

GENERAL CONDITIONS OF SALE

Introduction

These General Conditions of Sale (hereinafter only "General Conditions") govern the sale of products marketed through the Website www.cliffi.com owned by CHEMI-VIT SRL with registered office in Quattro Castella (RE) - 42020 - Via Don Milani 5 / C - VAT number 00239700354.

All contracts for the purchase of products concluded, through the Website www.cliffi.com and according to the procedures indicated therein, between CHEMI-VIT SRL and the Consumer / Professional, will be governed by these General Conditions.

The contract for the sale of products and services concluded through the Site is governed by these General Conditions as well as, as applicable, by the provisions of Legislative Decree 6 December 2005 n. 206 ("Consumer Code"), of Legislative Decree no. 70/2003 and the provisions of the Civil Code, although not expressly provided for here.

The purchase of products on the Site is allowed both to customers who have the quality of Consumers and to customers who do not have this quality.

The purchase of products on the Site is allowed only to those who have reached the age of 18.

Definitions

Pursuant to art. 3, I comma, lett. a) of the Consumer Code, "Consumer" means the natural person user who uses the Site for purposes not related to his / her commercial, entrepreneurial, craft, professional activity, whether or not he is registered on the Site.

"Professional" means the natural or legal person who makes the purchase for purposes related to any commercial or professional activity carried out is or is not registered on the Site.

The inclusion of the VAT number during the purchase procedure is considered an indication of the execution of the purchase for purposes relating to the entrepreneurial, commercial, craft or professional activity carried out.

The term "Site" means the set of Web pages accessible by typing the url: www.cliffi.com.

The term "Products" means all products and / or goods and / or services marketed by CHEMI-VIT SRL on the website www.cliffi.com and forming part of its catalog and assortment.

Sales Price and Delivery Costs

All sales prices of the products indicated in the online electronic catalog are expressed in euros.

Unless otherwise indicated, product prices include VAT and all other taxes.

CHEMI-VIT SRL reserves the right to change the price of the Products at any time and also, possibly, several times during the same day, it being understood that the price charged to the Consumer / Professional will be that indicated on the Site at the time of placing the order.

The costs of delivery of the goods, if not already included in the price, will be added as indicated from time to time in the order form. Shipments abroad are an exception, where the cost will be calculated and agreed from time to time with the CUSTOMER.

In the case of exercising the right of withdrawal, the shipping costs that have already been paid by the Consumer / Professional are excluded from the refund.

Despite CHEMI-VIT SRL's commitment, it is not possible to exclude that for some of the products on the Site a different price from the actual one is indicated by mistake. CHEMI-VIT SRL will be responsible for checking the correctness of the prices before sending the Order and Shipping Confirmation.

If, due to technical errors, material errors or other inconveniences, the price indicated on the Site should be lower than the correct selling price of the product, the Consumer / Professional will be contacted to check whether he still wishes to purchase the product at the correct price.

If you do not wish to proceed with the purchase, the Order Proposal will be canceled. If the price indicated on the Site is higher than the correct selling price of the product, the Order will be followed up by charging only the lower price.

Registration

To make purchases through the Site it is necessary to register on the same. Registration on the Site is free and is allowed only to individuals who have already reached the age of majority.

To make purchases on the Site, both "Consumers" and "Professionals" must register. It is possible to make only one registration per Consumer / Professional.

To register, the Consumer / Professional must complete the registration form, entering his / her data (Name, Surname, **tax code / VAT number code**, E-mail address, Address, Zip, Telephone, Company name, **shipping address**) and must set a password to access your personal area (My Account). Registration is confirmed by email sent to the address provided by the Consumer / Professional.

By accessing your personal area it is always possible:

- consult the status of your order online
- manage the information relating to your personal profile (in particular, you can change the password to access the reserved area)
- modify the data relating to the shipping or billing address and / or add new shipping addresses

The registration credentials must be used exclusively by the Consumer / Professional and cannot be transferred to third parties. The Consumer / Professional must notify CHEMI-VIT SRL without delay in case of suspected improper use of the same. The registration credentials can be changed by the Consumer / Professional at any time by simply accessing the "My Account" section.

It is forbidden for the Consumer / Professional to enter false and / or invented and / or fictional data in the registration procedure necessary to activate the procedure for the execution of this contract and the related further communications for him; the personal data and the e-mail address must be exclusively the personal data of the Consumer / Professional and not of third parties, nor of fantasy.

The Consumer / Professional ensures that the registration credentials provided during the registration procedure on the Site are complete, correct and truthful. CHEMI-VIT SRL reserves the right to legally pursue any violation and abuse, in the interest and for the protection of all consumers.

The Consumer / Professional agrees to hold CHEMI-VIT SRL harmless from any compensation obligation, sanction deriving from and / or in any way connected to the violation by the Consumer / Professional of the rules on registration on the Site. The Consumer / Professional is solely responsible for the access to the Site using your registration credentials and is directly liable for any damage or prejudice caused to CHEMI-VIT SRL or to third parties from improper use, loss, misappropriation by others or failure to protect adequate secrecy of their registration credentials.

All operations carried out using the registration credentials are considered to have been carried out by the Consumer / Professional to whom the registration credentials refer.

CHEMI-VIT SRL reserves the right to refuse, at its sole discretion, the registration of any Consumer / Professional. CHEMI-VIT SRL also reserves the right not to accept any order that is abnormal in relation to the quantity of products purchased or the frequency of purchases made on the site.

The Consumer / Professional may at any time unsubscribe by writing to: privacy@chemivit.com or by clicking on the unsubscribe link at the bottom of the newsletter received.

Acceptance of the General Conditions of Sale

By placing an order on the Website www.cliffi.com, the Consumer / Professional declares to have read the conditions of sale, the proposed payment methods and the entire purchase procedure.

The confirmation of the order implies the unreserved acceptance of these General Conditions which prevail over all previous or specific versions, including the exchange of e-mails.

If the Consumer / Professional is a final Consumer (i.e. a natural person who purchases the goods for purposes not related to his professional activity), once the online purchase procedure has been completed, he will print or save an electronic copy and, in any case, keep it. these General Sales Conditions, in compliance with the provisions of articles 50 and following of the Legislative Decree. 206/2005 on distance selling.

Methods of purchase and conclusion of the contract

Currently, only shipping to Italy is available. In case you would like to receive the goods in a different country, please contact the customer care by email at info@chemivit.com before placing the order, to receive information about availability of the shipping, cost and timing.

The minimum order accepted is € 30.00 (excluding shipping costs).

The Consumer / Professional can purchase only the products present in the electronic catalog of the Site at the time the order is placed, as described in the relevant information sheets.

The products offered on the Site are limited in number and promotions and discounted prices may be applied. It may therefore happen that the ordered product is no longer available after registration of the purchase order. In any case of unavailability of the ordered product, the Consumer / Professional will be promptly informed by e-mail and the purchase order will be canceled. If the payment has already been made, CHEMI-VIT SRL will refund it within thirty days from the day after the order is sent.

Before submitting the purchase order, through the Shopping Cart, the unit cost of each selected product is summarized, the total cost in case of purchase of multiple products and the relative shipping costs (if applicable as indicated on the site) .

By sending the online order, the Consumer / Professional sends CHEMI-VIT SRL a proposal to purchase the product and / or products included in the so-called "cart".

When the Consumer / Professional places an online order for the products he has placed in the Cart, he agrees to purchase them at the price indicated in the information sheet and at the terms contained in these General Conditions.

By sending the order, the contract cannot yet be considered concluded.

Following the sending of the order, the Consumer / Professional will receive a first e-mail of "Order Proposal Receipt Confirmation" which has the sole informative function and does not in any way represent a true acceptance of the offer.

The contract with CHEMI-VIT SRL will be finalized only when CHEMI-VIT SRL sends a subsequent "Order Confirmation and Shipping" email indicating that the Order Proposal has been accepted and that the products are being shipped. .

The order sent by the Consumer / Professional will be binding only if the entire order procedure has been completed regularly and correctly without any indication of error messages by the Site and is accepted when the goods are shipped.

CHEMI-VIT SRL reserves the right not to accept incoming orders even without giving reasons. In this case CHEMI-VIT SRL will promptly notify the Consumer / Professional (no later than 30 working days from the day on which the order proposal was sent) to the e-mail address or telephone number entered in registration phase. In particular, orders will not be accepted if the material at the time of the order is not available in stock, if the Consumer / Professional does not respect the means and methods of payment indicated in these General Conditions, if the Consumer is a minor, if the order proposals do not give sufficient guarantees of solvency, are incomplete or incorrect.

Duration and Validity of the Offer and of the Price

The Consumer / Professional can only purchase the products present in the electronic catalog of CHEMI-VIT SRL at the time of placing the order and viewable on www.cliffi.com, as described in the relevant data sheets. informative.

The price of the products is that indicated in the online catalog, any changes or revocations of the offer will be governed by art. 1336 CC

Since access and the ability to submit orders online modify product availability in real time, CHEMI-VIT SRL does not guarantee the certainty of assignment of the ordered goods. Orders are handled chronologically from receipt of payment. The product offers presented on the Site are therefore valid within the limit of available stocks and subject to availability from suppliers.

Some products may not always or immediately be available, although present on the Site, and some products may be available with different characteristics. For this reason, the information sheet of each product indicates whether the selected product is:

- **"available"**: it means that the product is physically present in the central warehouse of Quattro Castella (RE), except in cases where, due to exceptional and unforeseeable events, the product is unsaleable because it is missing or damaged at the time of withdrawal from the warehouse and there are no other identical products to be delivered.

The Consumer / Professional can then proceed immediately with the purchase of the product, sending the order, according to the methods indicated on the Site.

- **"Not available"**: means that the product is not physically present in the Quattro Castella (RE) central warehouse, but CHEMI -VIT SRL reserves the right to check availability from its suppliers in order to provide for restocking as soon as possible.

In the latter case, the Consumer / Professional cannot send the order until the product is restocked and is therefore "available" again.

The products are presented as accurately as possible.

Not being able to guarantee the perfect representation of the products on the Site in particular due to the differences in color performance by the Internet navigation software and / or the display screens, CHEMI-VIT

SRL cannot be held responsible for the inaccuracy of the photographs appearing on the Site. Photos and drawings are purely illustrative, prices may vary due to transcription errors, discounts or changes to tax laws.

Methods of Payment

At the time of sending the Order Proposal, only the "commitment" of the amount will be made; the actual charge will take place only at the time of the Order Confirmation and Shipping.

In the event that it is not possible to debit the amount, the Order Proposal will be automatically canceled.

The Consumer / Professional can make the payment due by choosing one of the methods indicated on the Site and in particular:

- by credit card on a bank circuit outside the organization of CHEMI-VIT SRL
- by bank transfer in favor of cash on CHEMI-VIT SRL delivery to a credit institution indicated on the Site
- by, with some limitations and as indicated from time to time on the Site
- by paypal

Credit Card, Prepaid Card, Postepay, Bancomat enabled

As regards the method of payment by credit card, by filling in the appropriate space on the Website, the Consumer / Professional authorizes CHEMI-VIT SRL to use your credit card, and to debit your current account in favor of CHEMI-VIT SRL the total amount shown as the cost of the purchase made online. The charge takes place at the same time as the order is processed.

Online transactions take place via a secure connection directly connected to the system of the individual credit institutions managing the online payment service, to which CHEMI-VIT SRL cannot access. The secure payment system (secure connection and data encryption) prevents the reading of the information sent via the Internet, no one other than the credit institution, which verifies the validity of the data, can become aware of the data of the credit card used by the consumer. /Professional.

At no time during the purchase process CHEMI-VIT SRL comes into possession or is able to know information regarding the buyer's credit card. CHEMI-VIT SRL receives only, from the card manager, the authorization to proceed. CHEMI-VIT SRL can not be held responsible for any fraudulent and illegal use that may be made by third parties, credit cards and other means of payment, at the time of purchase of the products, not being, at any time, part of the procedure.

This method of payment does not include additional costs, except for the fees provided by your credit institution.

- **Bank Transfer**

If the payment is made by bank transfer in advance, the goods will be sent only when the payment is actually credited on the bank account of CHEMI-VIT srl.

Should the Consumer / Professional delay with the payment, we reserve the right to charge the reminder costs.

By opting for this payment method, delivery may be delayed by a few days - a period of time that may vary depending on the processing time of the bank (usually 2/3 working days).

The bank transfer must show the order number in the reason for payment and must be made out to:

CHEMI-VIT Srl

IBAN CODE: IT44B0200866160000100100920

BIC CODE: UNCRITM1V05

BANK: UNICREDIT

This method of payment does not include additional costs, except for the fees provided by your credit institution.

- **Cash on delivery (Italy only)**

Payment on delivery is in cash to the courier upon delivery of the products ordered. It is advisable to prepare the exact amount as the courier often has limited change.

CHEMI-VIT SRL cannot be held responsible in case of loss of cash.

Please note that according to the current legal provisions, cash orders over € 999.99 cannot be paid, therefore after this amount the cash on delivery option cannot be requested.

For orders over € 999.99 the possible payments are as follows:

- Credit Card (also prepaid or enabled ATMs)
- Paypal
- Bank Transfer.

The cash on delivery method involves a surcharge of: 3.00 euros.

- **PayPal**

With the PayPal payment system you can pay with your PayPal account or if you don't have one you can create it when paying for the order.

In this case you can choose whether to combine your credit card or current account with your PayPal account.

The online transactions carried out through the PayPal circuit take place via a protected and encrypted connection, therefore the data will only be visible to the payment manager.

When paying by credit card, the bank authorizes, together with the shipment of the order, only and solely the charge of the amount relating to the order itself.

If the order is canceled, CHEMI-VIT SRL notifies PayPal which in turn will transfer the amount to the Consumer / Professional by crediting it back to the PayPal account or in any case to the payment method used.

This method of payment does not include additional costs, except for the fees provided by your credit institution.

Shipping

Currently, only shipping to Italy is available. In case you would like to receive the goods in a different country, please contact the customer care by email at info@chemivit.com before placing the order, to receive information about availability of the shipping, cost and timing.

The cost (where applicable) will be added to the order amount. You will then have the opportunity to check the amount of shipping costs before concluding the purchase procedure.

Shipping costs amount to € 7 (seven) for each shipment up to € 60 and FREE for orders over € 60.00 (sixty / 00).

your order is sent directly to our logistics center, so that it can be processed within 24/48 working hours, within the limits of stock availability.

In the event that one or more items are not immediately available, we will notify you immediately and we will refund the sums already paid or, alternatively, where possible, we will agree with a possible partial shipment.

Normally the delivery of the goods requires an additional 24 working hours on the peninsula and 48 hours for the south and the islands.

By opting for the advance bank transfer as a payment method, the delivery is postponed by a few days (up to 2/3 working days, depending on the processing time of your bank). The goods will in fact be processed upon receipt of payment by us.

Once payment is received, we will entrust your goods to a professional carrier (Express Courier) whose approximate delivery times are 1/2 working days after collection, in most Italian locations. For delivery times you will not have to consider Saturdays and holidays. Any delays occurring to the Courier during transport are not our responsibility and cannot constitute grounds for withdrawal or give the right to compensation.

The goods will be delivered during office hours, to the address indicated in the order form: since it is not possible to agree with the Express Courier a precise delivery time, we recommend using an address where someone is always present for collection. Remember to indicate exactly both the house number and the postal code of your area and that the name you have indicated to us must always coincide with the name or number shown on the intercom. When you collect the goods, always check that the number of packages shown on the transport document coincides with those ordered and that the packages delivered to you are intact.

For every order placed on the website www.cliffi.com CHEMI-VIT SRL issues a receipt or accompanying invoice for the material shipped. For the issuance of the tax document, the information provided by the Consumer / Professional at the time of the order is valid. After the issuance of the fiscal document it will not be possible to make changes to it.

To receive an invoice, this must be requested before the conclusion of the order. In the absence of requests, CHEMI-VIT will issue a receipt.

Except for promotions specified on the Site, the shipping costs, indicated on the Site itself, are charged to the Consumer / Professional and are clearly stated when placing the order.

Upon delivery of the goods by the courier, the Consumer / Professional is required to check that:

- the number of packages delivered corresponds to what is indicated on the invoice;
- the packaging is intact, not damaged, wet or otherwise altered, even in the sealing materials (adhesive tape).

Any damage to the packaging and / or the product or the mismatch in the number of packages or information must be immediately reported to the courier, subject to written control (specifying the reason for the reservation, eg "laundry packaging", "packaging crushed ", etc.) on the courier's proof of delivery. Once the courier's document has been signed, the Consumer / Professional will not be able to make any

objection about the external characteristics of what has been delivered and will lose the possibility of asserting their rights in this regard.

Any problems concerning the physical integrity, correspondence or completeness of the products received must be reported within 7 days of delivery, according to the procedures set out in this document.

For any inconvenience related to shipments, you can contact our assistance service, at the email address info@chemivit.com, or by telephone at 0522/887959, which will resolve the problems.

Failure to collect

In the event of non-delivery due to the absence of the recipient, at the address indicated by him in the order, the courier will leave a notice and try again a second time or if you want you can arrange free delivery within the next 3 days. If the recipient is still absent, the courier will keep the goods in stock at his warehouse for three days.

If the goods are not collected at the second passage, the Express Courier will keep the goods in storage at its warehouse for three days. We hope that you will collect the goods: otherwise, we will be forced to charge you the additional costs for not collecting the shipment.

will also have the right to CHEMI-VIT SRL exclude the Consumer / Professional from subsequent purchases or to make the provision of the service subject to online payment.

Property Right

CHEMI-VIT SRL remains the owner of the goods as long as the payment by the Consumer / Professional is not credited to the account of the same.

Obligations and Responsibilities

CHEMI-VIT SRL undertakes to correct all errors in the description of the products offered on the Site as quickly as possible, starting from the notification of the same by the Consumer / Professional. The reporting of such errors can be sent to the e-mail address: info@chemivit.com

CHEMI-VIT SRL is not liable in the event of damage, of any kind, deriving from the use of the product improperly and / or not in accordance with the instructions provided by the manufacturer as well as in the event of damage deriving from unforeseeable circumstances or force majeure.

In no case can CHEMI-VIT SRL be held responsible for the non-fulfillment of any of the obligations deriving from the contracts subject to the General Conditions in the event that the non-fulfillment is caused by unforeseeable circumstances and / or force majeure, therein. including but not limited to natural disasters, terrorist acts, network malfunctions and / or blackouts.

CHEMI-VIT SRL will not be liable for any damages, losses and / or costs incurred as a result of the non-execution of the contract for the reasons mentioned above, as the Consumer / Professional is only entitled to a refund of the price paid.

CHEMI-VIT SRL guarantees compliance with the quality standards relating to the products.

Therapeutic foods should only be administered after consulting your trusted veterinarian. CHEMI-VIT SRL declines all responsibility for the consequences deriving from inadequate or improper use of therapeutic foods and any other pet food purchased by customers through the Site..

Any liability relating to the poor condition of the products due to improper handling subsequent to the time of delivery, is excluded.

Any disputes relating to the execution of the service may be raised, under penalty of forfeiture, within ten days following the delivery of the products. The Consumer / Professional, from the moment in which he receives the damaged goods or requests their return to the carrier, has direct and exclusive action against the carrier itself. The latter is also liable for the delay in delivering the goods to the recipient. CHEMI-VIT SRL in such cases, must be considered exempt from any responsibility for loss or damage (damage) of the goods from the moment in which the same is delivered without reservation to the carrier for transport.

In the event of partial loss or damage not recognizable at the time of delivery, the Consumer / Professional must report the damage just known to the carrier, under penalty of forfeiture, no later than eight days from receipt, by registered letter with return receipt. .

Likewise, CHEMI-VIT SRL is not responsible for any fraudulent or illegal use of credit cards, checks and other means of payment. CHEMI-VIT SRL, in fact, at no time during the purchase procedure is able to know the credit card number of the Consumer / Professional which, through a secure connection, is transmitted directly to the service manager.

CHEMI-VIT SRL reserves the right to temporarily suspend, without any prior communication, the provision of the services of the Site for the time strictly necessary for the technical interventions necessary and / or appropriate to improve the quality of the same services and for the ordinary and extraordinary maintenance of the Site, of its contents and functionality.

CHEMI-VIT SRL may, at any time, interrupt the provision of the services of the Site if there are justified reasons of security or breaches of confidentiality, in this case notifying the Consumer / Professional possibly through the Site itself.

Legal Guarantee of Conformity

All products marketed by CHEMI-VIT SRL through this site are covered by the 2-year legal guarantee for lack of conformity, provided for by art. 128-135 of Legislative Decree no. 206/2005 ("Consumer Code").

The 2-year legal guarantee, pursuant to Legislative Decree no. 206/2005, applies to products that present a lack of conformity, provided that the same has been used correctly, in compliance with its intended use and as provided in the attached technical documentation. This guarantee is reserved only for the private consumer (a natural person who purchases the goods for purposes not related to his professional activity or makes the purchase without indicating a VAT number in the order form).

This guarantee does not apply to products purchased with an invoice and VAT number from "Professionals". For each product purchased by a Professional customer, the latter will benefit from the guarantee for defects in the thing sold pursuant to art. 1490 and following of the CC; the action of the Professional Customer aimed at enforcing the warranty for defects is prescribed after 12 months from the delivery of the purchased product and the relative defects must be reported within the terms and conditions established by art. 1495 of the Italian Civil Code

In order to take advantage of the Legal Guarantee, the Consumer must keep the invoice or the order confirmation email that CHEMI-VIT SRL sent him as well as the DDT or any other document that can certify the date of the purchase. (e.g. credit card statement or bank statement).

The Consumer loses any right provided for by art. 130 of Legislative Decree no. 206/2005, if you do not report the lack of conformity to CHEMI VIT SRL within and no later than 2 (two) months from the date on

which it was discovered, provided that it is not a Product which by its nature is perishable or subject to expiration in a shorter period, in which case the defect must be reported within this shortened period.

Unless proven otherwise, it is assumed that the lack of conformity that occurs within six months of delivery of the products already existed on that date, unless this hypothesis is incompatible with the nature of the product or with the nature of the lack of conformity. From the seventh month following the delivery of the product, it will instead be the responsibility of the Consumer to prove that the lack of conformity already existed at the time of delivery of the same.

- There is a lack of conformity when the purchased good:
 - is not suitable for the use to which goods of the same type are normally used;
 - does not conform to the description made by CHEMI-VIT SRL and does not possess the qualities of the good that CHEMI-VIT SRL presented to the Consumer as a sample or model;
 - does not have the usual qualities and performance of a good of the same type, which the Consumer can reasonably expect, also taking into account the statements made in advertising or labeling;
 - it is not suitable for the particular use desired by the Consumer and which has been brought to the attention of CHEMI-VIT SRL at the time of the conclusion of the contract and which CHEMI-VIT SRL has accepted.
- Any faults or malfunctions caused by accidental events or by the responsibility of the Consumer or by a use of the product that does not comply with its intended use and / or as provided in the technical documentation attached to the product are therefore excluded from the scope of the Legal Guarantee.

In the event of a lack of conformity duly reported within the terms, the Consumer has the right:

- primarily, to free repair or replacement of the good (with a similar good or if not available with an equivalent good), at his choice, unless the requested remedy is objectively impossible or excessively burdensome compared to the other;
- in the alternative (i.e. in the event that the repair or replacement is impossible or excessively expensive or the repair or replacement has not been carried out within reasonable terms or the repair or replacement previously carried out has caused significant inconvenience to the Consumer) to the reduction of price or termination of the contract, at your choice.

The requested remedy is excessively burdensome if it imposes unreasonable expenses on CHEMI-VIT SRL compared to the alternative remedies that can be carried out, taking into account:

- the value that the asset would have if there were no lack of conformity;
- the extent of the lack of conformity;
- the possibility that the alternative remedy can be carried out without significant inconvenience to the Consumer.

In cases where the application of the guarantees provides for the return of the product, the goods must be returned by the Consumer in the original packaging, complete in all its parts (including packaging and any documentation and accessory equipment).

The costs of transporting the goods are to be considered on the outward journey to be paid by the Consumer and the return paid by CHEMI-VIT SRL. In the event that the product sent to us is found to be functional, the costs of transporting it to the Consumer will also be borne by the latter.

In the event that, for any reason, CHEMI-VIT SRL is unable to replace a product under warranty, it may proceed, with the Consumer's consent, to replace it with a product of equal characteristics and value or to re-credit the value of the goods.

Manufacturer's Conventional Warranty

The products sold on the Site may, depending on their nature, be covered by a conventional warranty issued by the manufacturer ("Conventional Warranty").

The Consumer / Professional can only enforce this guarantee against the manufacturer. The duration, the extension, even territorial, the conditions and methods of use, the types of damage / defects covered and any limitations of the Conventional Warranty depend on the individual manufacturer and are indicated in the so-called warranty certificate contained in the product packaging.

The Conventional Guarantee is voluntary and does not add to, replace, limit, and does not affect or exclude the Legal Guarantee.

Replacement of Goods

The Consumer / Professional has the right to request the replacement of the goods received, in the event that CHEMI-VIT Srl has shipped a product other than the one ordered.

To request the replacement of the goods it is necessary to write an e-mail to the address: within 14 working days info@chemivi.com or call our number 0522/887959 indicating:

- Name of the Consumer / Professional
- Name or code of the product / s / i incorrect
- Name or code of the product / s you want to replace

CHEMI-VIT Srl will send a courier at its own expense to collect the goods and ship the replacement products within 7 working days (in the case of immediate availability of the product) or within 25 working days (if the product is not immediately available).

Under penalty of ineffectiveness of the right of replacement, all items must not have been used and must be provided with the original packaging and any manuals, without any lack.

In the event that the item is no longer available, the buyer will be contacted by our Customer Service who will insert in the buyer's personal card a credit corresponding to the value of the goods paid, which can be used for the next order or if the buyer prefers. , CHEMI-VIT Srl will pay the amount by bank transfer to the current account indicated by the same.

Attention: the shipping costs will be borne by the Consumer / Professional in the event that the item received matches the one ordered but is of an unsuitable size / size / format / taste.

Consumer Right of Withdrawal

Pursuant to art. 64 and following of Legislative Decree 206/2005 if the customer is a consumer has the right to withdraw from the purchase contract for any reason, without the need to provide explanations and without any penalty except for the direct costs for returning the goods. Although not required by law, in order to improve the service, a brief explanatory note of the reason for the withdrawal would be welcome.

The right of withdrawal can be exercised in the following ways:

- By accessing the section of the site "My Account" after having authenticated with username and password.
- By submitting to CHEMI VIT SRL any other explicit declaration of the will to exercise the right of withdrawal, also by completing the "Withdrawal Form" on the Site [here](#) as required pursuant to Annex I, part B of Legislative Decree 206/2005 and subsequent amendments, which must be sent, by registered letter with return receipt or by courier with acknowledgment of receipt, to the address indicated on the same.

The withdrawal period expires after 14 days:

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

If the right of withdrawal has been exercised after delivery has already taken place, the Consumer is obliged to return it to CHEMI-VIT SRL at his own expense. within 14 working days from the date of communication of withdrawal.

Under penalty of ineffectiveness of the right of withdrawal, the goods must not have been used (not even partially), they must be complete with everything originally delivered to the Consumer and must be provided with the original wrapping (the packages must not be opened unless necessary to establish the nature, characteristics and functioning of the asset), accompanied by all accessories and leaflets, with identification tags, labels and disposable seal, where present, still attached to the product, intact and not tampered with. In the case of a kit, the entire kit must be returned, only some components or parts of it cannot be returned.

In the event that there is the possibility of purchasing certain products by taking advantage of specific promotions (for example 3x2, buy product X and you will get product Y as a gift, etc.), the right of withdrawal may also be exercised with the return of only some of the Promotional products: in this case, the price of the returned product actually paid and resulting from the commercial document / purchase invoice will be refunded, with shipping costs charged.

Where the right of withdrawal has been correctly exercised CHEMIVIT SRL will proceed to reimburse all payments received from the Consumer without undue delay and in any case within 14 (fourteen) days from the communication of the withdrawal provided that it has already received the return of the goods.

CHEMI-VIT SRL will, pursuant to paragraph 3 of art. 56 of the Consumer Code, to re-credit the amount paid (shipping costs excluded). The re-credit of the amount paid will take place only after the return of the goods and only after verifying the integrity of the same.

The reimbursement will take place in the same manner in which the Consumer made the payment. In the case of a bank transfer, the Consumer will promptly provide the bank details on which to obtain the reimbursement (IBAN and current account holder), if different from those with which the payment was made.

In case of payment by PayPal or credit card, the refund will be made on the same card used for the purchase. CHEMI-VIT SRL it has no power to intervene on the timing of re-credit which are at the discretion of the reference bank.

In the event that the payment is made on delivery, the price paid will be returned by bank transfer (delivery costs excluded).

The Consumer will not be able to exercise the right of withdrawal for products made to measure or clearly personalized or which, by their nature, cannot be returned or are liable to deteriorate or expire rapidly and in any case in all cases provided for by art. 59 of Legislative Decree 206/2005.

The Goods must be returned at the expense of the Consumer and via traceable shipping to: CHEMI-VIT SRL - Returns Service - Via Don Milani 5 / C - 42020 - Quattro Castella (RE).

Shipping costs will be borne by CHEMI-VIT SRL only in the event that the item received by the Consumer does not correspond to the one ordered, is defective or deteriorated. In this case CHEMI-VIT SRL will at its own expense return the correct product and collect the incorrect product.

Responsibility of Users

Browsing the website www.cliffi.com is the sole responsibility of the users. CHEMI-VIT Srl cannot be held responsible for failures, errors, computer viruses that could hinder the continuity of access to its Site or for malfunctions in the IT installation of users that could be found following access to the Site.

It cannot at any time be required to repair any direct or indirect damage that could be connected to the use, access to its Site or to the downloading of elements stored on the Site (images, texts, files, videos...).

Force Majeure Cause of the Consumer / Professional

No party can be held responsible for the total or partial non-execution of its obligations, if this non-execution is due to fortuitous events or to the occurrence of a constitutive element of force majeure such as, in this case and without list is limiting, flood, fire, storm, lack of raw materials, transport strike, partial or total strike or lock-out.

The Consumer / Professional affected by such events must inform the other party as soon as possible and at the latest within five (5) working days from the occurrence of such event.

The parties agree that they will have to agree according to the best terms in order to jointly determine the methods of execution of the order for the duration of the case of force majeure.

Modification of the General Conditions of Sale

CHEMI-VIT Srl reserves the right to modify these General Conditions of sale. Any new version of them will be reported on the Site.

The online version on the Site at the time of the order will prevail over any other version of these previous General Conditions of sale.

Integrity of the Contract

These General Conditions of sale and the summary of the order sent to the buyer form a contractual whole and constitute the entirety of the contractual relations between the parties.

Termination of the Contract and Express Termination Clause

CHEMI-VIT SRL has the right to terminate the contract by notifying the Consumer / Professional. In this case, the Consumer / Professional will only be entitled to a refund of any sum already paid.

In case of total or partial non-payment of the price CHEMI-VIT SRL reserves the right to declare pursuant to and for the purposes of art. 1456 of the civil code terminated this contract by sending a written communication to the electronic address of the Consumer / Professional, without the need for a judicial

decision, without prejudice to the right for CHEMI-VIT SRL to take legal action for compensation of further damage.

How to cancel the order

If the Consumer / Professional decides to cancel an order placed, he can do so by accessing his reserved area (My Account) before receiving the "Order Confirmation and Shipping" email from CHEMI-VIT SRL.

Complaints

Customers who intend to make a complaint can send an e-mail using the contact form on the Site ("Contact Us" section) or call 0522/887959.

Site contents and intellectual property rights

All the contents of the Site, such as, by way of example, images, graphics, logos, trademarks, photographs, texts, documentation, sounds, videos and any other material, in any format, including all the web pages of the Site, are the exclusive property of CHEMI-VIT SRL and other rights holders (e.g. manufacturing and / or distributing companies).

In fact, the reproduction, modification, duplication, copying, distribution, sale or in any case the use and / or exploitation of the contents of the Site is prohibited.

Any copying and / or dissemination of the contents present on the Site is subject to the written consent of CHEMI-VIT SRL.

Applicable law, dispute resolution and competent court

These General Conditions are governed by Italian law and must be interpreted in accordance with them, therefore, without prejudice to the prevailing mandatory rules of the consumer's country of residence, any dispute relating to the application, execution, interpretation and violation of this contract is subject to Italian jurisdiction.

For any dispute between the parties regarding the interpretation, execution or termination of these General Conditions or of individual purchase orders if the customer is a Consumer pursuant to the Consumer Code, the court of the place of domicile or residence of the Customer will be competent. on the basis of the applicable law or, at the choice of the Customer in the event of action taken by the same, by the Court of Reggio Emilia. If the customer is a "Professional" or acts in the exercise of his own business, commercial, craft or professional activity, the parties consensually establish the exclusive jurisdiction of the Court of Reggio Emilia.

- Alternative dispute resolution

Given that CHEMI-VIT SRL is always available for an amicable settlement of disputes that have arisen, is the Consumer resident in Europe Informed that the European Commission has set up an online dispute resolution platform ODR ("Online Dispute Resolution") derived from the purchase of goods online.

This procedure introduced by Regulation (EU) no. 524/2013 and in Italy by Legislative Decree no. 130/2015 allows a quick, simple, economic and extrajudicial resolution of disputes arising between consumers and companies relating to a product or service purchased online.

Through the ODR platform, accessible at the following link: <http://ec.europa.eu/consumers/odr/>, it is possible to consult the list of ODR bodies and start an online resolution procedure for the dispute that has arisen.

In any case, the Consumer has the right to contact the ordinary judge competent for the dispute arising from these General Conditions of Sale, whatever the outcome of the out-of-court settlement procedure described above, as well as the possibility, where the conditions exist, of promote an out-of-court resolution of disputes relating to consumer relations through recourse to the procedures referred to in Part V, Title II - bis of the Consumer Code (i.e. Legislative Decree no.206 / 2005)

Amendments and additions to these General Conditions of sale

CHEMI-VIT SRL reserves the right to modify the General Sales Conditions at any time.

The Consumer / Professional will be asked to accept the conditions in force at the time of purchase.

The new versions of the conditions of sale will be valid from the date of online publication and only with reference to orders placed after that date.

It will be possible to check any previous versions of the Online Conditions in the appropriate section of the Site.