General terms and Conditions of Sale

Date of publication on the site and effective July 19, 2021

1. Subject matter and scope

- **1.1.** These general terms and conditions of sale (hereinafter also the "Condition") apply to the purchase of the products (hereinafter "Products", or in the singular, "Product") executed through the e-commerce site www.ecolibri.it (hereinafter the "Site") by users qualifying as "Consumers" within the meaning of point 1.3 below. (hereinafter "Consumers"or, in the singular, the "Consumer"). The site is of ownership of, and is managed by, Ecolibri S. R. L. (LLC), with Registered office in Agrate Brianza (MB), ZIP code: 20864, Via delle Industrie n. 25, C. F. 09595780967, VAT number and Registration number in the Register of Companies of Milan, Monza, Brianza and Lodi 09595780967, REA number MB -1908572.
- 1.2. The conditions must be thoroughly examined by the Consumer before the completion of the distance purchase procedure of the products. It is understood that the execution of the purchase order through the Site implies full and absolute knowledge of these Conditions and their full acceptance: the Consumer, with the execution of the purchase order through the Site, and releasing at that stage, a special check mark (check-box) unconditionally accepts and undertakes to observe in its relations with Ecolibrì LLC, in the present Conditions, claiming to have read and accepted all the information provided to him.

These conditions are to be considered applicable and in force as long as they are published on the site. Each purchase is governed by the conditions in the version that will be published on the site at the time of transmission of the order by the Consumer.

The conditions can be consulted at any time on the site at the following <u>link</u>: <u>ecolibri.it/condizioni-di-vendita.pdf</u> printed and / or stored on a pc

- **1.3.** The purchases of the products made through the site will see as parties Ecolibrì LLC, as Seller (hereinafter the "Seller") and, as the purchaser, the Consumer, i.e. the natural person who, pursuant to art. 3, Paragraph 1, letter A), of Legislative Decree 6 September 2005 no. 206 and its subsequent amendments and additions (hereinafter the "Consumer code"), proceeds to purchase one or more products for purposes unrelated to the entrepreneurial, commercial, craft or professional activity that may be carried out.
- **1.4.** The site is dedicated to retail and as such is intended for the exclusive use of Consumers who have reached the age of majority (18 years) and have the ability to act. Non-consumers and consumers who have not reached the age of 18 or do not have the capacity to act are advised not to execute purchase orders.

Ecolibrì LLC. it reserves the right, exercisable at its discretion, without obligation to express any reason in this regard, not to accept orders received from customers who do not comply with these conditions, as well as from customers defined by law as "professionals", ie, by natural and/or legal persons who, pursuant to art. 3, Paragraph 1, letter c), of the Consumer Code, Act in the exercise of their entrepreneurial, commercial, craft or professional activity, or by their intermediary.

In any case, it is expressly understood that, where accidentally one or more sales are made against a person who cannot qualify as a Consumer, these conditions will apply but, by way of derogation from the provisions of the same, the buyer will not be able to benefit: (I) of the right of withdrawal referred to in point 10 below.; (ii) the guarantee on the products referred to point 8 below.; as well (iii) any additional protections, provided herein in favor of the Consumer, which reflect and / or comply with mandatory provisions of law.

1.5. At the same time as the transmission of the purchase order, the Consumer accepts that the acceptance of the order made and any other communication provided for these conditions are sent to him by e-mail to the address declared by the same during the purchase process pursuant to the following point 3.3..

2. Characteristics of the products and their availability in different geographical areas

- **2.1.** The main characteristics of the products are indicated on the site on the page related to each product. The products on the site may not correspond exactly to the real in terms of image and colors due to the browser or the type of monitor used. The images must be intended for mere indicative purposes.
- **2.2.** Specifications, approvals and declarations of the safety of a Product sold through the Site are indicated on the label or in the packaging or in the instructions of use of the Product itself and can be given wholly or in part in the same Site of the illustration accompanying the Product. Any incorrect information and/or data as well as any technical or other inaccuracies provided by the manufacturers of the products, contained on the site or indicated in the products, are responsible for the manufacturers themselves.
- **2.3.** All products on the site comply with the standards and are homologated according to European Community Standards. Ecolibrì LLC. it is not responsible for any discrepancies with the standards of countries not adhering to the European Community and / or for non-homologation of products in the same countries.
- **2.4.** The products for sale on the site, the characteristics and / or prices thereof, may be subject to change without notice. In any case, before sending the purchase order in accordance with the following point 3, the Consumer is invited to check the characteristics of the products and the final selling price as defined in the following point 6.1..
- **2.5.** The products available on the site can only be purchased by Consumers residing in Italy who request delivery in Italy. The Seller, therefore, will only accept orders from a Consumer resident in Italy that must be processed on the Italian territory.

3. Method of purchase of products and completion of each individual purchase contract

- **3.1.** The presentation of the products on the site, which is not binding on the Seller, represents a mere invitation to the consumer to formulate a contractual proposal for purchase and not an offer to the public.
- **3.2.** The purchase order sent by the Consumer to the Seller via the Site has the value of a contractual proposal is subject to acceptance by the Seller and is governed by the present terms

and Conditions, which form an integral part of the order itself and the Consumer, through the transmission of the order to the Seller specifically checked, accept in full and without reservation. Before proceeding with the purchase of the products, by sending the purchase order, the Consumer is required to read these conditions carefully, to print a copy through the print command and to store or reproduce a copy for their personal uses. In addition, the Consumer is required to identify and correct any errors in entering their data.

- **3.3.** The correct receipt of the order is confirmed by the Seller through an e-mail communication, sent to the e-mail address indicated by the Consumer during the purchase procedure on the site. The communication of the Seller is to contain the identification number of the order, a summary of the general and special conditions applicable to the contract, the information related to the essential characteristics of the Product or Products and the detailed indication of the price, means of payment, withdrawal, and applicable taxes. This communication will not be valid as acceptance of the order within the meaning of the following point 3.4.. The Consumer must immediately verify the content of the communication and report immediately to Ecolibrì LLC any errors or omissions.
- **3.4.** The Consumer's purchase order is accepted by the Seller by sending it to the Consumer, to the e-mail address declared to the Seller at the time of transmission of the order in accordance with point 3.3 above., an e-mail of acceptance of the order itself, which will report the summary of the order made, including the indication of the price and the main characteristics of the ordered product. The Consumer's order, the confirmation of receipt of the order by the Seller, the subsequent acceptance of the order by the Seller and the terms and Conditions applicable to the relationship between the Consumer and the Seller will be stored electronically by the Seller in its information technology systems, for the time required by statutory regulations and the applicable tax and the purchaser can request a copy by sending a communication via e-mail to the Seller in the e-mail address: customercare@ecolibri.it.
- **3.5.** Each contract for the purchase of the products is concluded when the Consumer receives the acceptance of the order by the Seller by e-mail to the address of the Consumer referred to point 3.4..

4. Product selection and purchase procedure

- **4.1.** Submission of purchase orders to Ecolibri LLC it must be in Italian. To send a purchase order for one or more products on the site you must perform the following operations:
- (I) select a product from those available on the site for sale online by pressing the button "buy product", after having possibly preselected the chosen model by pressing the button "choose product";
- (ii) choose the desired quantity and add to the virtual shopping cart by pressing the button "add to cart";
- (iii) repeat the above operations if you want to purchase additional products on the site;
- (iv) press the button "View Cart";
- (v) press the button "proceed with the order" after verifying the summary of the order to be executed;

- (vi) indicate all the required data and select the payment method (Paypal) pressing the button "PayPal payment";
- (vii) after viewing the order summary and have identified and corrected any possible errors occurred during the filling of the required fields, proceed to send the order, after careful reading and acceptance of these conditions, through the appropriate check-box on the site and, finally, pressing the button "Send order".
- **4.2.** Once a product is placed in the virtual shopping cart, it will remain active for a maximum of Forty-Eight (48) hours within which the purchase procedure must be completed. If the purchase procedure is not completed within this period, the cart will be automatically emptied. The insertion of a product in the virtual shopping cart does not guarantee the maintenance of the price of the inserted product, which may vary if in the meantime its price indicated on the site is varied. Therefore, in the event of a change in the price indicated on the site for a product already included in the cart, before the purchase is concluded, the sale price of the product in the cart will undergo the update made on the site. In this case, a message will alert the Consumer of the price change and highlight the new price before the conclusion of the purchase, so as to inform the Consumer of the new conditions applicable to the purchase and so that the same can decide whether or not to purchase the product.
- **4.3.** The submission page of the order contains a link to these Terms and, in addition, it contains information about the main characteristics of each Product ordered and the relevant unit price (including all applicable taxes), any required contributions for the transport and delivery, the type of payment used for the purchase, and the conditions for delivery of the products, in addition to references to the general terms and conditions for the return of Products purchased online.
- **4.4.** An order will be processed only when the Consumer will receive from the Seller the acceptance referred to paragraph 3.4, which confirms that the proposed order, complete with all the required information has been accepted as all the information required has been preliminarily verified as correct.
- **4.5.** If during the product selection procedure on the site referred to point 4.1 above., the Consumer finds that the price of one or more of the Products to select for the next purchase is clearly lower than that normally applied, net of any discounts and/or promotions at that time in force, due to an evident technical problem on the Website, please do not complete the purchase order and to report the above-mentioned technical error to the Customer Service of the Seller by sending an e-mail to the e-mail address: customercare@ecolibri.it.
- **4.6.** In the cases in which the Consumer has completed the purchase order in relation to a Product whose price is clearly lower than that normally applied, net of any discounts and/or promotions at that time in force, due to an evident technical problem on the Website:
- (a) if the Consumer has not yet received the product, the Seller will (*I*) cancel the order, the delivery of which will not be carried out, by simultaneously sending a communication in this regard by email, to the e-mail address indicated by the Consumer during the purchase procedure on the site in accordance with point 3.3 above. e (*ii*) refund to the Consumer the payments made by the same in relation to the canceled order, without undue delay and, in any case, no later than 30 (thirty) days from the cancellation of the order, using the same means of payment used by the Consumer for the initial transaction;

(b) if the Consumer has received the product, the Seller will promptly inform the consumer by email, to the e-mail address from the latter during the purchase procedure on the site pursuant to paragraph 3.3 above., of the error occurred in the process of completing your order, offering the same, alternatively, to (I) pay to the Seller, no later than the next 5 (five) days, the amount corresponding to the difference between the correct price of the product and the incorrect price resulting from the purchase order, or (ii) to cancel your order by following the instructions contained in the same communication, and returning the Product to the Seller, at his expense, no later than the next 30 (thirty) days, sending it to: Ecolibrì LLC - Via delle Industrie n. 25 – 20864 Agrate Brianza (MB) – Italy, without damage, complete with all its elements and accessories (including packaging and any documentation and accessory equipment: manuals, cables, etc), accompanied by the instructions/notes/manual attachments, from packaging and original packaging and certificate of guarantee, and accompanied by the return form, appropriately filled in, which will be attached to the e-mail transmitted from the Seller. Where the Consumer has chosen the option referred to in this point 4.6.(b) (ii) and the Product is in compliance with the set forth therein, the Seller shall refund the Consumer all payments from the same carried out in relation to the cancelled order without undue delay and in any event not later than 30 (thirty) days from the cancellation of the order, using the same means of payment as the Consumer used for the initial transaction.

5. Product delivery and acceptance

- **5.1.** The site indicates the availability of the products and the delivery times of the same; however, this information is to be considered purely indicative and not binding on the Seller.
- **5.2.** The Seller undertakes to do everything in its power in order to comply with the delivery times indicated on the site and, in any case, to execute the delivery within a maximum time of 30 (thirty) days from the date of conclusion of the contract. In the case of non-execution of the order by the Seller, due to the unavailability, even temporary, of the Product, the Seller shall provide written notice to the Consumer and will proceed to the reimbursement of the sums already paid by the Consumer for the payment of the Product.
- **5.3.** For all the products indicated on the site, Ecolibrì LLC accepts orders only with delivery to be made in the Italian territory. For the delivery of the products, the presence of the Consumer or his agent at the address of the recipient indicated in the order is required. At the time of the delivery by the courier, the Customer is required to check in a timely manner and in the shortest period possible that the delivery includes all and only the Products purchased, and to inform the Seller of any defective Products received, or of their differences with respect to the order made, in accordance with the procedure referred to paragraph 8 of these terms and Conditions; in the absence of the Products shall be deemed accepted. Should the packaging or packaging of the products ordered by the Consumer arrive at their destination manifestly damaged, the Consumer is invited to refuse delivery by the carrier/shipper or to accept delivery "with reserve".

6. Prices, shipping costs, taxes and ancillary fees and charges

- **6.1.** The price of the products is that indicated on the site at the same time as the order is sent by the Consumer. The price is expressed in euros and includes VAT (if applicable), any indirect taxes (if applicable), packaging costs and shipping costs (hereinafter the "**Final Price**").
- **6.2.** The Consumer shall pay the Seller the final price, as stated in the order and in the acceptance of the order sent by e-mail from the Seller to the Consumer.
- **6.3.** Notwithstanding the foregoing, the Seller reserves the right to change at any time, at its sole discretion and without notice, the price of the products on the site.

Ecolibrì LLC. it does not, therefore, provide any guarantee that the selling price of the products will remain unchanged for a certain period of time.

For the avoidance of doubt, it should be noted that any change in the price (both increasing and decreasing) will not affect orders already sent by the Consumer prior to the date of entry into force of the price change. In case of non-acceptance of the order and/or cancellation of the same, Ecolibrì S. R. L. it does not guarantee that the price of the product will remain the same in the subsequent order that the consumer may make.

6.4. The Consumer is solely responsible for any costs for connecting via the Internet to the site, including telephone charges, according to the rates applied by the operator selected by the Consumer himself.

7. Payment

- **7.1.** The payment of the Final Price of the products purchased through the site must be made at the time of placing the order. The Consumer expressly accepts that the performance of the contract by the Seller will begin when the final price of the purchased product (s) is credited to the Seller's current account.
- **7.2.** Payment must be made through the service PayPal. This payment system presupposes the opening, by the Consumer, of an account on PayPal and acceptance of the rules of the relevant service. Ecolibrì LLC. accepts payments only from Consumers registered on the Italian website of PayPal. The Consumer is directed to the login page of PayPal and the payment is managed in the manner and according to the rules governing the relationship between the Consumer and PayPal same, relationship to which the Seller is completely alien. The final price will be charged to the account PayPal of the Consumer after the acceptance of the order by Ecolibrì S. R. L. The delivery of the purchased product will be carried out after verification of the credit of the final price on the account PayPal of the Seller. Any refunds to the Consumer will be made by Ecolibrì S. R. L. on the account PayPal with the modalities provided by the service PayPal.
- **7.3.** If, for any reason, it is not possible to charge the amount due, the sale process will be automatically canceled and the sale will be terminated. In this eventuality, the Consumer will be informed by the Seller through appropriate e-mail communication, sent to the e-mail address indicated by the Consumer during the purchase procedure on the site pursuant to paragraph 3.3 above..

7.4. The Seller will promptly send to the Consumer, if required by applicable law, in electronic format by e-mail to the address declared by the same, the invoice relating to the purchase made. Paper copy of the same invoice will be delivered together with the paper product.

8. Seller's legal guarantee of conformity, reporting of conformity defects and warranty interventions

- **8.1.** All products purchased by the Consumer are covered by the conformity guarantee "hereinafter the" **Legal Guarantee**") for Consumer goods as regulated by art. 128 FF. of the Consumer Code and, as far as it is not expressly provided for, by articles. 1490 FF. of the Civil Code on the contract of sale. To benefit from warranty assistance, the Consumer must present the sales invoice.
- **8.2.** The Statutory Warranty period applies and the work load of the Seller in the event that the Product is found to have defects of conformity, provided that such defects occur within twenty-four (24) months from the date of delivery of the Product to the Consumer and from the last reported within 2 (two) months from the date of discovery of the defect, in accordance with art. 132 of the Consumer Code.

There is a lack of conformity when the product: (I) it is not suitable for its usual use; (ii) does not conform to the description or does not possess the qualities promised by the Seller; (iii) it does not offer the usual qualities and performance of a good of the same type; (iv) it is not suitable for the particular use desired by the Consumer if brought to the attention of the Seller at the time of purchase and accepted by the Seller.

8.3. Pursuant to art. 130 of the Consumer Code, in the presence of defect of conformity, the Consumer may request at its choice, the repair of the Product or its replacement, unless the remedy requested is objectively impossible or excessively expensive compared to the other in accordance with the provisions of art. 130, paragraph 4, of the Consumer Code.

In particular, one of the two remedies is to be considered excessively burdensome if it imposes unreasonable expenses on the Seller in comparison with the other, taking into account: (I) the value that the good would have if there was no lack of conformity; (ii) the extent of the lack of conformity; (iii) the possibility that the alternative remedy can be experienced without significant inconvenience to the Consumer.

- **8.4.** In order to make the after-sales service of high level and absolutely transparent, Ecolibrì LLC . it undertakes, on a voluntary basis, to have the defective product repaired or replaced within a maximum period of 40 (forty) days from the request for warranty assistance.
- **8.5.** The Consumer may also request, at his option, a reasonable price reduction or termination of the contract, where one of the following situations occurs: (*I*) repair or replacement is impossible or excessively onerous; (*ii*) the Seller has not repaired or replaced the product within 40 (forty) days of the warranty service request; (*iii*) the replacement or repair previously carried out has caused considerable inconvenience to the Consumer.
- **8.6.** Upon receipt of the complaint of the lack of conformity and provided that there is and is ascertained from the technical point of view the reported defect, Ecolibrì LLC it can offer the Consumer any other remedies available with the following effects: (*I*) if the Consumer has already requested a specific remedy Ecolibrì LLC. it remains obliged to implement it with the necessary

consequences with regard to the expiry of the above 40-day period, subject to acceptance by the Consumer of the proposed alternative remedy; (ii) if the Consumer has not already requested a specific remedy, he can accept the proposal or reject it by choosing another of the remedies provided for by law.

In any case, the minor lack of conformity for which it is not possible or is excessively burdensome to experience the remedies of repair or replacement, does not entitle the termination of the contract.

- **8.7.** In accordance with the regulations of the Consumer Code and the applicable Civil Code, the legal guarantee is excluded if one of the following occurs: (*I*) the product has been repaired, tampered with, delivered for a technical examination or altered by subjects other than the manufacturer, by Ecolibrì LLC. or any other authorized entity (e.g. technical service centers not authorized by Ecolibrì LLC); (*ii*) the alleged lack of conformity of the Product has manifested over a period of 2 years from the delivery of the Product itself and/or the request of repair or replacement of the defective Product has been sent, after 2 months from the discovery of the defect; (*iii*) the alleged defect is due (in whole or in part) to bad and/or improper use/conservation/maintenance and/or installation of the Consumer or persons other than the manufacturer, by Ecolibrì LLC. or by any other authorized person or is due to non-compliance with the instructions provided by the Seller and present in the user manual of the product or in the instructions provided by the same Seller together with the products delivered; (*iv*) at the time of conclusion of the contract, the Consumer is aware of the defect and could not ignore it with ordinary diligence; (*v*) the lack of conformity arises from instructions or materials provided by the Consumer.
- **8.8.** The legal guarantee must be asserted against Ecolibrì LLC. through Customer Service of the Seller, in the terms set out in point 8.2 above., through one of the following tools: (*I*) by letter addressed to Ecolibrì LLC. Via delle Industrie n. 25 20864 Agrate Brianza (MB); or (*ii*) by email to the address <u>customercare@ecolibri.it</u>. The Customer Service the Seller will provide the Consumer with all the necessary information regarding the conditions and procedures for the use of the legal guarantee.

9. Liability for damage from defective products

9.1. As regards any damage caused by product defects, the provisions of European directive 85/374/EEC and the Consumer Code apply.

10. Right of withdrawal

10.1. Pursuant to art. 52 et seq. of the Consumer Code, the Consumer has the right to withdraw from any contract concluded under these terms and Conditions within the term of 14 (fourteen) days from the receipt of the Product at your address without any penalty and without giving any reason.

In the case of separate delivery of several products, ordered by the Consumer with a single order, the period of 14 (fourteen) days for the exercise of the right of withdrawal starts from the day on which the last product is delivered.

10.2. To exercise the right of withdrawal, the Consumer must send a notice to this effect, within the time indicated in paragraph 10.1 above. by using the appropriate withdrawal form or by submitting any other explicit declaration of your decision to withdraw from the contract, by letter (addressed to Ecolibrì LLC. - Via delle Industrie n. 25 – 20864 Agrate Brianza (MB)) or via mail (to the address customercare@ecolibri.it).

Received the communication containing the declaration of withdrawal, Ecolibrì LLC. will confirm to the Consumer – by e-mail to the e-mail address communicated during the purchase procedure on the site in accordance with point 3.3 above. - the receipt of the declaration of withdrawal exercised, authorizing the return of the product (s), providing the instructions to proceed with the return.

10.3. Within 14 (fourteen) days from the date on which the Consumer has communicated their desire to withdraw from the contract, the same shall ship the Product securely packaged in its original package, avoiding damage to it with adhesive labels or other, and full of all of the content source (including packaging and any documentation and accessory equipment: manuals, cables, etc.), without any lack, to the following address: Ecolibrì LLC. - Via delle Industrie n. 25-20864 Agrate Brianza (MB).

The costs for the return of the product will be borne by the Consumer, under the conditions and terms referred to art. 57, paragraph 1, of the Consumer Code. The shipment, until the certificate of receipt by Ecolibrì LLC, is under the responsibility and risk of the Consumer. Ecolibrì LLC. it will not be responsible for any loss, theft or damage to the products returned by the Consumer. The Consumer shall be liable only for the decrease in value resulting from handling other than that necessary to verify the nature, characteristics and functioning of the product.

10.4. Upon receipt of the product, the Seller will verify its integrity and refund to the Consumer the final price of the product purchased, excluding the costs of sending back equal to 7% of the value of the product and in any case not less than 11€. The refund will take place within 14 (fourteen) days from the day on which Ecolibrì LLC. it has been informed of the Consumer's decision to withdraw from the contract by the same means of payment used by the Consumer at the time of purchase of the product and unless the Consumer and the Seller have expressly agreed otherwise. In any case, the Consumer shall not bear any costs as a consequence of such reimbursement.

Ecolibrì LLC. it reserves, however, to withhold the refund until it has received the product whose shipment has been arranged and put in place by the Consumer or until the Consumer has proved that he has sent the product back, depending on which situation occurs first.

If the recipient of the product indicated in the order is different from the person who made the payment for that product, the final price will be refunded by Ecolibrì LLC. to the person who made the payment.

- **10.5.** In accordance with the provisions of the Consumer Code, the Consumer may not exercise the right of withdrawal in the cases referred to art. 59 of the Consumer Code.
- **10.6.** The right of withdrawal is also not allowed in the event of a defect in the substantial integrity of the returned goods, and so, for example, in the case of: (I) lack of original outer and / or inner packaging; (ii) absence of integral elements of the product (accessories, cables, manuals, parts, etc.); (iii) abnormal state of preservation.

10.7. In the case of withdrawal of the Consumer from the right of withdrawal or in the case of return by the Consumer of a product with respect to which the Seller had legitimately denied the authorization to return Ecolibrì LLC. you will have the right to return the purchased product to the Consumer, charging the same for shipping costs.

11. Intellectual property

- **11.1.** The Consumer declares to be informed that all trademarks, names, as well as any distinctive sign, name, image, photograph, written text or graphic used on the site or related to the products are and remain the exclusive property of Ecolibrì LLC. and/or its assignees, without the access to the site and / or the purchase of the products may derive from the Consumer any right on the same.
- **11.2.** The content of the Site may not be reproduced, in whole or in part, transferred by electronic or conventional means, modified, or used for any purpose without the prior written consent of Ecolibrì LLC.

12. Privacy Policy and Consumer data

- **12.1.** To be able to proceed with the order, and then the subsequent conclusion of the contract of sale on the basis of these Conditions, it is required that the Consumer provide through the Site of some personal data, as well as authorise the processing of releasing during the purchase procedure, a special check mark (check-box). For any further information on how the personal data of the Consumer is processed, please access the section of the Website Privacy Policy.
- **12.2.** The Consumer declares and warrants that the data provided to the Seller during the purchase process is correct and truthful.

13. Communications, contacts and complaints

13.1. For any request, communication or complaint related to the products, to these conditions or, in general, to any contract concluded with Ecolibrì LLC. through the site, you can contact the Seller at the following addresses: Ecolibrì LLC, Via delle Industrie n. 25-20864 Agrate Brianza (MB) - Italy; email address customercare@ecolibri.it. For telephone assistance you can contact the Customer Service of Ecolibrì LLC. to the number +39-039-6056714 from Monday to Friday, from 8.30 to 12.30.

14. Applicable law, conciliation attempt and jurisdiction

14.1. Each sales contract concluded between the Seller and the Consumer pursuant to these Conditions shall be governed by and interpreted in accordance with Italian law and in particular by the Consumer Code, with specific reference to the legislation on distance contracts, by the legislative decree 9 April 2003 no. 70 on certain aspects concerning electronic commerce, as well as from the provisions of the Civil Code as far as not expressly provided here, excluding the operation of the conflict rules.

- **14.2.** The dispute between the Seller and the Consumer-related validity, effectiveness, interpretation and/or execution of the contract of sale, as well as, in general, relating to navigation on the Website of the Consumer or the use of any features made available on the Site, may be subject to conciliation to take place through the platform of european "Online Dispute Resolution" (cd. ODR) available at http://ec.europa.eu/consumers/odr. Through the ODR platform the Consumer can send a complaint regarding the contract concluded online with Ecolibri LLC. by activating the online dispute resolution procedure. The e-mail address of the Seller to be entered in the complaint is customercare@ecolibri.it
- **14.3.** If you do not agree to the out-of-court settlement attempt referred to point 14.2 above., or should such an attempt be unsuccessful, the dispute will be devolved to the court of the place of residence or domicile of the Consumer, being in this case the mandatory territorial jurisdiction.

15. Change

- **15.1.** Ecolibrì LLC. it reserves the right to modify these conditions at any time, at its discretion, without the need to provide any notice to users of the site.
- **15.2.** Any changes to the conditions will be published on the site and the new conditions will be applicable exclusively to orders made from the day of their publication.