

MARE A TAVOLA s.r.l.

LEGAL DOCUMENTS GENERAL TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE AND THE NEWSLETTER, TERMS AND CONDITIONS OF SALE OF PRODUCTS Version 1.0 - June 2021

Dear Visitor/User/Customer,
within this document you can find all the General Terms and Conditions of Services related to the use of our Website, the supply of our Services (e.g. the Newsletter) and the Sale of our Products.

Whether you browse the Websites' pages you are considered a "Visitor"; in case you perform the Sign Up in order to purchase our Products or to benefit from one of our Services (e.g. Newsletter), you are then regarded as "User" (or "Customer").

We commit to make all our Legal Documents easy to understand and consult.

Therefore we have structured this document, named "General Terms and Conditions of Services for the Use of the Website and the Newsletter, Terms and Conditions of Sale of Products" with a summary divided in Sections with numbered listings: this might be useful to quickly find references to what you are looking for.

Each Section deals with a particular "topic".

In addition we have created (in order to be able to shorten the text in the most important content) two other Sections:

- "Common Rules", including clauses applying equally to everything we provide you with;
- "Glossary", which explains the meaning of the words written with capital letters.

As long as it concerns your Personal Data Processing, please refer to [Privacy Policy](#) and [Cookie Policy](#).
For any doubt or request on Legal Documents you can get in touch with us at the address info@mareatavola.it

The clauses highlighted in this way are considered restrictive according to art. 1341 and 1342 civil code and legislative decree n. 206/2005 (Consumer Code): they require particular attention from you, and are therefore submitted to your specific approval (as per law) during the Registration process.

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A) USE OF THE WEBSITE

1. Current Section, also indicated as Terms of Use of the Website, governs the provision of the Website's pages to the Visitor/User.
2. Using the Website, the Visitor acknowledges that he/she has read and accepted the Terms of Use.
3. The Company therefore recommends the Visitor to carefully read the Terms of Use, as they represent a binding legal contract by and between the Visitor and the Company with reference to the use of the Website by the Visitor.
4. If the Visitor does not agree with any of these provisions, he/she is recommended to leave the Website and cease using it.
5. The Website is owned by Mare a Tavola S.r.l., hereinafter referred to as the "Company", as per

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Glossary that specifies its identification data.

6. The Website was released to ensure the Company some presence on the Web and, possibly, also to provide the Services as indicated from time to time.
7. The Company reserves the right to no longer make available, in whole and/or in part, the Website itself, and/or modify, delete and replace the Services available.
8. The Visitor acknowledges and accepts:
 - 8.1. that the Contents of the Website are for informational purposes only;
 - 8.2. that the Company will process the Visitor's Data in accordance with the provisions of the Privacy Policy and the Cookie Policy;
 - 8.3. that the Company will provide the Website compatibly with the needs related to any scheduled or extraordinary and unmissable maintenance work;
 - 8.4. that the costs of connection to the internet network, and those possibly related to the Modes of Connection, are at your own expense.
9. The Company has the right to:
 - 9.1. modify, update, suspend, limit or interrupt at any time the operation of the Website, or modify and/or replace its domain name;
 - 9.2. analyze the traffic on the Website (e.g. detect the most visited pages, the number of visitors by time slot or daily, the geographical origin, the average connection time, the browsers used, the origin of the visitor - from search engines or other sites -, phrases and words searched, etc.) to understand how it is used and manage, optimize and improve it, or even just for statistical purposes;
 - 9.3. solve operational problems (e.g. anomalies in page loading);
 - 9.4. perform monitoring activities to repel and/or prevent computer attacks and fraud.
- 10. WARRANTY EXCLUSIONS AND NO ASSISTANCE**
 - 10.1. The Website is provided "AS IS" and "AS AVAILABLE", and therefore the Company makes no express or implied warranties whatsoever (including the implied warranties of non-infringement, merchantability and fitness for a particular purpose), and that it may be temporarily inaccessible or otherwise contain defects or delays.
 - 10.2. In particular the Company makes no warranties about:
 - a. suitability of the Website with respect to the needs of the Visitor and/or the User;;
 - b. availability of and absence of errors on the Website;
 - c. quality of the Website;
 - d. revisions of technical mistakes on the Website.
 - 10.3. The Company will make every reasonable effort to grant the Visitor continuous access to the Website and without any interruptions to the Websites or the Services but in any case the Society can not be held responsible for one or more Services or Contents put at the Visitor disposal (also for free) resulting temporarily or permanently inaccessible.
 - 10.4. The Company is not responsible for any errors, inaccuracies, omissions and, more generally, for damages caused, directly or indirectly, by decisions taken or initiatives undertaken by the Visitor and/or Third Parties on the basis of (and/or as a result of) the Contents of the Website.
 - 10.5. The Company does not warrant the provision of technical support with respect to the Website.

B) SERVICES

1. NEWSLETTER

- 1.1. Newsletter's Service consists of sending e-mails to the address provided by the User regarding news, data, information or insights or news about Products and Services of the Society and/or the Society itself (even about Marketing).
- 1.2. The Service is for free.
- 1.3. By signing in the Newsletter, through the filling of the form on the Website or selecting the proper icons on other pages of the Website (e.g. checkout's pages for the purchase of Products), the User acknowledges to have legal capability to act as stated in your own current Applicable Law to accept the current General Terms and Conditions. This acceptance is carried out with the "point-and-click" mode.
- 1.4. Once completed the subscription, the User will receive an e-mail to confirm that the User has filled in the form and that this User is interested in receiving the Newsletter.
- 1.5. By signing in at the Newsletter, through the filling of the form on the Website or selecting the proper icons on other pages of the Website the User acknowledges to have legal capability to act to accept these General Terms and Conditions according to the Applicable Law. This acceptance is carried out with the "point-and-click" mode.
- 1.6. The User, at any moment, might decide to unsubscribe and stop receiving the Newsletter, following

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the instructions included in each email.

C) SELLING CONDITIONS

Dear User,

we wish to inform you that this Section **REPRESENTS A BINDING PRODUCT SALE CONTRACT**. Therefore, accepting this Section as indicated in the following article 2, **YOU WILL STIPULATE A BINDING CONTRACT WITH THE COMPANY**.

We anticipate that the **CHARGE OF THE PRICE OF THE PRODUCTS WILL TAKE PLACE SOLELY AT THE MOMENT OF THE PRODUCTS' SHIPPING**.

For further information on payment authorization see the dedicated help page.

1. SCOPE

- 1.1. The current Section, also indicated as Selling Conditions, governs the Selling of the Products from the Company.
- 1.2. Provisions of this Section also apply to paid Services, possibly available on the Website that you might purchase, to the extent permitted by Applicable Law and unless otherwise specified in the Website.
- 1.3. The presentation of Products on the Website or through Company's mobile applications connected to the Website constitutes an invitation to offer addressed to you.

2. PURCHASING PROCESS AND SALES CONTRACT

- 2.1. If you wish to buy one or more Products, you can do it through the dedicated pages on the Website, even without Registration. Registration was designed particularly for enterprises and entities of other types. In case you do not Register, you might have a limited user-experience in terms of functioning, *comfort* or other accessory services, without prejudice to the purchase process or selling of the Products.
- 2.2. You might start the purchasing process by selecting the Products available on the Website and putting them into the "cart". After selecting all the items that you wish to buy, you might close the "cart" and send your request through the box "checkout" on the Website.
- 2.3. By selecting the box " Order Now", provided that you have accepted the present General Terms and Conditions:
 - a. you accept all the provisions included in the General Terms and Conditions, in particular the Selling Conditions;
 - b. you will forward your order to the Company, and you will enter into a binding sale contract.
- 2.4. Once the purchase order arrives at the Company, the latter will work your request and you will receive as soon as possible a recap email, detailed with information about the shipping details when known.
- 2.5. In case your order is sent through different shipments, you might receive various recap emails of your order.
- 2.6. The Customer commits to verify the fairness of the data indicated prior and after the sending of the purchase order, committing to rectify promptly every wrong information communicated to the Company. It is therefore understood that the Company will not be held responsible for the delivery of different Product and/or in places unrequired by the Customer, whether this error is determined by inaccuracy in the communication from the Customer.
- 2.7. Payment must be done at the end of the checkout process when the Customer has chosen payment by electronic means through the Website; or when the shipping is delivered if the Customer has chosen " cash on delivery" paying method. Without prejudice to the right of withdrawal under the terms and conditions of Article 4 of the Selling Conditions.

3. PAYMENT AND INVOICE

- 3.1. Payments are permitted only in the following ways:
 - a. Paypal checkout, or Paypal credit card including Postepay;
 - b. Bank transfer;
 - c. Cash on delivery.
- 3.2. The Company does not accept any other form of payment.
- 3.3. Once clicked on the "Order Now" button, you will be required to choose among one of the aforementioned payment method.
- 3.4. Whether is selected the payment through bank transfer, the payment must be done at the following bank details:

IBAN:IT79H0623015200000030674530

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Headed to: MARE A TAVOLA S.r.l.

CREDIT AGRICOLE

BIC/SWIFT: CRPPIT2P661

Please note: Indicate as reason the Customer's Number of Order related to the purchase.

In this case the Products' shipment will start once the bank transfer is received. So the shipment will be done a few days after the order, due to the processing time of the bank institute.

- 3.5. The purchase's transactions with credit card take place on Paypal protected Website.
- 3.6. Each order on the website, whether the User has specifically requested it during the order and is a VAT holder or has indicated a valid Fiscal Code at the Registration, the Company will provide an invoice related to the User's purchase, sending it to the e-mail of the owner of the order, according to art. 14 D.P.R. 445/2000 and Legislative Decree 52/2004. The details indicated in the invoice, relies on the information supplied by the User during the order. No variation on the invoice will be possible after its issue.
- 3.7. All the items exposed and sold on the Website are intended for personal use, both of consumers and VAT holders; transfer of goods via internet, being assimilated to mail order, involves the application of art. 2 paragraph 1, letter OO of D.P.R (Presidential Decree) n. 696/96, which excludes this transfer from the mandatory tax certification (ticket and receipt) or from the invoice whether unrequired from the User.

4. RIGHT OF WITHDRAWAL

- 4.1. Subject to the exceptions indicated thereafter, you have the right of withdrawal from the order, without any explanation, within 14 (fourteen) days from the day you have received the Product (or the last Product, batch or piece in case of goods, batches or multiple pieces delivered separately).
- 4.2. You will have to communicate to the Company the exercise of the right of withdrawal following the instructions available at the page "Shipments and Returns".
- 4.3. In order to exercise the right of withdrawal it is necessary to send the proper communication to the Company before the expiration time of 14 (fourteen) days and that the Product is returned to the Company according to the instructions available at the page "Shipments and Returns".
- 4.4. We will refund you of every payment received related to the Product for which you have exercised the right of withdrawal, including shipping costs, within 14 (fourteen) days from the day the Company has received the communication about the exercise of the right of withdrawal. The Refund will be done with the same paying method as the one used to complete the order, except for different requests from the Customer. Anyway you will not face any cost as a consequence of the refund.
- 4.5. We might keep the refund as long as we have not received the Product, or until you haven't given proof of the return to the Company, depending on which situation occurs first.
- 4.6. You are required to return the Products following the instructions available at the page "Shipping and Returns" within 14 (fourteen) days from the day you have communicated the withdrawal. You will have to bear direct costs for the return of the Products.
- 4.7. You might be held responsible for any decrease in value of the goods resulting from manipulation of the goods (other than that necessary to establish the nature, characteristics, and operation of the assets).
- 4.8. Withdrawal right does not apply in case of:
 - supply of sealed goods which are not suitable to be returned for hygienic reasons or for the protection of health, and that have been opened after the delivery or in case of supply of Products that are, after the delivery, inseparably mixed to other goods;
 - supply of packaged goods customized or clearly personalised;
 - supply of goods which risk to spoil or expire rapidly;
 - fee-based Service contracts after the fulfillment of the supply of the Service from the Company, if you have expressly confirmed the execution of the service from the Company, accepting the loss of withdrawal right after the full execution of the contract.
- 4.9. For further information about the withdrawal right and related operating instructions, please contact us.

5. PRICES AND AVAILABILITY

- 5.1. Prices of the Products are those indicated on the Website at the moment of the purchasing order of the Products. Every price involves VAT applicable according to applicable law.
- 5.2. The information on the availability of the Products listed on the Website, as well as the presentation page of his Product. Other than the information on the Website we are not able to provide more specific information regarding the availability of the goods.
- 5.3. Estimated time of sending and delivery of the Products are purely indicative and one cannot rely completely on them.
- 5.4. All prices indicated are intended including VAT. All prices can be modified at any moment and without

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any notice.

- 5.5. Despite all our efforts we cannot exclude that occasionally, by mere clerical error, our inventory on the Website indicates a different price than the one actually applied to the User during the payment process. Anyway we will check fairness of the Products' prices during the examination of the order and eventual shipment of the Products. If, due to misunderstandings or other inconveniences, the price indicated on the Website shall result less than the correct selling price of a Product, we might contact you to verify whether you desire to purchase the Product anyway at the correct price or we might not accept your order. In case the correct price of a Product is less than the one indicated on the Website, we will charge you only the inferior correct price and send you the Product anyway.
- 5.6. All Products for sale and exposed on the Website, are assumed available at the moment of the purchase, unless for unforeseeable unavailability at the stock from our supplier and/or producer of the Company, due to computer errors, stock breaks, not announced depletion of stock, missing of deliveries due to carriers' strike, non-conformity of the product at the time of receipt or other causes which might be unforeseeable by the time of the Confirmation of Shipment. In any case of unavailability of the Product found by the Company after the Confirmation of Shipment, the Company will refund the unavailable Products in the order.
- 6. ORDER DELIVERY AND SHIPPING COSTS**
- 6.1. The Company delivers only within the Italian territory and other countries indicated on the Website.
- 6.2. Shipment costs of the purchased Products are charged to the User.
- 6.3. During the order process on the Website, the User must provide all necessary data for the shipment, the latter must also be correct (address and civic number, telephone number, possible peculiar indications for the courier without which the successful delivery is compromised).
- 6.4. It will be charged to the User also possible costs related to stock periods at the courier's place caused by mistakes or omissions in the information for the delivery (address, civic number, zip code, telephone number) imputable to the User.
- 6.5. The Company will not bear any costs related to the stock at the courier's place and/or shipment back to the Company of an undelivered package due to multiple absence of the User or his untraceability, either for serious reasons.
- 6.6. Costs related to the stock/return at shipper, caused by the aforementioned reasons, are to be paid by the User before a new order, via Paypal or bank transfer. The Company will provide a proper explanation of the amount to be paid, or the total amount including VAT charged by the carrier in the invoice. That sum is designed for the Company even without any further order from the User.
- 6.7. When the User chooses to pay via cash on delivery to the carrier and that has then refused the package without any previous notice to the Company, the latter reserves to ask for prepayment for future orders, in addition to the balance of the stock costs or shipment back to the sender.
- 6.8. The Company ships via express courier according with the following parameters:
 - a. shipping costs on Italian territory are indicated on the Website at the page "Shipments and Returns";
 - b. shipping costs on Italian territory, if indicated in the product sheet, are for free on some goods occasionally offered on special promotions;
 - c. some particular sites, such as Sardinia, insular Venice and minor islands, to avoid major costs of shipping, your order will travel with a trackable shipment as indicated in the page "Shipments and Returns";
 - d. for shipments outside Italy, the User is invited to previously ask a quote about shipping costs to the Company and, in case of custom costs, it will be applied art. 7 of the Selling Conditions.
- 6.9. The Company sends on average within 24-48 working hours from the moment of the payment, except for lack of stock availability or in case of payment via bank transfer.
- 6.10. Delivery delays for the fault of the courier cannot be attributed to the Company.
- 6.11. At the time of delivery, the Customer is held to check integrity of the package on the outside and on the closure points. It shall be protested to the courier the wet packages, not intact packages or without adhesive tape or other closing materials, broken packaging, packages crushed or torn in whole or in part.
- 6.12. In case of doubt on the integrity of the package, it will be possible to indicate on the delivery note "conditionally accepted" and verify the package. It will be then up to the User to notify the Company about the integrity of the package.
- 6.13. Possible preferred time of delivery, indicated by the User in the order's note, will be indicated by the Company to the courier, but the latter might not take them into consideration. Courier will not deliver by appointment or during evening hours or Sundays or festivities.
- 6.14. The courier DOES NOT deliver to the floor and IS NOT held to notify via telephone before the delivery.
- 6.15. The courier CANNOT leave the package at the floor, in front of the main door, in front of the gate in

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case of absence of the beneficiary, because it is necessary to sign at the delivery.

- 6.16. Considering the above mentioned reasons, the User is recommended to indicate an address for the delivery at the moment of the order of the Products, where someone is ALWAYS present.
- 6.17. Once the package has been delivered we have no way to communicate with the courier some other indications, that is why it is necessary to indicate all the information needed to deliver the Products in the space dedicated to the notes.

7. CUSTOMS

- 7.1. Whether the demanded Products to the Company might be delivered outside Italy, you might be subject to customs or import taxes, required once the package reaches the indicated destination. Any further custom clearance cost will be charged to you. We have no control on those nor can we foresee their amount. Custom politics are variable from country to country and therefore you should contact the local custom office for further information.
- 7.2. When carrying out an order on the Website, you are intended as an importer and so held to comply with all the legislation and regulation of the country where you are going to receive the goods.
- 7.3. Deliveries beyond borders are subject to opening and inspection of the products from custom authorities.

8. LEGAL WARRANTY AND LIABILITY LIMITATIONS

- 8.1. The warranty regime on the product sold from the Company diverges whether the buyer is a “Consumer” or a “Professional” according to directive n. 1999/44/CE regarding “certain aspects of the selling contracts and warranties on consumer goods” or other from the Applicable Law.
 - 8.2. In case you buy as a Consumer, you will benefit from the Legal Warranty.
 - 8.3. Legal Warranty that the Company is bound to as seller, ensure the Product from conformity defects compared to the sale contract.
 - 8.4. In accordance with the law, in case of enforceability of Legal Warranty, you will have the right to the restoration, without charge, of the conformity of the Product by means of repair or replacement, or, if this is not possible, a reduction in the purchase price or termination of the contract. The Company is held responsible for the conformity defects when those should appear within two years from the delivery of the item. You will still have the burden of reporting the lack of conformity within two months of its discovery.
 - 8.5. For further information or in case of a conformity defect on goods bought from the Company during the time of validity of Legal Warranty, we invite you to contact Customer Service.
 - 8.6. To the extent permitted by the law, the Company declines all liabilities in case the product does not comply with the legislation of the delivering country different from Italy.
 - 8.7. We will also not be liable for insubstantial differences between the Products purchased and their illustrative images and text descriptions published on our Website; images related to the product description sheet might, in some cases, not be completely distinctive of its features but differ in some particulars such as dimensions, colours, other peculiar accessories or details possibly indicated in the figure.
 - 8.8. In case of non-acceptance, even partial of an order, the Company will exclude any damages or restoration, or any contractual or extra-contractual liability, for direct or indirect damages to persons or things. In the case of non-acceptance of the order, for whatever reason, the Company guarantees the timely communication to the User by appropriate means.
 - 8.9. Except in the case of wilful misconduct or gross negligence, we are exclusively responsible for any direct damage that could have been foreseen at the conclusion of the contract.
 - 8.10. All indications on the Products provided by the Company are to be intended as simple general informational material. All information is generically supplied by each supplier or taken from editorial materials freely accessible to the public. Therefore we recommend reading the list of ingredients, INCI composition (where present), warnings and instructions of use indicated on the package of each product, before using.
 - 8.11. In any case the Company can access the information of credit card insert at the moment of paying. So the Company cannot be held responsible for misuse of the credit cards used to pay an order on the Website. For information on the privacy policy and the security of Paypal we recommend you to consult directly the website www.paypal.com/.
- ## 9. LEGAL CAPACITY AND MINORS
- 9.1. Accepting the current Selling Conditions, the user declares to have fully legal capacity to act to stipulate sales contracts as established by its own legal system. For example, if you are an Italian User and you still haven't reached the age required from Italian law to have full legal capacity, you can buy on the Website only involving a parent or a guardian.

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D) COMMON RULES

1. OBLIGATIONS OF THE VISITOR/USER

- 1.1. The Visitor/User undertakes to:
 - a. not use the Website in an improper manner. By way of example, it is forbidden to use the Website in ways or for purposes forbidden by the law or contrary to public decency, to spread computer virus, take actions that might compromise the security of the Website or damage it, access the Website using automated tools (collecting bot, robot, spider or scraper);
 - b. provide real own data;
 - c. infringe:
 - General Terms and Conditions;
 - Selling Conditions;
 - any other provisions in the General Terms and Conditions applicable to the act performed by the Visitor/User;
 - Applicable Law and Privacy Regulations and/or of the Country where you are or where you are usually located, or anyway applicable to the activities carried on;
 - the rights of the Company or Third Parties.

2. FACULTIES OF THE COMPANY

- 2.1. The Company is entitled to, according with its own unquestionable judgment and without it involving any damage repairing:
 - a. delete the User registration on the Website and/or one or more Services (e.g. the Newsletter);
 - b. deny the User subsequent registration to the Website to the Services and/or the Website;
 - c. undertake toward the Visitor any actions in its protection, including damage repairing.

3. LIABILITY RESTRICTIONS

- 3.1. If the Company modifies, updates, suspends, limits or interrupts the operation of the Website, no liability shall arise in favour of the Visitor and/or User.

4. INDEMNITY

- 4.1. The Visitor/User shall be liable, indemnifying and holding the Company harmless, for any action, including reasonable legal fees, brought by Third Parties and aimed at obtaining compensation for damages concerning the violation of the obligations set forth in Article 1 of this Section.

5. INTELLECTUAL PROPERTY

- 5.1. Except for various indications present on the Website with specific reference to certain Contents available on the Website, the Company is the sole owner of all Intellectual Property Rights on the Website and on the Contents that are available on the Website.
- 5.2. The provision of the Website by the Company shall not be considered as an assignment or license by the Company in favor of the Visitor/User of any Intellectual Property Right on the Website or on the Contents present on the Website, or as the object of any other different right of use by the Visitor/User and/or Third Parties.
- 5.3. All trademarks and logos reproduced on the Website belong to their rightful owners. The Company does not claim any rights to such trademarks and logos, except for its own.

6. MISCELLANEOUS

- 6.1. The Company reserves the right to modify at any time any Legal Document present on the Website (including, e.g., the General Terms and Conditions, the Privacy Policy, the Cookie Policy, etc.), as well as the Website itself and its Services and/or Contents, in order to (by way of example only) offer new Services or Services, or to comply with new laws or regulations. Therefore, the Professional invites Visitors and Users to periodically consult the above-mentioned Legal Documents and the Website, also in order to check for any updates or changes.
- 6.2. The General Terms and Conditions regulate the relationship between the Company and the Visitor/User and do not create rights in favour of, nor obligations against, Third Parties.
- 6.3. Any tolerance by the Company to the behaviour of the Visitor in violation of the provisions contained in the General Terms and Conditions does not constitute a waiver of the rights arising from the violated provisions, nor the right to demand the exact fulfillment of all terms and conditions therein.
- 6.4. The Company does not provide Content and/or Services, nor does it sell Products, to individuals who do not have the legal capacity to accept these General Terms and Conditions as determined by their home country. If you are under the age of legal capacity, you may access the Services only through your parent or guardian.
- 6.5. All the rights and remedies which are not included in the present document are not exclusive, they add to other remedies and rights in accordance with applicable law.
- 6.6. If any provision of the General Terms and Conditions is found by a court or other competent authority to be invalid or unenforceable, such provision shall be deemed to be deleted from the General Terms

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and Conditions and the remaining provisions of the General Terms and Conditions shall remain and continue to remain in full force and effect.

- 6.7. Any limitation or exclusion of liability provided to the Company in the General Terms and Conditions shall apply to the fullest extent permitted by law.
- 6.8. In case of contrast between the provisions included in the present Common Rules or those indicated in other Sections, the latter will prevail unless excluded specifically.
- 6.9. Provisions included in the Common Rules apply to all Legal Documents available on the Website, except for the case of a specific Legal Document that excludes the application of Common Rules.
- 7. APPLICABLE LAW AND PLACE OF JURISDICTION**
- 7.1. The General Terms and Conditions are regulated by Italian law with express exclusion or relative provisions regarding private international law and the United Nations Convention on Contracts for the International Sale of Goods.
- 7.2. Any controversy regarding interpretation, execution, resolution or validity of the General Terms and Conditions is given to the exclusive jurisdiction of the Court of Avellino.
- 7.3. Whether the provisions in the current Clause are inapplicable according to imperative regulation of the Country of the Visitor/User, then the applicable law and the Place of Jurisdiction are to be determined according to the law of that Country.
- 7.4. In case you are a Consumer and have your usual residence in the European Union, you might take advantage of additional protections provided by the mandatory rules of your country of residence.

E) GLOSSARY

1. Terms and expressions with Capital letters in this document have the following meaning, being understood that terms defined at plural are to be defined the same as singular and vice versa.
- 1.1. **Reserved Area:** area in the Website accessible exclusively by the User using Credentials.
- 1.2. **Customer:** Visitor or User buying the Products.
- 1.3. **Selling conditions:** Section B of the GTC.
- 1.4. **Content:** as a mere example, any data flow or information (file or software package), bringing text information, photographs, videos, audio, script, graformationfiche, codes to program, written texts (including the way the same are presented or formed) and all the functionalities on the Website.
- 1.5. **Consumer:** natural person acting for purposes different from enterprise, commercial, handcrafting or professional eventually undertaken; pursuant to Art. 3 Legislative Decree n. 206/2005.
- 1.6. **Cookie Policy:** Cookie Policy can be found within the Website.
- 1.7. **Credentials:** email address and password used by the User for Registration and to access to the Reserved Area of the Website.
- 1.8. **Data:** Information about the The Visitor/User necessary to use the Service, along with all the other information transmitted from the device used by the Visitor to browse www.mareatavola.it and the operations carried on (temporarily stored on the Website).
- 1.9. **Intellectual Property Rights:** means patents, utility models, designs, copyrights, trademarks or service marks, topography rights of semiconductor products, database rights, rights contained in confidential information, including *know-how and trade and* industrial secrets, moral rights or other similar rights in any country and, whether registered or not, any application for registration of one of the foregoing rights and all rights relating to the submission of applications for registration of one of the foregoing rights which are owned, licensed to or otherwise legitimately used by the Company.
- 1.10. **Legal Documents:** means cumulatively (i) General Terms and Conditions; (ii) Privacy Documents.
- 1.11. **Privacy Documents:** means, cumulatively, (i) the Privacy Policy; (ii) the Cookie Policy.
- 1.12. **Legal Warranty:** legal warranty of conformity in favour of the Consumer which the Seller is bound by the law on every item sold.
- 1.13. **Operator:** the provider of information society services, other than those referred to in articles 14, 15 and 16 of Legislative Decree no. 70/2003, who, on the Internet, manages the contents of a site, and here specifically the Company.
- 1.14. **Marketing:** individually or cumulatively, the purposes of sending advertising material, commercial communications, direct selling, market research, submission of satisfaction questionnaires.
- 1.15. **Connection Mode:** the interfaces (web, software or other kind) operating on certain settings of operating systems through which the Visitor can use the Website connecting remotely via internet;
- 1.16. **Newsletter:** the free Service consists of periodical automated transmission of commercial communication, at the indicated e-mail address put in the subscription form, regarding the Company, its Products and Services, also having the feature of Marketing. The Service is provided by the Company when required by the Visitor as specified in Section B of the GTC.

MARE A TAVOLA s.r.l.

- 1.17. **Applicable law:** means any provision, of any rank, belonging to Italian or European Union law, in any way or to whatever extent applicable to the Website and the Services;
- 1.18. **Privacy Policy:** means the EU Regulation 2016/679 ("GDPR"), the Legislative Decree 196/2003 and subsequent amendments and/or additions ("Privacy Code"), as well as the measures adopted by the Supervisory Authority in execution of the tasks established by the GDPR and the Privacy Code and other applicable legislation, of any rank, including the opinions and guidelines drawn up by the Committee.
- 1.19. **Customer's Number of the Order:** it indicates the number to identify the order of purchase of a Product, indicated also in the confirmation of Shipping.
- 1.20. **Part:** depending on the cases, the Visitor/User, the Company, or one or both;
- 1.21. **Privacy Policy:** means the policy by the Company on the processing of personal data for the management of the Website;
- 1.22. **Products :** the goods sold by the Company.
- 1.23. **Professional:** the natural person or legal entity acting in the exercise of its entrepreneurial, commercial, craft or professional, or an intermediary under Article 3 of Legislative Decree no. 206/2005.
- 1.24. **Common Rules:** la Section D of the GTC.
- 1.25. **Sign Up:** the operation through which the User, using the Credentials, makes access to the Reserved Area for the first time.
- 1.26. **Service:** any service, for free or charged, among those put at disposal on the Website from the Visitor/User.
- 1.27. **Section:** one of the following sections which the GTC are detached into: "A) Use of the Website"; "B) Services"; "C) Selling Conditions"; "D) Common Rules"; "E) Glossary".
- 1.28. **Website:** web pages displayed through www.mareatavola.it, including subdomains.
- 1.29. **Company:** Mare a Tavola S.r.l., based in Località Marco snc, 84059 Marina di Camerota (SA) Italy, F.C. and VAT n. 05793730655, registered in the Commercial Register of Salerno, register of companies n. REA : SA-474380.
- 1.30. **General Terms and Conditions (also "GTC"):** current document, which is part of Legal Documents, that rules the Use of the Website, the supply of the Services (e.g. Newsletter) and the selling of Products.
- 1.31. **Terms of Use:** Section A of the GTC.
- 1.32. **Third Party:** any other subject different from the Operator, the Visitor and/or the User.
- 1.33. **User:** Visitor who makes Registration and accesses the Reserved Area and makes operation within the same; also the Visitor who makes Registration to another Service available on the Website (e.g. Newsletter).
- 1.34. **Seller:** the Company.
- 1.35. **Visitor:** natural or legal person using a device to browse, via the internet, on the public pages of the Website.