **Art. 12 User Reviews**

12.1 Pursuant to the provisions of Legislative Decree No. 26 of 7 March 2023, the Site informs you that no tool is implemented on the Site that allows users to publish reviews.

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

## **Art. 13 Miscellaneous**

13.1 This document fully governs the relationship between you and the Seller. In any event, the rights and obligations provided for by the law applicable from time to time are not affected.

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