

## GENERAL CONDITIONS

These general conditions, with the exception of any dispensations specifically agreed in writing, govern the sale of the items (Vaia Cube and any other products in the site's catalog) by the User who accesses the catalog and purchases the goods through the special section of the portal [www.vaiawood.eu](http://www.vaiawood.eu), together with the current price list on the same site and the contents that can be viewed via the website's connection starting from the aforementioned web pages, expressly referred to in these contract conditions.

These conditions cancel and / or replace any agreement, even verbal ones, which may have occurred. Unless otherwise specifically agreed to, the last edition of the General Conditions disclosed by the site [www.vaiawood.eu](http://www.vaiawood.eu) will be applicable to relations between the Parties. Changes and updates will be notified to Users through a specific notification on the Home Page as soon as they are adopted and will be binding starting from their publication on the site, replacing the previous version.

Therefore, it is advisable to check the notifications on the website's home page and, in any case, to regularly access this page to verify the publication in effect.

The conditions will be considered fully valid and effective between the Parties where expressly accepted at the time of registration of the User and, in any case, pursuant to art. 1335 of the Civil Code, for the purposes of legal presumption of the very conditions' knowledge, where not disputed in writing, also by fax or e-mail, within 15 days of registration or publication on the site or within the shorter time between publication and / or registration and the purchase.

If the General Conditions are translated into different languages, the Italian text will be considered as decisive and prevalent with respect to any other translation.

The nullity, annulment or ineffectiveness of one or more articles contained in these General Conditions will not result in the ineffectiveness or invalidity of the remaining clauses which, therefore, will remain productive of effects between the Parties.

### *1. OBJECT OF THE CONTRACT*

1.1 The subject of this contract is the purchase and sale of the item named Vaia Cube or of other items possibly displayed in the specific website e-commerce section, with the characteristics, costs and modes of transport described in detail.

The portal owner and contact person for each sale is Vaia sr l., with registered office in 38051 Borgo Valsugana (TN) at Via Puisle, 23, in the person of the pro-tempore legal representative, Cod. Ateco: 479110, tel. 0461.842063 mobile 340.7730126 - 340.8972281 e-mail [info@vaia.com](mailto:info@vaia.com), CEM [vaiasrl@pec.it](mailto:vaiasrl@pec.it).

1.2 In any case the user, at any time of registration and browsing, accessing to the site page dedicated to item purchases, conditions, costs and other pieces of information expressly retrieved with hyperlink in the registration form or in the dedicated web pages, he can know in detail the contents, technical characteristics and the relative cost, acknowledging from the very start that the products themselves are suitable for the specific uses he intends to make of them, assuming all related risks.

1.3 Vaia reserves the right to modify and to delete certain information and / or services, as well as to integrate additional products, indicating their relative cost, in addition to the right to modify, at any time, the methods of sale of its products.

### *2. CONTRACT COMPLETION AND USER REGISTRATION.*

2.1 The negotiation procedure for the purchase of products consists of several consequential phases: the Customer accessing the e-commerce Section named "The

Product" (by viewing the description of the Vaia Cube and / or any other products in the catalog) proceeds to the product selection, viewing photographic reproductions of the same and expressing his / her choices with a point & click mechanism, checking the box corresponding to the chosen article, indicating the progressive number of articles and inserting everything in the virtual cart. After proceeding with the selection of products and with their insertion in the virtual cart, by continuing with the appropriate key "Buy Now", the User can fill in the order form by entering the billing data and the place of delivery for the purchased product. In such form it is essential to insert your own telephone number for any contact and an active e-mail address to which the retailer will send an order confirmation e-mail. The User, having examined the characteristics of the product, its cost, having understood and accepted the conditions governing the sale, filled the billing data form and, if different, completed it with the shipping information, proceeds to choose the payment method. Finally, by activating via point & click the "Place order" button he / she concludes the purchase. The contract is to be considered completed at the time of payment for the agreed price. At the moment of order completion, Vaia sends without any delay an e-mail with which it confirms the order and allows the customer, with the activation of a hyperlink contained in the same e-mail, to re-read the present general conditions and to print them.

2.2 Before the purchase, the User can proceed with the registration. When registering, the User chooses his own identification code (user id) and communicates his e-mail address, to which he will receive the password which will grant him, in association with the user id, access to the reserved area (Login section). It is advisable to proceed with the change of the received password before proceeding to access. Registration can take place simultaneously with the purchase of the service or previously. **The completion of the registration form up to its end and the subsequent access to the reserved area does not constitute the completion of the purchase contract which will always take place only after completing the procedure referred to in point 2.1.** The User will be responsible for the secrecy and use of the keys (user id and password) in use, responding to their perfect custody. If the User transfers or is stripped away by third parties, even against his / her will, of these codes, he / she must promptly notify Vaia by e-mail. Vaia undertakes to block these codes as soon as possible, as soon as the communication is received, proceeding to reassign the credentials. Each purchase eventually made by the User as identified by his / her username and password will be valid and effective if accomplished prior to the receipt by Vaia of the above communication, subject to the User's right of withdrawal pursuant to Art. 52 of the Consumer Code.

2.3 The description of the products and the mode of sale and delivery, as they are published on Vaia's website, constitutes part of the same invitation to contract, pursuant to the Civil Code, which the User joins by inserting in the virtual shopping cart the selected products, activating the "Buy now" button and paying its relative cost – to be intended, for all legal purposes, as an expression of negotiating will. Please note that all the information referred to in art. 12 of the Legislative Decree 70/2003 and Legislative Decree 205/2006 are reported in these contractual conditions, made known to the User before the conclusion of the contract, by means of a special hypertext link and expressly accepted by him / her, as well as made accessible to him / her by e-mail. The User is advised to print and keep the present conditions, as well as the order summary form containing the identification number. It is emphasised that the e-mail referred to in art. 2.1 has the value of the recipient's order receipt and it contains a summary of general and particular conditions applicable to the contract, as well as information on the essential characteristics of the product, in compliance with art. 13 Legislative Decree 70/2003. Finally, please note that, in responding to the received confirmation e-mail, the Customer expresses his / her acceptance of the contractual clauses specifically given to his / her attention, pursuant to and

for the purposes of art. 1341 *et seq.* In the event that the User does not receive the receipt e-mail within 24 hours from the Order submission, he must promptly contact Vaia through at the address found in the Contact section.

2.4 In the course of compilation procedures for the form and the purchase, the customer can at any time access to the product sheet describing its characteristics, function, and charged price, and he / she may at any time proceed to a second reading, deletion and correction of his / her data, without any obligation to complete the purchase procedure.

2.5 Pursuant to and for the purposes of art. 1327 of the Civil Code, in communicating the intention to purchase the products offered by Vaia, the Customer formulates an express request for execution without prior acceptance.

### 3. *CONDITIONS OF ACCESS AND SERVICES AVAILABILITY.*

3.1 Access to the catalog and the product purchase procedure will take place through the Internet or, in general, with TCP / IP connections via a web interface. The verification of compatibility for the connection equipment and / or software and / or network settings is the sole responsibility of the User. Vaia cannot, in any way, be held responsible for any defect, difficulty, discontinuity, delay or impossibility to access and / or use the services, deriving from the compatibility referred to in the preceding paragraph, or connected to any lack of software or hardware by the User.

3.2 In addition, Vaia cannot be held in breach of its obligations, nor is it liable for damages resulting from the temporary unavailability of the site contents, due to the incorrect or non-functioning of the electronic means of communication due to reasons unrelated to its sphere of control (such as by way of example and not exhaustive: interruptions of electricity supply, unavailability of the telephone connection and so on).

### 4. *METHODS AND TIME OF SERVICES SUPPLY*

4.1 The selected product will be delivered, under normal conditions and except in cases of force majeure, within a period of about three working days for Italy (including islands), and in about five working days for foreign countries (except specific reported problems) . The due date starts from the availability of the chosen product in Vaia's warehouses. Since these are handmade products, not mass-produced, the product may not be available from stock. In these cases delivery times could be delayed by 30 days, necessary for the goods to be returned. The delivery of the product to the purchaser's domicile takes place by courier, unless otherwise indicated, without additional delivery costs.

4.2 Vaia is not responsible for any delays, being it subject in turn to the artisan producer's timetables and processes of storage, distribution and logistics. Express delivery times are indicative and are in no way binding for Vaia who uses couriers for delivery to the customer, according to the terms and timing of the appointed vehicle, based on the distance in kilometres, the availability of the customer and / or as specified in the transport conditions. If delivery is not possible, the Buyer will be informed immediately that the goods cannot be delivered and, as a result, all the money already paid will be returned immediately.

4.3 There is no obligation on the part of Vaia to accept the execution of the requested order or by the User, being it able, in its unquestionable judgment and without any obligation to state its reasons, to refuse the order fulfilment. Upon the occurrence of such hypothesis, Vaia will promptly inform the Customer, returning what eventually paid for the canceled order.

4.4 In the case of an order relating to limited editions products, Vaia may reserve the right to limit the purchase of a certain quantity of products to each customer, less than the total availability.

4.5 In any case, if the User is interested in purchasing a higher quantity of product than that made available online, he must contact Vaia , taking advantage of the specific section "Become a partner" activated with the purpose of managing and supporting the Customer, also a business, in the purchase of large quantities or in the preparation of a distribution network or for the preparation of a sales point or else. Vaia will respond promptly to communicate its acceptance or else of the order, after verifying the fair distribution of products on the market and the concrete availability of the goods, as well as to agree every detail with the buyer. If the customer is interested in purchasing customised products for a specific campaign or initiative, please contact Vaia at the addresses listed in the Contact section to verify the feasibility and terms of execution.

## 5. FEES

5.1 The User will pay to Vaia as consideration for the purchase of products, the rates indicated in the price list published on the site, with the selected payment method and according to the instructions provided online . All fees are VAT included. Upon product selection, the Customer will examine the exact purchase price, based on the number of selected items and on the payment method, in addition to what may have been specified . It is possible to pay by credit card within the main international networks (eg VISA / MASTERCARD / MAESTRO / DINERS CLUB / AMERICAN EXPRESS etc ..) as accepted by PayPal and and by bank transfer. Orders cannot be paid with cash on delivery and with PostePay .

5.2 In particular, for Users who have chosen the payment method via the PayPal platform , Vaia reminds that such transactions are subject to the conditions of use prescribed by the payment service company. In particular, please note that in order to guarantee maximum payment security, PayPal verifies that the Secure Sockets Layer 3.0 (SSL) cryptographic protocol or the subsequent version is running on the user's browser . This protocol protects data integrity during the transfer to the servers, using an encryption key with a length of 168 bits (or the maximum available on the market).

5.3 In particular, if the User has chosen the transfer as the payment method, the User accepts that the payment must occur within and no later than 5 days from the purchase procedure, failing which the order will be considered as canceled.

5.4 Those who have chosen the bank transfer as the method of payment are obliged to send a copy of it with the indication of its Money Transfer Control Number (MTCN) by e-mail to Vaia. It is understood between the parties that the order will be deemed perfected and executable only upon reception of the sum on the part of Vaia , by means of deposit notification on the indicated current account for the integral amount.

5.5 Vaia reserves the right to adjust the rates without prior notice. The new prices will be applied only for the services requested after their change.

## 6 . INVOICES

6.1 Vaia will issue an invoice on receipt of the paid amount, including VAT, for the correspondent sum.

6.2 The invoice, if not hand-delivered, will be sent by e-mail in PDF format to the last address declared by the Customer, who is responsible for the correctness and update of these addresses. The Parties agree that it is an express duty of the Customer to promptly notify Vaia of the non-receipt of the invoice, if it has not reached its destination within 48 hours from the payment of the amount.

## 7 . WARRANTIES ON THE GOOD AND RESPONSIBILITIES

7 . 1 As a result of the sale Vaia agrees to transfer in favour of the User who accepts, the selected product's property, in accordance with art. 1470 of the Italian Civil Code. The goods will be delivered to the purchaser's home by courier in the chosen manner. The Customer undertakes to provide all useful information to the delivery (correct shipping address, preliminary availability verification, etc.) and to attend at the collection of the goods, so that he / she can ascertain their regularity and, if necessary, ascertain any tampering on the packaging, any breaking of components or other anomalies, to correctly execute the conditional acceptance procedure as better explained in the art. 8.3 . With the delivery of the goods to the shipper Vaia is expressly exempted from any responsibility for the custody and loss of the goods and / or for any delays in delivery.

7.2 The Customer declares to have examined the product and its characteristics and to have found it responding to its needs and suitable for the purposes for which it was purchased. The Customer is required, pursuant to and for the purposes of art. 1495 *et seq.* to promptly report defects by e-mail to [info@vaia.com](mailto:info@vaia.com), which must be followed, no later than 7 days after the goods' receipt, by a complaint filed through registered letter to Vaia's address found of the site's home page, or via CEM, with minute details of the charge. No complaints will be accepted that contain descriptions that are completely different from those transcribed in the conditional acceptance form given to the carrier, or that have not been properly reported, with the words Conditional Acceptance and the description of the found anomaly at the delivery, with the sole exception of non-apparent vices.

7.3. The above does not intend to limit nor to limit the legal guarantee, provided notwithstanding by Vaia according to the art. 128 of the Consumer Code. On the basis of this legal guarantee, in the presence of a lack of conformity, the buyer has the right, as his choice, to have the defective good to be repaired or replaced by the seller, without any charge, unless the requested remedy is impossible or excessively expensive compared to the other. If a replacement or a repair are not possible, the consumer is in any case entitled to a reduction in the price or the receipt of a sum, commensurate with the value of the goods, against the return to the seller of the defective product. The products must be returned in the same reception conditions, accurately packaged, preferably in their original packaging, complete with all their elements and not used or tampered with. The guarantee does not apply, for example, if the defect is caused by negligence and carelessness in the use and maintenance of the product, etc . Vaia reminds that the purchaser can assert this right no later than 60 days from receipt of the goods or, in any case, within a maximum period of 26 months from receipt of the goods in the event of hidden defects, provided that he / she produces a document certifying the purchase (purchase invoice) and sends a communication via e-mail to [info@vaia.com](mailto:info@vaia.com). Any request sent by e-mail must be promptly followed by the same communication addressed to the Seller via registered letter with return receipt, following the address indicated on the home page or CEM. Once the notification is received, Vaia will contact the Customer to communicate the return methods of the goods, which will take place without any additional expense for the Customer. Once the product returned by the Customer has been checked, Vaia will arrange for its replacement or repair and will proceed with the shipment of the repaired or replaced product, except for the provisions of art. 130 of Legislative Decree no. 206/20 05.

7.4 The Parties expressly agree that differences in color, hue, definition, chiaroscuro or other between the version viewed online and the one delivered to the Customer do not constitute defects and discrepancies, valid pursuant to art. 1495 *et seq.*, or due to the enforcement of the legal guarantee, since they are attributable to the parameters of brightness, contrast, sharpness or

else set on the Customer's monitor. Finally, Vaia recalls that it is an artisan product and that, therefore, certain irregularities are due to the natural properties of wood and to its processing, as a single piece.

7.5 The Customer has in any case the right to exercise the withdrawal in the terms of art. 52 *et seq.* of the Consumer Code, as better specified below.

## 8 CUSTOMER'S OBLIGATIONS

8.1 The Customer guarantees that the data reported in the Order Form are correct and updated, and that he / she has reached the age of majority and has the capacity to act and to contract, relieving Vaia of any liability in the event of a breach by part of the same user of the obligations referred to in this art. 8.1.

8.2 With the purchase of the product, the customer acquires its property as well as a receipt of the purchase execution, with the sole right to private use or for auxiliary activities of his / her own. Marketing or distribution is prohibited, unless otherwise explicitly agreed with Vaia. The availability of the trademark, logo and / or other content covered by industrial property rights or copyright does not constitute in any way the attribution of a license to use them or the total or partial transfer of the patrimonial rights, which remain in chief to the Owner .

8.3 In implementation of what is stated in point 7.2 , at the time of delivery the Customer is required to check that the number of packages delivered corresponds to what is indicated in the transport document and that the packaging is intact and not altered also in the closing strips.

In the event of tampering and / or breakage, the Customer must immediately contest the shipment and / or delivery by putting the words "SUBJECT TO CHECKS" on a copy of the delivery document, to be returned signed by the carrier or other operator, specifying in the same document the details of the findings (external appearance of the packaging, elements of tampering, damage, apparent breakage, tampering, etc.)

The Customer also undertakes to notify the problem immediately and in any case within a maximum period of 24 hours by email to the address [info@vaia.com](mailto:info@vaia.com), which must be followed by no later than 7 days of the goods receipt by complaint via registered letter to the Vaia's address written on the home page or via CEM, shall the opening of the accident procedure be invalid with subsequent loss of any burden of reimbursement by the carrier, resulting in loss of any right to compensation, replacement or repair . The communication sent to Vaia must mandatorily contain the following information:

- a) description of the packaging and delivery methods;
- b) description of the damage;

and must be accompanied by photographs attesting the damage, in order to allow the investigation of the accident with the carrier and with any Insurance Companies.

The Customer is aware that it will not be possible to obtain refunds for damages that have not been contested at the time of receipt by affixing a "subject to checks" caption, i.e. that indicates exactly the type of damage present in the product.

Actions for partial loss or damage that cannot be acknowledged at the time of return and are therefore not indicated in the accompanying document constitute exemptions, provided that in the latter case the damage is reported as soon as it is known and no later than eight days after receipt, in accordance with the procedures referred to in art. 7.2 or in case of purchase made by a natural person for private use or by a professional for a purpose unrelated to his / her own professional activity.



surcharge clearly indicated in the Order Form . The recourse to the payment in via bank transfer does not foresee any additional cost, except for those possibly charged by the buyer's credit institution. If there are promotional offers in progress or to be launched, Vaia informs its Users with a prominent notification on the site's home page, or by e-mail, specifying that it is a promotional communication, subject or not to limitations, conditions or deadline terms.

f) there are no additional costs for the remote communication technique compared to the basic connection rate, diversified for each user according to the contractual conditions that he / her negotiates with his / her own provider;

g) the methods of payment for the provision of the service and any other form of contract execution are specified in these contractual conditions, in art. 1, 2, 3, 4, 5, 6, 7, 8, as well as according to what is clearly stated in each site sections;

h ) the right of withdrawal can be exercised in the manner set forth in art. 52 of the Consumer Code or within 14 days of the goods receipt. In compliance with the provisions of art. 52 Legislative Decree no. 206/2005, information useful to exercise the right of withdrawal are provided by Vaia separately from the other contractual clauses, in a clear, evident and easily understandable way, with characters equal or larger than the rest of the text;

i) the purchased goods can normally be returned by mail or courier. The buyer who exercises the right of withdrawal must bear the relative costs of return;

l ) we inform, however, that if the purchaser exercises the right of withdrawal after submitting a request pursuant to article 50, paragraph 3, or article 51, paragraph 8, he is responsible for the payment of reasonable costs to the professional, pursuant to Article 57, paragraph 3;

m) there are no preconditions such that there can be no right of withdrawal for online purchases between the Buyer and Vaia. If the single purchase falls into one of the exclusion hypotheses pursuant to art. 59 (for example, when requesting personalised goods or expressly requesting that the service be performed before the withdrawal deadline has expired), the consumer will lose the right to retract;

n) the legal guarantee operates according to what is better explained in art. 7.3, according to the current regulation;

o) for the type of product, post-sales assistance is not provided. However, Vaia is available to provide any useful information to improve usage of its items by the purchaser and / or to support him / her in the various stages of purchase by responding at the contact details indicated on the site;

p) Vaia is not subject to specific, industry deontological codes. Vaia respects the principles of loyalty and of contractual good faith to protect consumers by adopting industry legislation, where it is recalled by law;

q) the offers are valid until they are available on the site. Since it is not a periodic or continuous service, the contract lasts until the sale is executed, coinciding with the delivery of the goods to the customer;

r) the consumer's obligations are valid until the contract is fully executed and, as regards the respect of the trademarks and logos of the purchased goods, also after the purchase;

s) no financial guarantee or deposit is required by the purchaser;

t) the website and the operating system that supports it, together with all softwares implemented therein, meet the highest standards of computer security, in accordance with industry regulations. These cannot be guaranteed against discrepancies, faults, bugs or other anomalies;

u) the site is considered interoperable with the main browsers. No additional information is available. We refer to what has been specified in art. 3.1 and 3.2;

v) the consumer can use the alternative dispute resolution platform called "Resolve online" as specified in art. 12.2. In addition, in the first quarter of 2016 the European Commission made

available a platform for online dispute resolution called the ODR platform, which aims at facilitating out-of-court resolution of online disputes concerning contractual obligations deriving from sales contracts or online services. The platform can be reached at the link: <http://ec.europa.eu/consumers/odr/>.

## 11. *PRIVACY*

11.1 Vaia informs the reader that in relation to the Provisions referred to in the Legislative Decree 196 of 30.06.2003, as amended by the Legislative Decree 101/2018 and EU Regulation 2016/679 and in compliance with the instructions provided by the Authority, it processes personal data in compliance with the principles of correctness, lawfulness, and transparency, protecting data confidentiality and ensuring the scrupulous adoption of the most accurate and innovative safety measures.

11.2 Vaia adopts this [Privacy Policy](#), to the full text of which we refer.

11.3 In the registration phase as to art. 2, Vaia provides complete information pursuant to art. 13 of Legislative Decree 196/2003 in order to acquire from the interested party the relative consent to data processing and to provide appropriate information, inter alia, of the operating methods to be used by the interested party with the rights pursuant to art. 7 Legislative Decree 196/2003 and 15 - 21 EU Reg. 2016/679.

## 12. *APPLICABLE LAW AND JURISDICTION*

12.1 This contract is governed by Italian law.

12.2 In the event of disputes arising from or related to this contract, the parties undertake to seek a fair and amicable settlement between them. In this regard, the Parties agree that, prior to the referral of the dispute to juridical or quasi-judicial trial, they will make a mandatory attempt of conciliation, leaving the solution to the dispute to the electronic conciliation body called "Resolve online" established at the Chamber of Commerce of Milan ( [www.camera-arbitrale.com](http://www.camera-arbitrale.com) ).

12.3 If the dispute has not been resolved amicably or through the mediation of the electronic conciliation agency "Resolve online", the dispute will be referred to the exclusive cognition of the Court of Trento .

12.4 If part of this contract is a natural person who can be defined as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005, once the attempt at conciliation failed, the dispute will be brought to the exclusive knowledge of the Court where the User resides.

## **EXERCISE OF THE RIGHT OF WITHDRAWAL**

**Pursuant to and for the purposes of Legislative Decree 206/2005, to the User who must be recognised as a consumer, according to the definition contained in art. 3 of the aforementioned Code, if there are no exclusions pursuant to art. 59 it must be recognised the right to withdraw from this contract within 14 working days from receipt of the goods, without penalties and without having to provide any reason, by giving written notice to Vaia via registered letter with return receipt, or telegram, and certified e-mail (if signed with digital signature) to Vaia, delivering the communication to the headquarters of 38051 Borgo Valsugana (TN) at Via Puisse, 23 or via CEM to [vaiasrl@pec.it](mailto:vaiasrl@pec.it).**

The User who intends to exercise the withdrawal can use the attached form, which can be downloaded in the relevant section, or present any other explicit statement of his / her decision to withdraw from the contract.

Please note that the seller reimburses all payments received from the consumer, possibly including delivery costs, without undue delay and in any case within fourteen days from the day on which he is informed of the consumer's decision to withdraw from the contract pursuant to Article 54. The seller makes the reimbursement referred to the first period using the same means of payment used by the consumer for the initial transaction –by bank transfer or by another form indicated by the consumer if the purchase was made through PayPal, unless the consumer has expressly agreed otherwise and provided that he does not incur in any costs as a result of the repayment.

The seller is not obliged to reimburse the additional costs, if the consumer has expressly chosen a type of delivery different from the type of offered delivery.

The seller can withhold the reimbursement until he has received the goods or until the consumer has demonstrated that he has sent back the goods, depending on which situation occurs first.

The consumer returns the goods or delivers them to the seller or to a third party authorised by the seller to receive the goods, without undue delay and in any case within fourteen days from the date on which he communicated his / her decision to withdraw from the contract pursuant to Article 54. The term is respected if the consumer returns the goods before the expiry of the fourteen-day period. The consumer only bears the direct cost of returning the goods.