

# Terms & Conditions of Sale \_ E-commerce

## 1. YOUR CAPACITY TO ENTER INTO A SALE CONTRACT

Sales through the Site are aimed primarily at persons acting in their capacity as consumers. This notwithstanding, we may occasionally allow sales to persons acting in their professional capacity.

By placing an order, you declare that:

- a) you are at least 18 years old (if you are a natural person);
- b) you have full legal capacity to enter into a sale contract with the Seller, in particular, and without any limitation thereto, that you are duly empowered by the competent corporate bodies, that you are not subject to any court or administrative orders restraining your capacity and/or that you have the authority to act on behalf of the person that is presented as the actual contractual counterparty and beneficiary of the purchase made.

## 2. CONCLUSION OF THE CONTRACT OF ONLINE SALE

2.1. Purchase orders ( the "**Orders**") may be placed by you either as a registered user, that has created an account before placing the order, or as a guest user. The creation of a registered user account will enable you to place future orders by logging into the Site without any need for you to provide your details each time you place a new order. The processing of the data in either the case of creation of a registered user account or of purchases made as a guest user is governed by our [Privacy Policy](#) (see art. 11 below) and where appropriate subject to your consent to the processing of data for certain specifically identified purposes.

2.2. The purchase order expresses your intention and request to the Seller to purchase the Product(s) indicated in the relevant order. The purchase order will be deemed issued upon completion by you of the online purchase, as you will be guided to do by following the step-by-step process within the appropriate section of the Site. After entering the purchase order, you will receive an e-mail confirming the receipt of the order and detailing the order identification number as well as other relevant details of the Product(s) ordered and namely characteristics of the Products, applicable price, inclusive of VAT (where applicable) and delivery and installation costs (if debited to you) (hereinafter "**Order Confirmation** ").

2.3. The price and other sale conditions displayed on the Site in connection with the Products do not represent a binding purchase proposal by us addressed to the general public. Therefore, although we strive to meet all of our customers' request, we may still refuse an order placed by you. In particular, and without any limitation thereto, your order may be refused by us:

- a) in case of unavailability of the Product(s) ordered;
- b) if we do not receive the authorization to charge the total applicable cost of the Product(s) to you in accordance with one of the applicable payment methods;
- c) if you do not meet the eligibility criteria set out in paragraph 1 above;
- d) where at the time of purchase the price indicated is obviously incorrect due to a material error recognisable as such (for example prices too high or too low in relation to the prices ordinarily applied for the same Product unless a promotion is active that can explain the price shown on the Site or wrongly calculated VAT or other applicable taxes).

2.4. Should we refuse an order of yours as indicated under paragraph 2.3 above, you will be so informed by way of an order rejection communication sent to you by email and in the event you have made payment already, you will receive a full refund. Such refund will be made by using the same payment methods that you used to make the payment (see article 4 below) without undue delay and in any event within 10 (ten) working days of the order rejection communication.

2.5. Upon receipt of the **Order Confirmation**, the contract for the on-line sale of the Product(s) (the "**Contract**") will be considered executed and binding on you and the Seller, except for the case of material and recognizable error concerning the price as per paragraph 2.3 above. In this latter case, we reserve the right to cancel the order and cancel the shipment and you will be contacted to be informed and will receive a refund for the transaction using the same payment methods used by you for the online purchase (see article 4 below) without undue delay and in any event within 10 (ten) working days of the order rejection.

### 3. PRODUCTS

3.1 Merchandise composition and manufacturing techniques vary by product and may change over time without notice. Final Products may vary in color, finish, size, fabric, or other features.

Merchandise is displayed as accurately as possible. Merchandise may have been photographed with electronic equipment and the color may vary from the actual product or the color may vary on your computer equipment.

3.2 Our products are pre-configured Products that generally are available in stock for quick shipment ("**Standard Products**"). It may however be the case that our Standard Products are out of stock and not ready for quick shipment. If out of stock, delivery times may vary considerably, due to manufacturing process requirements. For the applicable delivery times, in either case, please refer to paragraph 5 below.

3.3 If made-to-order product offerings are made available on the Website ("**Custom Products**"), the applicable delivery time may vary considerably, depending on the required manufacturing process. Please review paragraph 5 below for further details on the relevant delivery times.

3.4 We will use reasonable efforts to provide up-to-date information about Products' availability through our Website.

### 4. PRICE AND PAYMENT

4.1. The prices applicable to the Products are those indicated on the Site for each individual Product, except in case of a material and recognizable error as set out in paragraph 2.4 (for example prices too high or too low in relation to the prices ordinarily applied for the same Product unless a promotion is active that can explain the price shown on the Site or wrongly calculated VAT or other applicable taxes).

4.2 You are responsible for paying for a Product prior to delivery at the time the order is placed, including the full purchase price, any sales tax, VAT or import/export duties, delivery and installation fees, and any other charges related to the sale of the Product (the "**Total Purchase Price**"). If for any reason after receipt of the Order Confirmation, you cancel a payment made by credit card or any other means or you otherwise fail to make any payment(s) of the Total Purchase Price, you shall remain liable to the Seller for the full Total Purchase Price and any additional costs incidental to the sale of the item, including but not limited to storage and handling fees if applicable and any costs incurred by the Seller associated with collecting any amount due to the Seller including but not limited to legal fees, default interest rates .

4.3. We reserve the right to modify, at any time, the price of the Products and the applicable delivery costs, it being understood that any changes will not affect in any way any contracts concluded before the change.

4.4 Payment for the Products can currently be made through the following circuits and payment services: MASTER, VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER or DINERS and also through bank transfer.

Payments methods can be changed from time to time.

Payment collection related to the above mentioned circuits on our behalf will be performed by Adyen B.V. or other providers. **Please note that in order to verify the validity of the card used, Adyen may carry out a validity verification process of the card, by debiting a cost of around € 0,18 that will subsequently be credited back to you.**

## 5. SHIPPING AND DELIVERY SERVICES

5.1 We will deliver Standard Products that are available in stock, to the delivery address indicated by you and provided that it the delivery is within Germany and Austria typically between 2 to 4 weeks from the Order Confirmation date.

5.2 We will deliver the Standard Products that are not available in stock and Custom Products, if the latter are made available for ordering on our Website, to the delivery address indicated by you and provided that it is within Germany and Austria, typically between 4 weeks to 6 months, from the Order Confirmation date.

5.3 In order to know the status of the shipment of the Product(s) you have purchased, you may contact our Customer Care service at +39 031 795201

Upon delivery, we require your presence or that of a person authorized to receive the Product.

Product(s) will be delivered to the floor that you have previously indicated at the time of purchase and the persons delivering the products also assemble the items inside the desired location/room.

5.4 Please note that the above mentioned activities are strictly dependent on the type of Products concerned and/or on the structural characteristics of the location where the Products are to be brought. **Our Products can be bulky and difficult to handle, due to size, weight and other characteristics. You are responsible for making sure the Product(s) you have chosen can be delivered through all entry points by verifying building access and all doorway measurements. The access road to the delivery area must be open and accessible. Outside access to the delivery area must be clear and the inside area where the furniture will be placed must be accessible for placement of furniture. If you request additional services at the time of delivery that were not requested or specified at the time of purchase, additional fees may apply. These additional fees must be paid at the time such additional services are performed. Additional charges may also apply for remote location access, late cancellations, missed appointments, as well as any other extenuating delivery circumstances.**

5.5 If the Product has not been delivered within the terms indicated in the Order Confirmation e-mail or afterwards, please contact our Customer Care service at +39 031 795201

5.6 The risk of loss and damage to the Product, for reasons not attributable to us, is transferred to you once the Product is physically in your possession or in the possession of the person appointed to collect the Product on your behalf.

5.7 Shipping and delivery methods are determined by item size, type, fragility and specific characteristics. Shipping and delivery charges/costs are calculated based on carrier rates, delivery distance and packing complexity.

## 6. ORDER CANCELLATIONS

6.1 You may cancel any Order (both Standard Products and Custom Products) up 72 hours after delivery of the Order Confirmation. Orders are non-cancellable after such 72-hour period.

6.2 To send a cancellation request (a “**Cancellation Request**”), please contact our Customer Care service at +39 031 795201

6.3 In case of valid Order Cancellation, 100% of the Total Purchase Price paid by you will be refunded within 30 (thirty) days from the date of the Cancellation Request.

## **7. RIGHT OF WITHDRAWAL – RETURNS APPLICABLE IF YOU ACT AS A CONSUMER**

7.1. You will be entitled to the right of withdrawal as set out in the paragraphs below.

7.2. You may withdraw from the Contract within **14 days of the date the Product was delivered**. To exercise such right, it is sufficient that you follow the procedure set out in paragraph 7.3 below before the expiration of the withdrawal period.

**Without prejudice to the above, you will be responsible for the payment of the return shipment costs .**

7.3. You will take all appropriate measures to preserve the Product and shall do everything possible to ensure that the Product is returned in the best possible conditions, including the original undamaged packaging (if still in possession of the Customer after the installation made by the Seller) , instruction manuals, any separate items and any other components. The Product must not have been handled other than as necessary to establish the nature, characteristics and operation of the Product. In the event that these conditions have been complied with you will be entitled to a refund of the purchase price of the Product(s) concerned in accordance with the provisions set out below.

7.4. In order to exercise your right of withdrawal, you should send us an e-mail at the following address [shop.eu@bebitalia.it](mailto:shop.eu@bebitalia.it) and/or call our telephone number +39 031 795201 to state the decision to withdraw from the Contract. You will be informed of the details of the procedure concerning the return of the Product. You are responsible for the integrity of the Product as long as the same good is in your possession. At this [link](#) you can find the “Request Form” to exercise your right of withdrawal. You may use the Request Form, but it is not obligatory.

7.5. If you decide to return the Product and provided that the right of withdrawal from the Contract has been exercised within the 14-day withdrawal period running from the Product delivery, we will reimburse - using the same payment method used by you for the purchase - the payments received from you (except for additional costs arising from the choice expressed by you of a different type of delivery from the standard one offered by us), without undue delay and, in any case, no later than 14 days from the day on which you have notified us that you wish to withdraw from the Contract. **We can however withhold refund until such time as we have received the Products in respect of which you exercised your right of withdrawal or until such time as we have been provided evidence that the returned Products have been shipped back to us, whichever occurs first.**

7.6. In the event of valid exercise of the right of withdrawal, you will be responsible to engage and pay a courier for the return shipment. Upon your request, the Seller may suggest you to contact its authorized couriers, if available, in order to arranging the return service.

7.7. You will remain fully responsible for the payment of the Product price and related costs, including shipment costs and taxes as originally agreed, in the event that the returned Product is damaged/malfunctioning due to improper use, negligence, damage or physical, aesthetic or surface alterations, tampering or improper maintenance or wear and tear going beyond what is necessary for you to establish the nature, characteristics and functioning of the Products. Likewise, we will not accept returns of Products that do not match the serial numbers shown in the bill of lading concerning the original delivery. You remain always responsible for the correct usage of the Products purchased online.

**7.8. You will not be able to withdraw from the Contract in the event that your purchase concerned Custom Products – as specified in the art. 3.3 above - in accordance with art. 59, letter c) of the Italian Consumer Code (Legislative Decree no. 206/2005).**

## **8. STATUTORY WARRANTY OF CONFORMITY ON PRODUCTS – APPLICABLE IF YOU ACT AS A CONSUMER**

8.1. All Products purchased on the Site are covered by a statutory warranty of conformity **of 24 months from the date of delivery** pursuant to Articles 128 and ff. of the Italian Consumer Code (Legislative Decree 206/2005). **The exercise of your rights in case of lack of conformity, as provided in section 8.2 below, is subject to a limitation period of 26 months from the date of delivery. Failing such exercise, you will no longer be entitled to the applicable remedies.**

8.2. Pursuant to art. 135 bis of the Consumer Code, in the event of a lack of conformity of the Product, you have the right to have the Product brought into conformity, without charge. For this purpose, you can normally choose between the Products' **repair or replacement. This right of choice cannot be exercised if the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the Seller that would be disproportionate, considering all circumstances, as set out under art. 135 bis of the Italian Consumer Code (Legislative Decree 206/2005).**

8.3. As set out in article 135 bis fourth paragraph of the Consumer Code you may be entitled to a proportionate price reduction or to the termination of the sale contract only when the Products' repair or replacement is not accomplished or it is apparent it will not be accomplished or if the lack of conformity is of such a serious nature as to justify an immediate price reduction or termination of the sales contract. No termination shall be permissible if the lack of conformity is only minor.

## **9. COMMERCIAL WARRANTY OF CONFORMITY ON PRODUCTS**

In addition to the Statutory Warranty – applicable only if you act as a consumer – the Seller apply for all its clients its commercial warranty, as follows better defined.

B&B Italia guarantees the frame of its padded furniture (sofas, armchairs, chairs and beds) for 10 years from the date of manufacture (as stated on the "Product data sheet - Guarantee").

These products are covered by the warranty against original defects in manufacturing of the structural parts consisting of the iron frame wrapped in cold foamed polyurethane.

B&B Italia guarantees the cover, the feet, the materials, accessories and mechanisms making up the product for 26 months from the date of manufacture (as stated on the "Product data sheet - Guarantee") against any manufacturing defect including lacquering and frame of non-upholstery products.

In any case, the materials, even if tested for their reaction to light exposure, may be subject to alterations over time due to prolonged exposure to light, washing and ordinary mechanical wear.

The guarantee refers to original product manufacturing defects and consists of replacement or repair, free of charge, of the unusable or defective parts, ascertained and acknowledged as such by B&B Italia or its representative.

The warranty does not cover anomalies and spoilage due to:

- normal wear over time;
- illegitimate use;
- inappropriate care with treatments not complying with the enclosed instructions.

Moreover, the warranty does not cover defects of non-compliance that cannot be attributed to B&B Italia (e.g. incorrect assembling of the product and/or assembling not complying with the assembling instructions).

This provision also applies to those products that are designed to be installed directly by the consumer, in the presence of correct and exhaustive instructions.

The warranty shall be forfeited if the products are unassembled, modified or repaired by anyone who is not authorised by B&B Italia. Any intervention made in guarantee does not interrupt the course thereof.

To exercise the rights deriving from this warranty, the relevant "Product data sheet and Guarantee" shall be forwarded to B&B Italia (to the address stated below) bearing the date of manufacture; therefore, you should retain the "Product data sheet - Guarantee" for the entire period during which the guarantee is valid.

22060 Novedrate (CO) ITALY, Strada Provinciale 32 n.15

For the purpose of better preserving the product over time it is recommended:

- not to jump or sit on the overhanging parts, the backrests and the armrests;
- not to drag the product, lifting it instead, so as to avoid damages to the parts resting on the floor;
- to protect the product against shocks and contact with pointed and sharp elements and liquids or detergents containing corrosive agents;
- to follow the care instructions listed in the specific section of the material enclosed with the product.

## **10. FORCE MAJEURE**

10.1. We cannot be held responsible for the failure or delayed fulfilment of our obligations herein, for circumstances beyond our reasonable and foreseeable control (hereinafter "**Force Majeure Events**").

10.2. Force Majeure Events include, but are not limited to, the following circumstances:

- a) strikes, lock-outs and other industrial disputes;
- b) civil mobilisations and insurrections, invasions, terrorist attacks or threats of terrorist attacks, (declared or not) armed conflicts or threat or preparation of conflicts;
- c) fires, explosions, storms, floods, earthquakes, epidemics or other natural disasters;
- d) inability to use public or private means of telecommunication;
- e) pandemics and lock-downs.

10.3. The performance of our obligations under these Terms and Conditions shall be deemed suspended for the period in which the Force Majeure Events persist. We will do all in her power to find solutions that allow the proper performance of our obligations despite the persistence of Force Majeure Events.

## **11. DATA PROTECTION**

Your personal data will be processed in conformity with our Privacy Policy.

## **12. CUSTOMER CARE SERVICE**

We provide Customer Care Service.

For any questions or claims (e.g.: for shipping services, for return/restocking policy, for damaged products, for products guarantees, etc.) you can contact customer support at the following e-mail address: [shop.eu@bebitalia.it](mailto:shop.eu@bebitalia.it) or at the following phone number: +39 031 795201

## **13. WAIVER**

13.1. Failure to request compliance with any of the provisions of these Terms and Conditions shall not affect the right of either party to require compliance at any subsequent time, nor shall waiving the exercise of a right resulting from a breach of these Terms and Conditions constitute a waiver of the exercise of a right resulting from a subsequent breach of the same provision.

13.2. No waiver by either party of an article of these Terms and Conditions shall be effective unless expressly stated to be a waiver and is communicated in writing.

#### **14. AMENDMENT**

We reserve the right to modify, at any time, these Terms and Conditions by giving specific notice on the Site. It remains understood that the changes will not apply to the Order Confirmed by the Seller,

#### **15. WEBSITE'S TERMS OF USE**

These Terms and Conditions of Sale are complemented by the Website's Terms of Use, which must be considered an integral and substantial part of these Terms and Conditions of Sale.

#### **16. CODE OF ETHICS**

Corporate Compliance with the law, transparency, loyalty, fairness, impartiality, good faith and the development of human resources are the ethical values and principles that have accompanied B&B Italia S.p.A. since the company was established, making it a leader in the fields of both designer residential and contract furniture over the years. These essential principles inspired the corporate code of ethics (hereinafter "Code of Ethics") which clearly and unequivocally defines the values B&B Italia. We ask you to take vision of our Code of Ethics and take into consideration our essential principles.

#### **17. APPLICABLE LAW AND JURISDICTION**

**17.1.** These Terms and Conditions and the individual Sales Contracts governed by them are governed by the Italian law. The application of the UN Convention on the International Sales of goods is excluded. Notwithstanding the foregoing, the applicable law will be without prejudice to any imperative Consumer protection safeguards applicable on the basis of conflict of laws principles provided under Italian law.

**17.2.** For any dispute that may arise between you and us under these Terms and Conditions and/ or individual Contracts, you may choose to bring a claim before the competent Italian court or before the competent court of your place of residence or domicile, whereas we can only bring a claim under these Terms and Conditions and/or individual Contracts entered with you before the competent court of your place of residence or domicile.