



General Sales Conditions [GSC]

This GSC regulates the purchase of products by any means, electronic or otherwise, between any customer and Ventiolivi, property of Casa Civitas di Iorio Michele, with an office at Via Provinciale 11, 84020, Castelcivita (SA), ITALY, and as registered with the Business Register of Salerno, VAT #05560810656, owner of the "Ventiolivi" brand.

This GSC is an integral part of any purchase contract of any Ventiolivi product and regulates exclusively the offer, transmission, acceptance, shipping, purchase method, and right of withdrawal of any purchase order for Ventiolivi products between a customer and Casa Civitas di Iorio Michele.

This GSC does not regulate the provision of services or sale of products by any party other than Ventiolivi, which are present on the Ventiolivi website through links, hyperlinks, or banners. In addition to any special condition that may be part of any individual order, the purchase of products is regulated exclusively by the provisions contained in this GSC.

This GSC applies exclusively to all Ventiolivi customers as defined in this GSC. Customers will benefit, in particular, from all provided protections, in the event of the conclusion of distance contracts pursuant to Title III, Section II, of Legislative Decree 6 September 2005, n. 206 ("Consumer Code"), as well as all other consumer protections provided by the Consumer Code itself and any other applicable law.

Ventiolivi's customer-assistance service is available on the Ventiolivi website Monday to Friday [8:00 am-6:00 pm] for information, feedback, complaints or disputes by phone [+39.333.3567070] and by email [info@ventiolivi.com].

Ventiolivi is also available, as defined below, to clarify any information regarding the content of this GSC and any Contract, as defined below, any related regulations, and any related complaint or product information.

If a customer does not use the customer-assistance service, all consumer rights and faculties by law are unaffected. Section 2 of this GSC explains the storage and printing of the GSC and the possible viewing of any contract text.

1. Scope, Terms, Definitions

This GSC applies to any and all orders related to the purchase of Ventiolivi products through its website www.ventiolivi.com or by any means, electronic or otherwise. The following definitions apply:

"Contract": any agreement between Ventiolivi and any customer regarding the purchase of one or more Ventiolivi products, concluded, depending on the means used, in the manner provided for in other sections of this GSC;

"Customer": any person or designee who places an order to purchase any Ventiolivi product for personal or family use; in general, for purposes unrelated to any entrepreneurial, commercial, craft, resale, or professional use. Other than if specified, "customer" includes "professional customer;"

"Order": any proposal concerning the purchase of one or more Ventiolivi products formulated by a customer to Ventiolivi, alternatively, depending on the means used, in the manner provided for in other sections of this GSC.

"Product": any item offered or sold by Ventiolivi;

"Professional Customer": any person, designee, legal entity, or intermediary who places an order to purchase any Ventiolivi product, generally not for personal or family use, but mainly for purposes related to an entrepreneurial, commercial, craft, resale, or professional use;

"Website" or "Ventiolivi website" or "Site": refers to www.ventiolivi.com;

"Working Day": any day of the week, except Saturday, Sunday, and public holiday under Italian law;

2. Contract Conditions

2.1 A customer may access this GSC and all contract documents using normal browser functions (e.g.: "File" –> "Save as"). A customer may download this GSC in PDF format and save by clicking **HERE**¹. Adobe Reader (www.adobe.it) or other program compatible with PDF must be used to view the PDF file.

2.2 A customer may store the data of an order, either by using the browser function, in accord with the provisions of this GSC, by saving the data summarized on the last web page preceding the forwarding of each order, or by waiting for the order-confirmation e-mail that Ventiolivi will send to the customer's e-mail in follow-up to the order.

¹ For Gianluca (webmaster)

2.3 Ventiolivi will save purchase order details, contracts, pending orders, and updates. For confidentiality, customer access is allowed only after a customer establishes authentication under "My Account" by using special-access customer credentials assigned at registration. Ventiolivi advises customers to consider changing credentials periodically. Customers can save contact and bank details, data related to the subscription of a newsletter service, if available, or any other provided data and information. Ventiolivi advises customers to keep this information confidential to prevent abuse.

3. Conclusion of the contract

3.1 Contracts related to the purchase of Ventiolivi products will be stipulated exclusively in Italian and English.

3.2 The presentation of Ventiolivi products on its website constitutes an invitation to offer and formulate a purchase order. Invitations are not binding to Ventiolivi and, in particular, do not constitute offers to the public, pursuant to and for the purposes of Art. 1336 of the Italian Civil Code, remaining in Ventiolivi's full discretion any decision regarding proposal acceptance by any customer, depending on actual availability of products, the place of delivery, and other considerations, as determined by Ventiolivi.

3.3 To proceed with an internet purchase of any Ventiolivi product, a customer does not need to register in advance on the site, provided that the customer provides all necessary data for Ventiolivi to accept and execute the order and authorizing it to process the order, in compliance with the applicable provisions on the protection of personal data and pursuant to Legislative Decree 196/2003 and subsequent amendments and additions.

3.4 Conclusion of the contract via the "Shop" page on the website

3.4.1 After accessing the website, a customer may select one or more products to purchase, placing them in a virtual "cart", which can be viewed or modified before proceeding with placing the purchase order.

3.4.2 By clicking on "Proceed To Purchase²," a customer starts the order-submission procedure. In the formulation phase of the order and until its actual forwarding, the customer may review entered data by clicking on the "Back" button, so as to identify or correct any data or information.

3.4.3 By clicking on "Proceed To Purchase³," a customer will forward the order to Ventiolivi. Each submitted order constitutes, for all intents and purposes, a contract proposal by the customer. Upon receipt, Ventiolivi will promptly confirm the order by sending an "Order

² For Gianluca (webmaster)

³ For Gianluca (webmaster)

Confirmation” e-mail to the customer and indicating whether the order can be accepted or not.

3.4.4 Ventiolivi maintains the right to accept or decline any order. The contract order will, in any case, conclude when the customer receives Ventiolivi’s “Order-Confirmation” email.

3.5 Conclusion of the contract via e-mail

3.5.1 Order for quantities or products not showed in the “shop” page are possible only by e-mail, or by phone call followed by an e-mail showing the intention to order.

3.5.2 A customer’s order is concluded and a bona fide contract is established upon customer receipt of the “Order-Confirmation.”

3.6 Acknowledgment

Before proceeding with any order, Ventiolivi advises customers to read the GSC carefully and thoroughly.

4. Information and Guarantees

Ventiolivi offers products that are usually in stock at the time of an order. However, the actual availability of any product is dependent upon other factors, such as the number and size of the order and when placed. Orders are therefore subject to quantity limitations and other factors. If products are unavailable, Ventiolivi will promptly inform the customer. Ventiolivi reserves the right to cancel any order or propose an order modification. If cancellation, Ventiolivi will return promptly any money paid, within 14 days of the payment receipt.

4.1 Ventiolivi products are considered quality, given its attention and care to production, marketing, and quality control. Ventiolivi does not sell irregular, counterfeit, or inferior quality products.

4.2 Ventiolivi guarantees that all information and label indications on oil containers or other Ventiolivi products are correct and accurate.

4.3 The essential characteristics of Ventiolivi products are presented with special product sheets, accessible directly on its site. Product images on the site conform to the actual product. Some images may differ in color or size to the actual product due to many factors, such as: characteristics of an internet browser or monitor, photographic issues or other conditions. Product images or supporting information are, therefore, understood to be generic and indicative as informational or promotional material.

5. Product Price and Shipping

Product and shipping prices include VAT [Value-Added Tax]. Shipping costs can be found on the

website or communicated separately. The final price (products and shipment) do not include any other taxes, duties, or costs that may be applied by either Italy or the country of destination. All such other expenses shall be accepted and borne by the customer.

Ventilivi reserves the right to change or modify at any time any product price or shipping cost listed on its website or by separate communication. Any such change will not affect any customer order already placed.

6. Payment

6.1 Customers will pay for any order and applicable cost, as described above, in full at the time of the order. In case Ventilivi declines an order, Ventilivi will reimburse the customer promptly of any money received. Ventilivi may propose different payment methods, such as: credit card, bank transfer, PayPal, or by a prepaid card. Customers must indicate a payment method from those proposed by Ventilivi. Payment must be received within 48 hours of Ventilivi's "Order Confirmation."

6.2 All financial information and data needed for a transaction will be transmitted, via encrypted protocol, to American Express, Pay Pal, or bank, which provide the related remote electronic payment service without third-party access. Ventilivi will not use this information for reasons unrelated to the contract, but only to complete the purchase order or to issue related refunds, as outlined in this GSC; or to prevent and report to the police or other authorities the commission of fraud or other offenses.

6.3 Ventilivi will issue invoices exclusively in electronic format to only those customers who make an explicit request and enter a tax code. For this purpose, customer information provided at the time of the order shall prevail. No invoice change is possible after an invoice has been issued, except in case of error or omission attributable to Ventilivi. A customer's order must indicate whether the shipping address is different from the billing address and include the name of the person who will receive the product. A customer signature may be required to accept a delivery.

Ventilivi will not issue an invoice or certify a payment if a customer omits a tax code or VAT number, pursuant to Articles 22, paragraph 1 of Presidential Decree 633/72 and Article 2, letter oo of Presidential Decree 696/96.

7. Product Delivery

7.1 Ventilivi arranges delivery of its products exclusively to its customers who are over 18 years of age and in full compliance with applicable law and regulations. Ventilivi uses or arranges patented delivery packaging which, according to their particular characteristics, guarantees the integrity of the products transported. All shipping containers are sold without Ventilivi packaging, unless specified differently. Ventilivi arranges delivery to the customer address

indicated on the purchase order through national and international couriers (Mail Boxes, Bartolini, GLS, UPS, FedEx, SDA, and others), which assume full responsibility for the actual product delivery from the moment of accepting Ventiolivi's product. Therefore, Ventiolivi is not responsible for any product damage or behavior of the couriers.

7.2 Deliveries are made only in countries indicated on the Ventiolivi website. Periodically, Ventiolivi may update the country list. A customer must check the availability of delivery before proceeding with any purchase order.

7.3 Ventiolivi is not responsible for any non-delivery or delayed delivery of products beyond 30 days of order placement when it: (a) is unable to make up for product unavailability due to circumstances beyond its control and (b) has promptly notified the customer of such product unavailability. In such circumstances, which do not allow product delivery to proceed within 30 days from placing an order, Ventiolivi will promptly reimburse the customer within 14 days from the receipt of payment or any advance payments.

7.4 Ventiolivi is not responsible for non-delivery or delayed delivery of products due to force majeure or unforeseeable circumstances, such as: labor, transportation, or other strikes or stoppages; measures of the Public Authority, rationing or shortage of energy or raw materials; transport difficulties; or fire; flood or flood damage to any industrial machinery. Ventiolivi will promptly notify the customer of any such occurrence or cause. If the cause persists for more than 30 days, each party has the right to withdraw from the contract. In a case of withdrawal, the customer will not be entitled to any compensation for any reason, without prejudice to the right to return any amount already paid as a price for the ordered product and for its shipment in ordinary ways within 14 days from the end of the contract.

8. Warranty

8.1 Without prejudice to the guarantee under Art. 128 et seq. of Legislative Decree 206/2005, if the purchased product has production defects, the customer may request a similar product replacement within 14 days of receipt, by contacting Ventiolivi and promptly returning the defective or damaged product in its original packaging intact in all its parts, including the cap. Ventiolivi will pay for shipping if a product is returned and replaced.

8.2 At its discretion, Ventiolivi will replace a returned product with the same or similar product within a reasonable time after receiving the customer's request and receipt of the damaged product. A customer seeking replacement must describe in detail the nature of the defect and pertinent order information, along with the customer's code and contact information. Replacement is predicated on the correct sending and receipt of information.

8.3 Sections 8.1 and 8.2 may not apply to products purchased by customers to whom Ventiolivi does not issue any conventional warranty, without prejudice to legal mandatory limits.

9. Customer Support

Customers may contact Ventiolivi for any information, complaint, request, or assistance by calling

or writing [+39. 333.3567070; info@ventiolivi.com]

10. Right of Withdrawal and Order Cancellation

Customers may cancel an order or withdraw from a contract, with reason, by promptly contacting Ventiolivi within 14 days of the order, after which the right to withdraw expires. However, the order or contract remains effective if the product has been or is being shipped or if Ventiolivi has already started the shipping service. In this case, the customer may still have the right of withdrawal under the Consumer Code for the stipulation of distance contracts.

10.1 Right of Withdrawal [Art. 49, par. 4 of Legislative Decree 206/2005]

Customers have the right to withdraw from the contract, preferably with reason, within 14 days, after which the right expires:

- In the case of any purchase order or sales contract of any product(s) ordered through multiple orders: from receipt by the customer of the shipment related to its order;
- In the case of a multiple-delivery contract or multiple lots or multiple pieces: from receipt by the customer of the last lot or piece;
- In the case of a periodic-delivery contract during a certain time period: from receipt by the customer of the first product.

To exercise the right of withdrawal, a customer must do so with an explicit email to info@ventiolivi.com. The customer may use the model withdrawal form referred to in section 10.4 below.

10.2 Effects of Withdrawal

If a Customer withdraws from an order or contract, Ventiolivi will refund promptly all payments made, including shipping, no later than 14 days from receipt of the customer's explicit withdrawal email. Ventiolivi, at its discretion, will execute the refund by bank transfer or by use of the same payment means used by the customer, unless otherwise agreed to by Ventiolivi and the customer.

Ventiolivi may suspend the refund with reason, such as: customer receipt of the product or Ventiolivi's receipt of the returned goods, whichever is earlier. Ventiolivi prefers customers to return products via a courier indicated by Ventiolivi within 14 days of receipt of the customer's explicit email. The customer should attach the Return Authorization Code securely on the packages in a clearly visible position. Ventiolivi will bear costs related to the products' return, unless circumstances dictate otherwise.

The customer is responsible for any decrease in the products' value resulting from product handling other than that which is necessary to establish the nature, characteristics, and function of the product.

10.3 Exclusion of the Right of Withdrawal

The customer's right of withdrawal is subject to the exclusions provided for by Legislative Decree 206/2005. In particular, this right cannot be exercised with reference to the supply of:

- products made to measure or clearly personalized;
- products that are likely to deteriorate or expire rapidly;
- sealed products that are not suitable for return for hygienic reasons or related to health protection or have been opened after delivery;

10.4 Model Withdrawal Form - Pursuant to Art. 49, paragraph 1, letter h)

- I/we _____ hereby notify Ventiolivi of the withdrawal from my/our contract of sale n° _____ of the following products:
- Product description, date ordered ____/receipt of ____
- Customer's name, address, contact information
- Date and reason for withdrawal [preferable]
- Invoice number
- Customer's signature (if withdrawal is sent by mail)

10.5 Instructions to Exercise Right of Withdrawal

10.5.1 In the withdrawal email, the customer will include all information cited above, plus bank details (IBAN code). Once received, Ventiolivi will ask the customer to wait for the Return Authorization Code. The customer must then return the goods within 14 days of receipt of the Return Authorization Code. Products must be returned intact in the manner within the agreed terms.

10.5.2 Ventiolivi will pay costs related to product return

10.5.3 The Right of Withdrawal, in addition to all GSC terms and methods, is intended to be exercised correctly if the following conditions are met:

- Products are returned substantially intact and sealed in their original packaging (If several bottles within the same package need to be returned, it may be necessary to return all the bottles);
- Products relating to an order must be sent in a single shipment. Ventiolivi reserves the

right not to accept bottles or products of the same order when shipped or returned at different times;

Ventiolivi will assess damage or tampering upon product arrival to determine cause and, in its discretion, accept or reject the product's return and accept or reject paying for costs accordingly. The substantial integrity of the returned goods is an essential condition for the correct exercise of the right of withdrawal;

Ventiolivi recommends maximum care in the preparation of the package using the original packaging. Products must not have been used;

The notice of withdrawal must be completed correctly and sent to Ventiolivi within fourteen (14) working days of product receipt.

The customer must return products within 14 days of receipt of the return authorization email with the Return Authorization Code indicated, correctly packed in their original packaging, clean and in an otherwise undamaged condition, equipped with any and all accessories, instructions for use, and documentation of the transport document to allow Ventiolivi to identify the customer (Order number, name, surname and address);

The return of the Ventiolivi product must occur in accord with all GSC provisions, otherwise, the withdrawal will be rendered as ineffective.

10.5.4 If withdrawal is exercised correctly, Ventiolivi will promptly refund any sums already collected, within 14 days of the customer's withdrawal or receipt of payment, without prejudice to Ventiolivi's right to suspend the refund or declare the withdrawal as ineffective. Refunds are activated only upon full compliance with all terms and conditions.

10.5.5 If withdrawal is exercised incorrectly or if all terms and conditions are not met, the customer is not entitled to a refund or credit. Possibly, customers may regain products, at the customer's expense, in the state in which they were received by Ventiolivi. Otherwise, Ventiolivi will retain the products, in addition to the sums already paid for their purchase.

11. Refunds

11.1 Once products have been returned, Ventiolivi will check to determine compliance with terms and conditions indicated in the GSC. After completing a successful check, Ventiolivi will email the customer a confirmation of acceptance of the returned products.

11.2 Ventiolivi will activate a refund promptly within 14 days from the date on which Ventiolivi disposed the products resulting from the withdrawal, subject to verification of the withdrawal's correct execution and Ventiolivi's acceptance of the returned products. Ventiolivi retains the right to suspend reimbursement until receipt of the products.

11.3 Ventiolivi will issue refunds or credit to the customer, person, or entity making the original payment.

12. Protection of Customer Information

Ventiolivi will process customers' personal information confidentially, in compliance with fundamental rights and freedoms, respecting the dignity of all parties, in accord with the provisions of the Privacy Code and information made available to customers at the time of registration or order placement.

13. Modification of the GSC

Ventiolivi will promptly publish any modifications to this GSC on its website. The modified GSC will become an integral part of any new contract, starting from the first customer order following the publication. For orders already placed, the GSC version in use at the time of order will apply.

14. Substitution Clause

If a present or future provision of the GSC or if a contract should be or become completely or partially null or ineffective or if there is a gap in GSC provisions or the contract, the remaining provisions of the GSC and the contract will be valid and effective. Ventiolivi and the customer will negotiate in good faith to safeguard the contract's economic substance the integration of any gap or the replacement of the null or ineffective clause with the aim of achieving the same results intended by the invalid or ineffective clause.

15. Applicable Law and Dispute Resolution

15.1 This GSC is governed by Italian law and in particular by Legislative Decree 6, September 2005, n. 206, Consumer Code, with specific reference to the legislation on distance contracts stipulated with customers and by Legislative Decree 9, April 2003, n. 70 on certain aspects concerning electronic commerce.

15.2 The sale of products takes place in the territory of the Italian State and is subject to the laws in force in the Italian Republic. The competent court for the resolution of any dispute relating to the contracts for the purchase of Ventiolivi products will be exclusively that of Salerno, without prejudice to the application of the mandatory rules for the protection of the customer referred to in Legislative Decree no. 206/2005.

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