

## **TERMS AND CONDITIONS**

### **E-COMMERCE**

The object of these Conditions of Sale is the purchase of perishable and non-perishable products made at a distance through the Site [www.prezzemoloevitale.co.uk](http://www.prezzemoloevitale.co.uk), managed and owned by Prezzemolo & Vitale UK LTD, with registered office in C/O Pirola Pennuto Zei & Associati, 5th Floor, Aldermay House, 10 - 15 Queen Street, London, England, EC4N 1TX Tel.+44 2073499945, Email: [info@prezzemoloevitale.net](mailto:info@prezzemoloevitale.net), VAT - GB 243435422). Each purchase transaction shall be governed by the provisions of Legislative Decree 206/2005 (Consumer Code) and, as regards the protection of privacy and confidentiality, shall be subject to the regulations set out in REGULATION (EU) 2016/679.

#### **1. Foreword.**

The Conditions applicable to each individual order shall be those set out on the Site at the time the order is placed. Any new Conditions shall be effective from the time of publication on the Site and shall apply only to sales concluded after such publication. The order sent by the Customer has the value of a contractual proposal and the Customer himself explicitly states that he fully accepts these General Terms and Conditions of Sale.

#### **2. Products.**

The products and prices indicated on the Site constitute an offer to the public, to be made in the manner contained in the Site itself and in these Conditions.

The Customer may purchase only the products indicated, illustrated and described in the information sheets present in the catalogue of the Website of Prezzemolo&Vitale UK LTD upon confirmation of the order. The Customer acknowledges that, due to the possible simultaneous access to the website by more than one user, the actual availability of individual products may vary significantly during the same day with respect to the indications reported on the Website. In view of this, the temporary unavailability of the

product will be promptly communicated to the Customer.

Variable weight products (fruit and vegetables, butchery, delicatessen) are offered on the Site in indicative sizes and weights, with the price determined per kilogram.

The actual weight is only established when the product is prepared, and may vary up to 20% more or less than the indicative weight proposed on the website or requested by the Customer.

Also in consideration of the above, the weight and amount determined at the time of the order may differ from the actual weight and amount calculated at the time the receipt is issued.

### **3. Prices.**

The prices shown on the Site are inclusive of VAT. The price displayed on the order confirmation e-mail is pre-authorisation, and may differ from the total price of the products ordered only with reference to those with variable weight, in accordance with Article 2 of these Terms of Sale. No increases or decreases may be calculated on the price determined at the time the order is confirmed, even for promotions that may have occurred subsequently or have been previously concluded. The cost of delivery and shipping, where applicable, is not included in the price of the products.

### **4. Orders**

#### **a) Order confirmation.**

Once the online product order procedure provided for by the website has been completed, the Customer will receive an e-mail confirming the order placed, with a summary of the products, prices, total amount, date and time of delivery. The confirmation e-mail will also contain any special conditions applicable. The unavailability of a product after the completion of the procedure, with its consequences on delivery times, will be

communicated by Prezzemolo&Vitale UK LTD to the Customer, allowing the latter to choose whether to confirm the order anyway, modify it or cancel it. The order sent by the Customer shall be binding for Prezzemolo&Vitale UK LTD only with the completion of the relevant on-line procedure and the sending of the confirmation e-mail.

**b) Order modification and cancellation.**

The Customer, when delivery is not scheduled, may cancel the entire order or change it (exclusively as regards the day and time of delivery) within five hours prior to the scheduled delivery time.

In the event of unexpected and unforeseen logistical and organisational difficulties, Prezzemolo & Vitale UK LTD may cancel the order by notifying the Customer by e-mail or, subject to agreement with the same, change the day and/or time of delivery.

**5. Delivery of products.**

The Customer acknowledges that the delivery date of the products is merely indicative.

**a) Delivery without shipping.**

Furthermore, the delivery service is only guaranteed for homes that can be reached with the means of transport provided. The Customer, therefore, must promptly notify Prezzemolo & Vitale UK LTD by e-mail at [info@prezzemoloevitale.net](mailto:info@prezzemoloevitale.net) of any problems concerning the integrity of the packaging, correspondence and/or completeness of the products received. The cost of delivery without shipping is indicated on the cost summary table on the website.

**b) Delivery by consignment.**

Prezzemolo & Vitale UK LTD shall also ship the products throughout the national territory within three to five working days from the date of order confirmation, to the address indicated by the Customer.

The responsibility for the products, with the exception of defects on the goods not attributable to transport, shall be borne by Prezzemolo&Vitale UK LTD until the moment of

delivery of the same to the forwarding agent or to the carrier in charge.

At the time of delivery of the products by the courier, the Customer, or his appointee, shall check that the number of packages delivered corresponds to that indicated in the transport document and that the packaging is intact, undamaged or in any case altered, checking with particular care for any signs indicating the breakage of the goods sent, such as, for example, the presence of leaking liquids and/or the presence of moisture on the packaging.

Any damage to the packaging and/or the products and/or the mismatch in the number of packages must be immediately notified to the courier by the Customer, with a declaration of acceptance with "subject to verification of the contents" to be issued to the employee in charge of deliveries.

The Customer also undertakes to immediately report to Prezzemolo&Vitale UK LTD by registered letter with acknowledgement of receipt to the address C/O Pirola Pennuto Zei & Associati, 5th Floor, Aldermay House, 10 - 15 Queen Street, London, England, EC4N 1TX or by email to the address [info@prezzemoloevitale.net](mailto:info@prezzemoloevitale.net) any problems concerning the physical integrity, correspondence and/or completeness of the products received.

The Customer may indicate a destination for the goods other than the invoicing address. If the different destination does not appear in the order confirmation e-mail or is subsequently requested by the Customer, the latter shall request through the appropriate section of the Site the reissue of the order confirmation, rectified with the new address. In the event that, for whatever reason, the different delivery address does not appear on the order confirmation, and the Customer has not requested the correction in the manner described above, the delivery shall be made to the billing address, with exoneration of any responsibility on the part of Prezzemolo&Vitale UK LTD

**c) Responsibility for deliveries.**

Furthermore, Prezzemolo & Vitale UK LTD shall not be held liable for any loss, damage,

wrong or non-delivery caused by force majeure or fortuitous events, such as (by way of example) adverse weather conditions, strikes (of its own or other employees), accidents to means of transport, pandemics or any other cause, similar or different.

**d) Non-delivery.**

If, at the time of delivery, the order is not prepaid or the Customer has not made payment in the manner indicated on the Site, the order shall be deemed cancelled. In this case, the Customer will be charged only the cost of delivery and that of any products not transferable to third parties (by way of example, perishable products). Prezzemolo & Vitale UK LTD, moreover, will have the right to exclude the Customer from the online purchase service, or make the service subject to the payment of a penalty for non-delivery due, equal to the cost of delivery and that of any products not alienable to third parties.

**6. Payments and Invoicing.**

For each order, Prezzemolo & Vitale UK LTD shall issue an invoice/tax receipt for the products purchased by the Customer. The invoice shall be issued on the basis of the information provided by the Customer at the time of registration on the Site; the Customer assumes all responsibility for the correctness of said information. The information contained in the invoice may not be changed by the Customer after it has been issued. If an invoice is issued, it shall be transmitted to the Customer through the appropriate interchange systems. If a receipt is issued, it shall be forwarded to the Customer to the e-mail address provided by the latter at the time of registration.

The purchase can be paid for by the Customer online via: Credit, debit and prepaid cards enabled for online payments of the MasterCard, Visa, American Express circuits, as well as the Google Pay and Apple Pay systems.

**7. Customer Withdrawal**

The Customer is protected by the provisions of Legislative Decree 206/2005 as amended.

The Customer has the right to withdraw, in whole or in part, from the contract without incurring any expenses by means of a communication to be forwarded within fourteen working days from the receipt of the products to Prezzemolo & Vitale UK LTD by email at [info@prezzemoloevitale.net](mailto:info@prezzemoloevitale.net). The communication shall clearly specify the intention to withdraw from the contract and the product for which the right of withdrawal is to be exercised, attaching a copy of the receipt/invoice.

In the event of withdrawal exercised in accordance with the above, Prezzemolo & Vitale UK LTD shall refund the sum paid by the Customer, in addition to shipping costs, within fourteen working days of receipt of the notice of withdrawal. In the case of shipped products, the Customer, after having forwarded a declaration of withdrawal in the manner indicated above, will receive from Prezzemolo & Vitale UK LTD a shipping label to return the products. In the case of products delivered without shipping, the withdrawal of the products will be carried out by an agent of Prezzemolo & Vitale UK LTD at the address where the delivery took place.

**The customer may not exercise the right of withdrawal in the event of:**

- **products sealed and opened by the Customer;**
- **tailor-made or customised products;**
- **products that by their nature cannot be returned, at risk of alteration or deterioration.**

The Customer shall in any case be held liable for any diminution in the value of the returned goods in the event of improper handling and/or use.

#### **8. Responsibility of Prezzemolo & Vitale UK LTD for delivered products.**

Prezzemolo & Vitale UK LTD fully guarantees compliance with the quality standards of the products delivered. The Customer acknowledges that the images and descriptions on the Site must be understood as indicative and subject to possible modification by the

manufacturers.

Prezzemolo & Vitale UK LTD cannot be held liable:

- the temporary or permanent unavailability of one or more products;
- product information provided by manufacturers and/or distributors;
- the poor condition of the products due to unsuitable storage of the products by the Customer;
- for any damage suffered by the Customer directly or indirectly attributable to the use of the Site.

#### **9. Jurisdiction and Dispute Resolution.**

In the event of disputes, in relations with consumers, pursuant to Article 66-bis of Legislative Decree 206/2005 (Consumer Code), the territorial jurisdiction is indisputably attributed to the Court of residence (or domicile) of the consumer. Furthermore, the consumer established in Europe may take advantage of the platform made available by the European Commission for the resolution of any disputes arising from the online contract stipulated on the site. The European ODR platform is available at the following link: <https://webgate.ec.europa.eu/odr>

#### **10. Privacy Protection.**

Prezzemolo & Vitale UK LTD guarantees the processing of the Customer's personal data in compliance with the regulations on privacy and the information in the relevant section of the Site.