

## GENERAL TERMS AND CONDITIONS OF WAY TO GO SRL

Art. 1) Definitions, scope and applicable law.

1.1) Definitions:

- CUSTOMER: subject (Consumer or Non-Consumer) who makes use of the services rendered by the Supplier.
- CONSUMER: natural person who acts for purposes unrelated to entrepreneurial, commercial activity, artisan or professional eventually carried out.
- NON-CONSUMER: the natural or legal person who acts in the exercise of his activity commercial, artisan or professional entrepreneur, or an intermediary. For the purposes of this contract is assumed to be a non-consumer who buys by displaying their VAT number.
- SUPPLIER: WAY TO GO SRL, CF / VAT number 03673270264, Via Dalmazia n. 17, Montebelluna (TV), tel. 0423603899 fax 04231990146 email: operativo@waytogosrl.com, pec : mbe410@legalmail.it, below also indicated as a freight forwarder;
- PARTIES: Customer and Supplier jointly understood;
- SERVICE: service rendered to the Customer by the Supplier;
- CARRIER: third party, partner of the Supplier, appointed by the Supplier to carry out the transport for customer account.

1.2) Scope of application: these general conditions apply to all contractual relationships arisen between Customer and Supplier, even when they have not been expressly referred to by Set off. They are available with a specific link before submitting the shipping order and also to simple request, for which they are considered known by the Customer and in any case knowable with the ordinary diligence.

The Conditions form an integral part of all contracts entered into by the Customer with WAY TO GO Srl, too

when orders are taken or modified by fax or e-mail. The sending of each order by the Customer implies the implicit acceptance of these general conditions in all their parts.

The Supplier reserves the right to modify, in whole or in part, these general conditions of shipment, and these changes will take effect from the date of their publication electronically. In any case, unless differently and expressly agreed between the parties, these changes will have no effect

retroactive on contracts previously entered into with the Customer.

These general conditions do not apply to relations between the customer and the person who sold to Customer the goods being shipped, to which the Supplier remains foreign.

1.3) Applicable law: these general shipping conditions are written in Italian and in English language. Shipping contracts concluded electronically between Customer and Supplier are considered

concluded and executed in Italy and are therefore governed by Italian law.

For all matters not covered by these General Terms and Conditions, the Parties expressly express their consent

I refer to the provisions of the law, and in particular to the provisions of the Italian Civil Code regarding

shipping contract (art. 1737 cc and following).

The eventual invalidity or ineffectiveness of one or more contractual clauses will in no case compromise the

validity or effectiveness of the contract and its additional clauses.

The Customer is requested to print a copy of these General Conditions and \ or to store them on

durable support.

Art. 2) Object of the contract and information relating to the service.

2.1) Scope of operation: with the stipulation of the shipping contract electronically, WAY TO GO Srl

(forwarding agent) assumes the obligation to conclude a contract in its own name and on behalf of the Customer

transport with a partner carrier, carrying out the accessory operations necessary for the shipping against payment of a fee.

Therefore the shipper assumes with the Customer the obligation to enter into a transport contract with a

partner carrier, not to carry out the transport, which is the object of the carrier's performance in fulfillment of the transport contract.

To know the general conditions of transport applied by the individual carriers affiliated with WAY TO

GO Srl, please refer to the following link: <http://www.statiunitisubito.com/condizioni-general/>.

By sending the order, the customer expresses his consent to the stipulation of the transport contract by the customer

of the shipper, with one of the affiliated carriers indicated in the link referred to in the previous paragraph chosen

of the shipper, recognizing the professionalism of all the carriers indicated, without preference for anyone

of them.

2.2) Preliminary checks: before proceeding to insert your data in the appropriate formats for the assignment of the shipment to the Supplier, the Customer is required to verify that the Products are the same

want to ship abroad are allowed in the country of entry by type, nature and quantity.

In addition, the customer is required to verify that the goods being shipped have the characteristics and

is packed as expressly specified at the following link:

<http://www.statiunitisubito.com/wp-content/uploads/2017/12/imballaggio-e-limitazioni.pdf>

In case of doubts on the technical specifications indicated, it is possible to contact the Supplier at the following telephone number 0423603899 to have any clarifications.

By sending the order, all the required technical specifications are considered known and accepted in full by the Customer, so any discrepancies cannot in any way be attributed to Supplier.

2.3) Limitations: it is strictly forbidden to ship live or dead animals, parts of animals, objects containing

ivory, human remains and liquids, magnets and objects containing magnets, weapons, explosives and in general

dangerous objects or whose regulations are prohibited from being held or marketed or transported international, by the laws of the countries of departure, transit or destination.

No responsibility can be ascribed to the Supplier in case of violation by the Customer of the requirements referred to in this article.

Art. 3) Mode of delivery of the service and shipping costs.

Following the instructions, the customer must fill in and upload all the data required by the format, including the country

of destination and all contact details required. Once the data has been uploaded, the Customer will be able to view the

service costs.

For shipping requests with destination within the European Union, to the United States of America and in Hong Kong (China) the costs indicated are all-inclusive.

For shipping requests with destinations other than the European Union, the United States of America and Hong Kong (China), the costs do not include customs duties and taxes, the quantification of which will be carried out by the competent authorities of the place of destination, which are charged to the customer and which is his responsibility check before submitting the order.

In case of displaying an incorrect and / or manifestly negligible price, for any reason (bug computer, manual error, technical error), the order will be canceled, even in the case of initial validation, and any amounts already credited will be returned to the customer without penalty and without charges additional.

Acceptance

Using the option "place order", the Customer gives a mandate to WAY TO GO Srl to conclude, in the name own and on behalf of the Customer or, alternatively at the choice of the Supplier, in the name and on behalf of the

Customer, a contract for the transportation of the Products and accordingly accepts these contract conditions shipping.

The Supplier will proceed with the shipment of the Products only after receiving confirmation of payment

the amount due. With the start of execution, the shipping contract is concluded.

The Supplier reserves the right not to accept orders from anyone coming that are anomalous in relation to the quantity or type of Products to be shipped or for other reasons at the sole discretion of the Supplier himself.

The Customer undertakes to enter only real data on the site, assuming all responsibility.

Art. 4) Methods of payment.

Payment to the Supplier will be made by the Customer in a single overall transaction which includes the costs of the Company for the management of the Platform and the costs of the Supplier. That payment

must take place exclusively in the manner indicated on the platform, following the instructions present in the payment format. The billing of the various services provided will be made by Company and the Supplier, each as far as it is within its competence.

The Customer declares himself aware of the fact that his payment data are managed directly by intermediaries. The information is encrypted through the use of encryption systems aimed at prevent their use by third parties and are sent directly to the institution.

The Customer is obliged to provide personal data and indication of the ownership of the corresponding card

to their own, and not to that of third parties, real or fictitious.

The Supplier cannot be held responsible in any way if they are used by the Customer data relating to cards headed to third parties who have not expressly authorized the transaction, or if problems or irregularities were found in the electronic purchase process of the service carried out by credit card.

The Customer is solely responsible for the correct insertion of his / her data in the format and therefore the Supplier

can not be held in any way responsible, directly or indirectly, for the issue of errata tax, customs or other documents, which have been drawn up on the basis of incorrect data provided by the Customer himself.

The Supplier declines all responsibility for any delays in accreditation, which depend on the institution

bank or the type of credit card used for payment. In any case, the value date the amount credited will be the same as the charge.

Art. 5) Delivery times and methods.

The place of execution of the shipping contract is in any case the registered office of WAY TO GO Srl, located in

Montebelluna (TV) in via Dalmazia n. 17.

The transport of the Products may take place, at the discretion of the Supplier, by land, by sea or by road

air, depending on the destination and the type of product.

The delivery term (meaning by this the one in which the carrier will deliver the Products to the home

chosen) is understood by the parties as non-essential and may vary according to the destination, the type of product, the period or other factors independent of the Supplier. In case of impediments to delivery due to causes of force majeure known to the Supplier, the Supplier will contact the Customer by e-mail to inform him of the delay in delivery times, but cannot be considered in any way responsible for any delays attributable to the carrier, to third parties and / or to causes of force

greater.

As regards the terms, conditions and any complaints relating to transport, please refer to conditions applied by the individual partner carriers of the supplier, which can be consulted via the link indicated in the point

2.2) of art. 2) of these general conditions.

Upon delivery of the Products by the carrier to the destination, the Customer is required to check:

a) that the number and type of Products delivered corresponds to what is indicated in the email summary of the order and on the carrier's delivery note;

b) that the Products and the packaging are intact and not damaged.

Any anomaly or discrepancy found, if caused by transport, must be objected to the carrier at the time

of delivery and immediately reported to the Supplier. In the absence of the aforementioned dispute immediately, the Customer will not be able to raise further disputes regarding the quantities or non-hidden defects of the Products

delivered, dependent on transport.

Art. 6) Guarantee.

The Supplier is only required to guarantee that he has carried out all the checks required by the contract

shipping for the best choice of the carrier. In particular, the Supplier only guarantees that the carrier chosen and in charge of transport is abstractly suitable for carrying out the type of shipment requested by the Customer, is recognized as professional and has suitable guarantees of solvency economic.

The Supplier guarantees the correct completion of the ancillary shipping operations, with the exception

of the packaging operations, if they have been carried out at the expense and care of the Customer or by

third.

Art. 7) Limitation of liability.

The Supplier cannot in any way be held responsible for damage, loss or the failure of the Products transported.

In the event of damage, loss or damage to the Products transported, the Customer must refer

exclusively to the general contract conditions applied by the carrier, which can be consulted at the link indicated at point 2.2) of art. 2) of these general conditions.

The Supplier assumes no responsibility in the following cases:

- disservices or delays attributable to the carrier or to causes of force majeure;
- disservices or malfunctions connected to the use of the Internet outside of its own control or of its subcontractors;
- damages, losses and costs incurred by the Customer as a result of the non-execution of the contract for causes to him not attributable, since the customer is only entitled to a full refund of the price paid and of the any additional charges incurred.
- error in loading the data in the format, such as to make it impossible to correctly execute the contract.

Art. 8) Right of withdrawal.

Pursuant to art. 59 letter a) and o) of the Consumer Code, the right of withdrawal is excluded within the terms of which

art. 54 of the aforementioned Consumer Code for the shipping service provided by the Supplier.

In view of this, the Customer acknowledges and accepts that, with the sending of the order and the simultaneous payment of the service relating to the commercial offer formulated by the Company and the Supplier, the Supplier gives

execution of the shipping contract for which the Customer can no longer withdraw from the contract stipulated with the supplier.

Art. 9) Privacy.

The Supplier protects the customer's privacy and his personal information, and guarantees that the treatment

of the data provided is performed in accordance with the provisions of the privacy legislation referred to in Legislative Decree 30

June 2003, n. 196 and the General Data Protection Regulation n. 2016/679 (GDPR).

The complete privacy information is available at the following link:

<http://www.statiunitisubito.com/privacy/>

The customer can always issue, modify or revoke the authorization to process data on a basis voluntary, by sending an email to the following address: [iltuovino@statiunitisubito.com](mailto:iltuovino@statiunitisubito.com)

Art. 10) Compliance with national, European and international regulations.

Under its sole responsibility, the Customer declares that the Products that will be shipped via the Supplier comply with the national, community and international laws and regulations in force at time of shipment and this also in relation to brands, patents and material specifications. TO this end, the Supplier cannot in any way be held responsible for the shipment of Products that do not meet the requirements established by law, or that can be considered counterfeit and / or dangerous

in the country where they will be delivered.

The Supplier at any time has the full right to refuse to proceed with the shipment of Products that are dangerous, or that they can be directly and / or indirectly acts to offend or can be used to build weapons or explosives. In any case, the Supplier cannot be in any way held responsible for the shipment of non-compliant Products.

The Products that will be shipped by the Customer may be subject to EU control regulations on export and local regulations that limit export and re-export. The customer declares expressly to be responsible for the shipping and distribution of the Products in accordance with EU export control regulations and in relation to all necessary licenses or authorizations export which may be requested in the event that the Products are sold to parts or exported to

Countries for which a license or authorization is required.

Art. 11) Method of Archiving the Contract.

The Supplier informs the Customer, who accepts, that the complete data of each order sent is stored in digital form on the server in its availability, according to criteria of confidentiality and security provided by the current legislation on the matter. Such data, where the customer has given his consent, can be used by Supplier also for purposes unrelated to the execution of the shipping contract.

Art. 12) Communications and Complaints.

Written communications of a legal nature directed to the Supplier will be considered valid only where sent by registered A / R addressed to its address indicated in art. 1). For communications sent by the Supplier, the residence, domicile, telephone number or the e-mail address indicated by the Customer when completing the sending format order.

Art. 13) Competent court.

This contract is regulated by the Italian law.

In the event of a dispute, the customer will primarily contact the Supplier's customer service for the purpose of find a friendly resolution and, in the second instance, resorting to the use of the ODR Platform (Online Dispute Regulation ) for out-of-court dispute resolution governed by Regulation (EU) no. 524/2013.

In the event that it is impossible to reach a good-natured solution between the parties, all disputes regarding the validity, interpretation, execution, effectiveness of this Agreement will be donated to the jurisdiction of the Court of the place of residence or domicile of the Customer Consumer, while the parties expressly agree that the exclusive court competent for the disputes arising between the Supplier and the Customer who exposed the own VAT number, and that of Treviso.