

Seller

Antonio Mattei Biscottificio s.r.l.

Registered office	Via Ricasoli, 20-22 – 59100 – Prato (Italy)
Head office	Via Ricasoli, 20-22 – 59100 – Prato (Italy)
VAT registration number	01628010975
Tax code	01628010975
Commercial registration number	PO-447936
Share capital	€ 100.000,00
Telephone	+39 0574 25756
Fax	+39 0574 36650
Website	<u>http://www.antoniomattei.it</u>
Email	<u>info@antoniomattei.it</u>

1. Subject and parts of contract

These terms and conditions of sale ("Terms") apply to the sale of products offered on the Antonio Mattei website ("Site"). The parties to this contract are Antonio Mattei Biscottificio Ltd, as indicated above ("Antonio Mattei"), and the consumer whose information has been submitted on the order form ("Customer"). With this contract, Antonio Mattei shall provide the client with the goods and services chosen on the order form. Said goods and services are also to be considered an integral part of this contract.

2. Validity of the contract

2.1

The Terms are available on the Site so that they may be easily read by the Customer before registering an account or making any purchases. A hard copy of the Terms may be printed directly from the page where they are set out. The Terms are accepted at the moment the order is submitted.

2.2

The Terms applicable to the sale of products are those published on the Site at the time of order. The Customer, therefore, must perform the above steps when making further purchases.

2.3

Tolerance or failure to challenge any Customer breaches of the Terms cannot be interpreted as tacit acceptance by Antonio Mattei of such breaches, nor as the will to waive, even implicitly, the agreement between parties.

3. Purchasing procedure

3.1

The Customer who intends to purchase Products must make this intention clear by following the procedures described above, completing the order form and making subsequent payment on the Site.

3.2

The Contract is governed by the Customer's order, by the order receipt issued by Antonio Mattei and by the Terms. When a decision to purchase has been made, the Customer adds the product to the shopping cart (a space for storing selected products, including specific characteristics, quantity and costs). Once all desired products have been added, the Customer completes the order. The order will only be processed after the Customer has confirmed the purchase.

The Customer must be "logged in" to make purchases.

If the Customer has not registered on the Site she or he will have to create an account. The Customer is obliged to keep data confidential and not to disclose or share it with third parties. A procedure is available for restoring lost passwords.

Once an account has been created, the Customer can login using the name and password chosen during user registration.

It is the Customer's responsibility to verify the accuracy of the order (products and quantity) before submitting it. Shipping costs will be added to the total amount. Antonio Mattei is not responsible for errors made on the order form or relating to the online order process in general.

If problems are encountered during purchase, order form submission or confirmation, please write Antonio Mattei (info@antoniomattei.it), including the customer name (or company name) and a telephone number. An Antonio Mattei representative will respond promptly.

Following the order, the Customer will receive a copy of the purchase order (emailed to the address provided during user registration). Antonio Mattei will then process the order, in keeping with points 4,5,6,7,8 and 9.

Having sent a copy of the purchase order, Antonio Mattei will verify order processing and confirm product shipping to the address indicated. Said email is automatically sent to the address provided during user registration. The Customer is obliged to verify the accuracy of the email and immediately report any errors to Antonio Mattei. The order is considered accepted at the moment the second email (confirming order and shipping details) has been sent, thus fulfilling the contract. If any problems are experienced, an Antonio Mattei representative will promptly contact the Customer.

By submitting the order, the Customer is offering to buy the product(s) at the price indicated. Prices are checked regularly, however, in the event that changes in prices or

errors concerning them are detected, Antonio Mattei will contact the Customer requesting confirmation of purchase at the correct price.

Antonio Mattei is not obligated to fulfill duties relating to the delivery of goods until the second confirmation email has been sent. If the Customer believes that a mistake has been made, she or he is asked to immediately contact Antonio Mattei at info@antoniomattei.it, including name (or company name) and telephone number in the body of the email. An Antonio Mattei representative will respond promptly. Any corrections or changes must be communicated before the second confirmation email has been sent. Antonio Mattei is unable to change orders after that time, though the Customer is guaranteed the right to withdrawal (as indicated below).

4. Shipping and payments

The Customer agrees to the full price shown in the order. Shipping costs are calculated automatically and included on the order confirmation page. These may vary according to the mode of payment chosen by the Customer and/or by the carrier chosen for product shipping.

5. Payment method

The following payment methods are accepted: PayPal, credit card and bank transfers. Cash on delivery is accepted in Italy only and only for orders up to €150 (€5 added charge).

6. Availability of goods

The Customer may buy only and exclusively goods present in the online catalogue and in quantities available in stock. If the order exceeds the amount present in stock, the order will be accepted for the quantity available and an Antonio Mattei representative will contact the Customer via email or by telephone.

7. Shipping

For online payments (credit card and PayPal) shipment takes place within 72 hours of Antonio Mattei's second confirmation email to the customer. For all other payment methods (bank transfer) the shipping process will begin after receipt of payment.

Products will be delivered to the address provided during user registration within 7 (seven) business days of shipment (by the courier or shipping agent chosen by Antonio Mattei). The customer, however, expressly agrees to receive goods even if the products arrive within 15 working days of order confirmation. These delivery times apply to orders to addresses within Italy and to products in stock at the time of purchase; for deliveries abroad, these delivery times are not guaranteed and are subject to change according to the final shipping destination. Antonio Mattei is not responsible for delays in delivery due to incorrect or incomplete addresses, nor in case of accidents or unforeseeable circumstances.

8. Rights and obligations of the Customer

By agreeing to the present contract, the Customer hereby acknowledges that she or he has read and agreed to the Terms in their entirety.

The truthfulness and accuracy of the information provided to Antonio Mattei during user registration is solely the Customer's responsibility. The Customer undertakes to update user information when necessary.

The Customer acknowledges that she or he has not provided untruthful or false information during registration and, therefore, that all information provided is factual. Antonio Mattei reserves the right to pursue any violations or abuses using appropriate legal means. The responsibilities assumed by the Customer, as outlined in the present article, as well as for the completion of payment (in accordance with article 5) are non-negotiable. In the case that any of the above obligations are not fulfilled, Antonio Mattei reserves the right to terminate the contract, save for the right to compensation in case of damages.

Upon completing user registration and before making any purchase, the Customer acknowledges the following:

- A.** That she or he has read, understood and accepted the Terms;
- B.** To be of legal age and possess the legal capacity to act.

The Customer undertakes, once the purchase process has been completed, to keep the email sent by Antonio Mattei (the summary and confirmation of the purchase order) as well as a copy of the order receipt.

The Customer agrees to make payment of the amount due using one of the payment options indicated on the Site at the time of purchase.

In the case of payments made by credit card or PayPal, the holders of the card or PayPal account may be subject to authentication and an authorization request. If the issuing bank for your credit card or PayPal account refuse, or for any other reason do not authorize or validate the payment in such circumstances, Antonio Mattei will not be liable for delays or non-delivery of the products ordered.

PRODUCT DELIVERY

Upon delivery of the products, the Customer must verify the following in the presence of the courier:

- A.** That the amount and type of products ordered is as specified in the transport document;
- B.** That the packaging used for transportation is intact, not damaged, wet or otherwise altered, even if it is only the materials used for sealing the package. Any anomalies must be reported immediately on the delivery note, by the carrier, at the time of reception. If any defect or damage is discovered the Customer shall inform Antonio Mattei within 24 hours. If it is clear that a product was damaged before delivery (i.e. not by the Customer), Antonio Mattei will, according to Customer preference, either refund the product (including any delivery charges and costs for returning the product, provided that the product has not

been used and/or damaged) or replace the goods. In both cases, the Customer must contact Antonio Mattei, who will refund or replace the goods without additional costs to the Customer.

CUSTOMER CARE

For additional assistance or questions/complaints concerning products, the Customer must contact Antonio Mattei.

ORDER CANCELLATIONS

Order cancellation will be accepted by Antonio Mattei only if in accordance with the previous points. By submitting an order, the Customer agrees to a binding commitment and cannot cancel an order without the authorization of Antonio Mattei. Exceptions are possible for those cases where the Customer would like to increase the size of the initial order or make a change in terms of size or quantity of products. In such cases, the Customer must contact Antonio Mattei directly.

9. Rights and responsibilities of the Seller

PRODUCT DELIVERY

Antonio Mattei will provide for the initial transfer of products to the selected courier, who will proceed with delivery to the address provided by the Customer during user registration. Antonio Mattei is not responsible for delivery problems due to the inaccuracy or incompleteness of the shipping address provided by the Customer during user registration. Similarly, Antonio Mattei is not liable for any damages or delays occurring after initial transfer to the courier. Delivery cannot be made to post-office boxes as shipping is handled by private courier. Antonio Mattei is also not responsible for non-delivery or delay, in light of the present Terms, for those cases where circumstances are beyond its control, including: natural disasters, official decrees, war, fire, flood, explosions or uprisings, disruption to computer or telecommunications services, third party issues (including issues relating to the information provided) and strikes.

UNAVAILABILITY OF PRODUCTS

In the case that the order is not filled due to product unavailability (temporary or otherwise), Antonio Mattei will inform the Customer by email or by telephone of the order cancellation and will provide repayment, without additional charges, for the products in question.

10. Price listings

All prices listed on the site (except where otherwise noted) include VAT.

11. Fiscal records

The Customer may choose to receive an invoice. In this case, the Customer must register as a company, requesting an invoice and entering all necessary tax information during account registration. The customer may then manage invoice options by changing account settings (pre-registered tax information will still be maintained). Invoices will not be granted after order confirmation has occurred.

12. Right of withdrawal

The right of withdrawal is regulated by art. 64 et seq. (exercising the right of withdrawal) of Legislative Decree. N. 206 of 09.06.2005, subject to subsequent amendments. The right of withdrawal (art. 64 Legislative Decree no. 206/05) refers to the Customer's right to withdraw for any reason and without penalty, from a purchase contract concluded at a distance (except as specified in section 4 of the present Terms). The right of withdrawal allows for a refund of the amount paid by the Customer for purchased goods and applies to purchases made by private consumers ("... natural persons acting for purposes not related to their professional activity ..."), except for purchases made by retailers and/or corporate customers in general.

The right of withdrawal, as set out by Law, is bound to the following conditions:

1. The consumer has the right to withdraw from the contract without penalty and without justification within 14 working days of delivery, certified by a delivery note signed by the courier.
2. The right of withdrawal is exercised by sending, within the deadline referred to in paragraph 1, a registered letter to: Antonio Mattei Biscuit srl, Via Ricasoli, 20-22 59100 - Prato (Italy).

The letter shall include, in a way that is clearly legible, the following information:

- A. Customer name and surname;
- B. Address;
- C. Purchase order number;
- D. A declaration of the desire to withdraw from the contract;
- E. Description and cost of goods.

Notice may also be sent by certified email, provided it is within the time allotted, to antoniomatteibiscottificio@legalmail.it.

3. Goods must be returned in their original packaging with all parts intact and in perfect condition. The right of withdrawal does not apply to sealed consumable products that have been opened by the consumer.
4. According to law, shipping costs for returned goods are borne by the Customer, who also bears full responsibility for them until the moment they are received by Antonio Mattei. Antonio Mattei will not answer, in any way, for any damage, theft or loss of uninsured returned items. The shipment must arrive at the headquarters of Antonio Mattei within 10 (ten) days of notification by the Customer of her or his desire to withdraw, otherwise the shipment will be

refused. The Customer will be notified by email of receipt. On arrival, the goods will be examined so as to assess any damage or tampering (e.g. if they have been used, even partially). Should any evidence appear that the goods are in any way damaged or incomplete, the right to withdrawal is considered null and Antonio Mattei will return the purchased goods to the Customer, charging her or him for the new shipping costs. If the goods have been damaged during transport, Antonio Mattei will promptly inform the Customer within 2 (two) working days of receipt so as to enable her or him to file a timely complaint against the courier chosen and receive reimbursement (if insured). In this case the product will be made available to the Customer and the withdrawal request will be canceled, as Antonio Mattei will be unable to sell or otherwise use the product.

5. If the right of withdrawal is exercised in accordance with the provisions of art. 64 et seq. of Legislative Decree. n. 206 of 09.06.2005 as referenced in previous points, Antonio Mattei will refund the amount paid by the Customer for the returned goods. This reimbursement will take place as quickly as possible and, in any event, no later than 30 days from the date of receipt of the returned goods.
6. Reimbursement will be made by the same payment method utilized by the Customer at the moment of purchase:
 - A. Reaccredited to the PayPal account used;
 - B. Reaccredited to the credit card used;
 - C. Reaccredited to the bank account used.

So as to expedite payment, the Customer is invited to include account information when notifying of the desire to withdraw from the contract.

13. Use of the Site

PRODUCT DESCRIPTIONS AND IMAGES

Descriptions and images on the Site correspond to Antonio Mattei products. The photographs and/or video presentations used to supplement descriptions should be considered guidelines. Image quality (e.g. the exact color display) may depend on the programs and the IT tools used by the Customer at the time of navigation.

SITE ERRORS

Antonio Mattei does not assume responsibility for any problems caused to the Customer by the use of the Site or its technology. By way of example (not intended to be an exhaustive list):

- A. Errors, delays or inability to access the site while making a purchase;
- B. Errors, delays or inability to receive communications concerning product purchases.

Antonio Mattei is, however, committed to solving problems that may occur and will offer all necessary assistance to the Customer wherever and whenever possible.

14. Termination clause

The contract will be automatically terminated pursuant to and by effect of art. 1456 of the Civil Code in the event of failure by the Customer to maintain even one of the obligations assumed by the latter pursuant to paragraph 8, 'Rights and obligations of the customer.' The termination of the contract will occur if and when Antonio Mattei declares that it intends to make use of this Termination clause.

15. Intellectual and industrial property rights

The Site, as well as all trademarks and brands (including those of other companies and/or related businesses) used by Antonio Mattei in connection with the sale of its products are protected by intellectual and industrial property rights. As such, the reproduction, communication, distribution, publication, alteration or transformation, in any form and for whatever purpose of the Site, its contents, trademarks and logos (e.g. works, images, photographs, drawings, dialogues, presentations, music, sounds, videos, graphics, colors, Site functionality and design) is prohibited. Antonio Mattei is not liable for trademarks and/or any other distinctive markings that appear on products on the Site (and for which the Customer does not obtain any right following the conclusion of the contract).

16. Protection of personal data

Antonio Mattei guarantees Customers that the personal data transmitted in connection with the sale of the products will be treated lawfully and correctly, in full compliance with the provisions of the Legislative Decree June 30, 2003, n. 196 and following amendments. For further information concerning the processing of personal data, see the paragraph "Information on the processing of personal data" of the Antonio Mattei **Privacy Policy**, pursuant to art. 13 of Legislative Decree no. 196/2003, established with the Customer at the time of user registration. For further information or clarification, please contact Antonio Mattei at the addresses mentioned below.

17. ODR - Online Dispute Resolution

ODR (Online Dispute Resolution) is a process that allow consumers residing in the European Union to present claims relating to contracts for the online purchase of goods and services with companies based in the EU.

The consumer residing in Europe should be aware of the fact that the European Commission has set up an online platform that provides an alternative dispute resolution tool.

This tool can be used by the European consumer to resolve by non-judicial means any dispute relating to and/or arising from contracts for the online sale of goods and services. Therefore, if you are a European consumer, you can use this platform for the resolution of any dispute rising from an online contract with a seller.

The platform is available at the following link <http://ec.europa.eu/consumers/odr/>.

18. Contact information

For all questions, comments etc., contact Antonio Mattei at:

Registered letter

Antonio Mattei Biscottificio s.r.l.

Via Ricasoli, 20-22 - 59100 Prato (Italy)

Telephone

+39 0574 25756

Fax

+39 0574 36650

Email

info@antoniomattei.it

Certified email

antoniomatteibiscottificio@legalmail.it