

GENERAL CONDITIONS OF SALE FOR CONSUMERS (rev. 2022/03) - Courtesy translation

Mazzer Luigi s.p.a. is a company operating in the manufacturing and marketing of coffee grinders/dispensers, coffee grinders and equipment for bars and coffee shops. These general terms and conditions of sale ("Terms and Conditions") apply to all the sales of products (hereinafter, the "Products", as defined in Article 1) concluded by distance contracts between Mazzer Luigi S.p.a. ("Mazzer") and the customer ("Customer") who is a consumer pursuant to the Italian Legislative Decree 6 September 2005, No. 206 (Consumer Code). The Terms and Conditions constitute the entire discipline of each contract between the Customer and Mazzer except for any agreements agreed in writing between Mazzer and the Customer, and supersede any other term or condition in conflict with them proposed by the Customer orally or in writing and not expressly accepted by Mazzer in writing. It is understood that, in the absence of further indications or agreements, the contracts concluded between the Customer and Mazzer shall be qualified as contracts of sale under the applicable regulations.

1. DEFINITIONS

The following words (as the case may be, in plural form) will have the following meanings in these Terms and Conditions:

"Product" means: (1) the product as set out in Mazzer's catalogues; (2) the customised product; and (3) spare parts;

"Order" means an offer to purchase Products sent by the Customer;

"Order confirmation" means the document summarising the Order placed by the Customer, sent by Mazzer;

"Contract" means the contract for the sale of Products concluded between Mazzer and the Customer.

2. CONCLUSION OF THE CONTRACT AND ITS CONTENT

2.1 The Contract shall be considered concluded only after the sending of the Order confirmation and the receipt of the payment sent telematically by the electronic platform managed by Mazzer. Orders accepted by Mazzer may no longer be modified or cancelled by the Customer without a written agreement with Mazzer, except as provided for in Article 8.

2.2 The Customer shall indicate the quantity of the Products and the relevant code in the order procedure. No provision or condition, whatever its origin, whether express or implied, contained in an Order or otherwise applicable by virtue of trade custom and practice, shall govern or otherwise affect the Contract.

2.3 The transmission of the Order to Mazzer by the Customer shall imply the unreserved acceptance of these Conditions.

2.4 The content of an already concluded Contract is subject to change and subsequent amendments only if agreed upon in writing by the parties.

3. DELIVERY

3.1 The delivery of the Products shall be carried out according to what is established and illustrated on the portal in the relevant order phase and, if applicable, indicated in the Order Confirmation. Partial deliveries of Products by Mazzer are permitted.

3.2 The delivery term indicated in the order confirmations is not essential. Unless otherwise agreed between the parties, Mazzer undertakes to deliver the Products no later than 30 (thirty) days from the date of conclusion of the Contract.

3.3 The delivery of the Products shall be made by a carrier appointed by Mazzer and at the expense of the Customer. The relevant costs, where reasonably predeterminable, shall be quantified in the order procedure. In the event that the Customer requests a different method of delivery from the standard one provided by Mazzer (e.g. express courier), the Customer shall bear any costs.

4. PRICE AND PAYMENT

4.1 The price due for the Products shall be the one expressly indicated in the portal preceding the sending of the Order or, failing that, the one indicated on the price list of the Products in force on the date of the Order. Mazzer reserves the right to change the prices indicated in the price lists at any time but the Customer will always be able to see the correct price applicable to the individual transaction before sending the Order.

4.2 Unless otherwise stated, the price is exclusive of all charges relating to taxes and duties (except VAT, if due), transport, insurance, shipping, storage, handling and similar costs which will be quantified or made readily quantifiable on the summary page preceding the placing of the Order. These costs will be borne by the Customer. Where certain costs cannot reasonably be calculated in advance, the Customer will nevertheless be advised prior to placing the Order that such costs may be charged to him or her. For shipments of Products subject to duties and/or customs charges under applicable law, the price shall not include such charges, which shall be collected directly by the courier upon delivery. Under no circumstances may these charges be reimbursed, not even if the Customer exercises the right of withdrawal referred to in Article 8.

4.3 Unless otherwise agreed in writing, the price shall include the cost of standard packaging of the Products.

4.4 In relation to all sums due to Mazzer, unless expressly agreed in writing, no discounts, offsets or allowances shall be granted or permitted.

5. CHANGES TO PRODUCT SPECIFICATIONS AND CHARACTERISTICS

5.1 In light of its effort to constantly improve its Products, Mazzer reserves the right to modify without notice the design and specifications of each of the Products. The documents containing drawings, specifications, weight information, dimensions or illustrations will not be part of the Contract, unless agreed otherwise in writing.

5.2 All the technical characteristics, the specifications and the operating information are provided by Mazzer in conformity with the requirements of the national or international standards cited in the Order Confirmation or, failing that, based on the characteristics of the Product, the operating experience and the inspections conducted by Mazzer or its suppliers under normal test conditions. It is the Customer's responsibility to determine whether the Products are suitable for the use for which the Customer intends them, without Mazzer bearing in any way responsibility for the suitability of the Products for specific uses, even though communicated by the Customer.

6. FORCE MAJEURE

6.1 Mazzer shall never be held responsible for the failure to fulfil any of its obligations if such failure is caused by strikes, industrial unrest, lockouts, epidemics, drought, unforeseeable circumstance, fires, shortage or lack of raw materials, delays or problems by the carriers and/or suppliers, compliance with orders of the public authority, uprisings, state of war, natural events, embargo, force majeure or any other cause beyond the reasonable control of Mazzer.

6.2 It is understood that, in the event of the occurrence of the event referred to in the preceding paragraph of this article, the running of the terms of performance shall remain suspended until the circumstance which caused the suspension no longer exists. Should the impediment continue for more than 90 (ninety) consecutive days, each party shall be entitled to withdraw from the contract, without prejudice to Mazzer's right to payment for the Products already delivered.

7. PRODUCT WARRANTY AND MAZZER'S LIABILITY

7.1 Mazzer shall be liable to the Customer for any lack of conformity of the Products existing at the time of delivery which becomes apparent within the term of 2 (two) years from delivery. The lack of conformity shall be deemed to exist if the Product does not meet the subjective and objective requirements, where relevant, provided for in Art. 129, Legislative Decree No. 206/2005.

7.2 Mazzer will make every diligent effort to repair or replace at its own expense with other products of the same quality, those Products delivered which are non-conforming. The Customer shall return the Products in the packaging originally supplied, or in any case with a packaging which guarantees adequate protection of the Products in view of transport, complete with all the parts which compose them. If repair or replacement is not possible or imposes disproportionate costs, the Customer may, at its option, request an appropriate price reduction or termination of the Contract. In determining the amount of the reduction or the amount to be refunded, the possible use of the goods shall be taken into account. The consumer shall not be entitled to terminate the Contract if the lack of conformity is only minor.

7.3 It is understood that the warranty does not cover: (1) defects in the Products deriving from unsuitable storage of the same by the Customer or its assignees, or deriving from the production process or manipulations or interventions to which they have been subjected by the Customer or his or her assignees; (2) defects attributable to deterioration and/or normal wear and tear of the Products; (3) defects due to Customer negligence or improper use and/or incorrect installation; (4) defects due to use and maintenance that do not comply with the product sheet and/or user manual.

8. RIGHT OF WITHDRAWAL

8.1 In accordance with the notice attached to these Terms and Conditions, the Customer is entitled to withdraw from the Contract, without having to give any reasons, within 14 (fourteen) days from the day on which he/she or a third party other than the carrier and designated by the Customer acquires physical possession of the Products. If the Contract relates to several Products ordered by the consumer in one order and delivered separately, this period shall start to run when the Customer or a third party other than the carrier and designated by the Customer takes physical possession of the last Product delivered. If the Contract relates to a Product consisting of multiple lots or pieces, the period shall begin when the Customer or a third party other than the carrier and designated by the Customer takes physical possession of the last lot or piece.

8.2 The Customer may exercise the right of withdrawal: (i) by using the form attached to these Terms and Conditions available on the website www.mazzer.com, duly completed and sent by email to customer@mazzer.com; or (ii) by expressly communicating this intention by means of a written declaration sent to Mazzer at the following addresses: Mazzer Luigi S.p.a., Via Moglianese Gardigiano 113, 30037 Scorzè, Venezia, Italy, e-mail customer@mazzer.com. Mazzer shall communicate to the Customer without delay a confirmation of receipt of the withdrawal when it is exercised by means of an electronic form.

8.3 If the Customer withdraws from the Contract, he or she will be reimbursed for all payments made, including delivery costs, but excluding customs duties and charges, as provided for in Article 4.2. If the Customer has chosen a different delivery method pursuant to Article 3.3, he will only be reimbursed the cost for the standard delivery method. The refund will be made using the same means of payment that the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise and provided that the Customer does not incur any costs as a result of the refund.

8.4 The Customer shall return to Mazzer the Products ordered without undue delay, and in any case not later than 14 (fourteen) days from the day on which he has expressed his or her intention to withdraw, unless Mazzer has offered to collect the Products itself. The return will normally take place by means of the carrier indicated by Mazzer, and in accordance with the instructions indicated in any confirmation of receipt. The shipping address is: Mazzer Luigi S.p.a., Via Moglianese Gardigiano 113, 30037 Scorzè, Venezia, Italy. The Customer must use the original packaging provided by Mazzer, or other packaging which guarantees equal protection of the Products in view of transport. The direct costs for the return of the Products shall be borne by the Customer, including any duties and/or customs charges that may be due for the return shipment. The reimbursement will take place only after Mazzer has received the return of the Products and verified their integrity, and will be made without undue delay. This is without prejudice to Mazzer's right to examine the condition of the Products upon receipt of the return and the right to charge for any damage suffered by the Products, including that caused by unsuitable packaging.

8.5 It is understood that the Customer shall only be liable for the reduction in the value of the Products resulting from handling the Product in a manner different from that necessary to establish the nature, characteristics and operation of the Product itself, as well as for any damage Mazzer may find as a result of the verification referred to in paragraph 8.4 above.

8.6 The right of withdrawal is excluded if the Products have been made to the Customer's specifications and/or clearly customised, pursuant to Art. 59(1), letter c of Legislative Decree no. 206/2005.

9. PROTECTION OF PERSONAL DATA

9.1 Pursuant to and for the purposes of EU Regulation 2016/679, the personal data acquired by Mazzer directly and/or through third parties will be processed in paper, computer or telematic form for contractual and legal requirements, as well as to enable effective management of business relations.

9.2 Failure to provide the data, where not compulsory, will be evaluated from time to time by Mazzer and will determine the consequent decisions in relation to the importance of the data requested with respect to the management of the commercial relationship.

9.3 The data may be disclosed solely for the purposes indicated above and, consequently, processed only for such purposes by other entities, and in particular by: (i) network of agents; (ii) factoring companies; (iii) banks; (iv) credit collection companies; (v) credit insurance companies; (vi) commercial information companies; (vii) professionals and consultants. For the same purposes, the data may be processed by the managers of the Mazzer financial and business area.

9.4 The Customer may exercise all rights of access, rectification, updating, objection to processing and cancellation of their personal data communicated granted by the law.

10. APPLICABLE LAW

The Contract will be governed and construed in accordance with Italian law, with express exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG).

11. JURISDICTION

Disputes with the Customer residing outside the Italian territory shall be submitted to the jurisdiction of the Court of Venice, as the judge of the place where the Contract is executed.

12. COMPLAINTS AND ASSISTANCE

The customer may submit any complaints or request assistance with purchases made by contacting Mazzer at the following e-mail address: customercare@mazzer.com. Mazzer will handle the requests and process the answers as soon as possible.

13. PROVISIONS OF A GENERAL NATURE

13.1 Should one or more of the provisions of these Terms and Conditions be considered invalid or ineffective by a court or by a competent administrative body, that invalidity or ineffectiveness will not affect the other provisions, which will remain fully valid and effective.

13.2 The Customer may not assign or transfer in any way, in whole or in part, the rights arising from a Contract without the prior written consent of Mazzer.

13.3 All communications pursuant to these Terms and Conditions shall be made in writing to the addresses indicated in the Order and the Order confirmation or those shown in the official registers.

13.4 Mazzer's rights shall not in any way be affected or waived by any extension, forbearance or permission that may be granted.

13.5 These General Terms and Conditions contain the entire agreement reached between the parties.

13.6 This is a translation of the Terms and Conditions drafted in Italian (Condizioni generali di vendita). In any event, for example in case of uncertain interpretation, the Italian language shall prevail.



**Information concerning the exercise of the right of withdrawal
for distance or off-premises contracts
pursuant to Article 49 (4) of the Consumer Code**

A. RIGHT OF WITHDRAWAL

You have the right to withdraw from the contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. In the case of a contract relating to multiple goods ordered by you in one order and delivered separately, the period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. In the case of a contract for the delivery of goods consisting of multiple lots or pieces, the period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and designated by you acquires, physical possession of the last lot or piece.

To exercise your right of withdrawal, you must inform us by e-mail at customercare@mazzer.com or at the address: Mazzer Luigi S.p.a., Via Moglianese Gardigiano 113, 30037 Scorzè, Venezia, Italy of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the standard withdrawal form available on Mazzer's website www.mazzer.com, but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal by e-mail without delay.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

You should reuse the original packaging provided by us, or other packaging that guarantees equal protection of the goods in view of transport.

B. EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including standard delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us, such as express delivery) but with the exception of duties or customs charges, without undue delay. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

The return of goods will normally take place with a carrier designated by us and in accordance with our instructions, and you will have to bear the direct cost of returning the goods, including any duties and/or customs charges that may be due on the return shipment. The shipment cost is estimated at a maximum of approximately EUR 70 per product.

Please return the goods without undue delay and in any event within 14 days of the day on which you notify us of your withdrawal from this contract. The deadline is met if you return the goods before the 14-day period has expired.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.



**Withdrawal form for distance or off-premises contracts
pursuant to Article 49(1)(h) of the Consumer Code**

(Complete and return this form only if you wish to withdraw from the contract)

Please use the original packaging to return the Product and make sure the items
are in the same condition as you received them.

To:
MAZZER LUIGI S.P.A.
Via Moglianese Gardigiano, 113
30037 Scorzè - Venezia - Italy

Sent by e-mail to: customer-care@mazzer.com

I hereby give notice that I withdraw from the contract of sale of the following goods:

Product description	Product code	Serial number (if available)

ordered on _____ (enter date of conclusion of the Contract),
order number _____ (enter order number)

The undersigned:

Name and Surname _____

Address _____

ZIP _____ City _____

State _____ Country _____

E-mail _____ Telephone _____

Date and place

Signature



The withdrawal is made because (not mandatory, this info will help us to provide a better service):

- mistake in the delivery of the items, namely:

- the products are damaged, namely:

- I ordered the wrong product:

- other:

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