

REVERSO

STUDIO

TERMS AND CONDITION

I- Company

Reverso Studio/Pietro Manara Architetto

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II- Right to Cancellation

When ordering as a consumer, you are entitled to a right of withdrawal in accordance with one of the following directives. A consumer is any natural person who enters into a legal transaction for purposes that cannot be attributed primarily to his/her commercial or independent professional activity.

Right of Cancellation

You have the right to withdraw from this contract within seven days, without being required to cite any reasons. The cancellation period is seven days from the day on which you or a third party named by you, who is not the courier, took final possession of the goods.

In order to exercise your right to cancellation, you must inform us clearly, via a written statement (e.g. a letter sent or e-mail) (info@reverso.studio), citing your decision to withdraw from this contract. To ensure that you remain within the timely cancellation period, it is sufficient for you to send notification of your right of withdrawal before the expiry of the withdrawal deadline.

Consequences of Cancellation

If you withdraw from this contract, all payments which we have received from you, including delivery charges (except for the additional costs arising from your choice of a different delivery method other than our standard delivery) must be repaid to you promptly, at the latest within fourteen days from the date on which the notification of your cancellation of this contract was received by us. For this repayment, we will use the same payment method you used in the original transaction, unless expressly agreed otherwise; in no way will you be charged for these repayment fees. We may refuse reimbursement until we have received the goods back from you, or until you have provided proof that you have returned the goods, whichever occurs earlier.

You must return or hand over the goods to us without delay, and in any case, no later than fourteen days from the day on which you informed us of the cancellation of this contract. The deadline is still met if you send the goods before the expiry of the seven-day period. You shall bear the direct costs of returning the goods; in the case of goods which, due to their nature, cannot be returned via normal post, the costs shall be estimated at a maximum of approximately € 500. You must only pay for any loss in value of the goods if this loss in value is due to any inappropriate handling of the goods on your part, while verifying their nature, characteristics, and/or proper functioning of the goods.

Special Instructions

Unless otherwise specified, the right of withdrawal/cancellation does not exist in the case of contracts for custom-made goods manufactured according to customer specifications, or goods which are clearly tailored to a customer's personal requirements, or which are not suitable for return due to their nature.

GENERAL TERMS AND CONDITIONS

I-General Provisions

- 1 Reverso Studio offers goods for purchase to customers (consumers and entrepreneurs/companies), via the Internet.
- 2 The following provisions apply to contracts between Reverso Studio and customers unless otherwise agreed. The version which was current at the time of the contractual conclusion shall be decisive. Any conflicting purchasing conditions of commercial customers require the express recognition of Reverso Studio for these to be applicable.
- 3 A consumer is any natural person who enters into a legal transaction for purposes that cannot be attributed primarily to his/her commercial or independent professional activity. An entrepreneur or company is a natural or legal person or partnership, possessing a legal capacity when concluding a legal transaction, and thereby exercises its legal capacity in its commercial or independent professional activities.

II- Prices, Payment and Shipping Costs

- 1 The prices quoted for the various offers are, without exception, final prices – i.e. they include all pricing components including any applicable taxes.
- 2 Unless otherwise agreed in individual cases, the prices shall exclude packaging, freight, postage and if the customer is an entrepreneur/company – insurance. For this reason, additional shipping and courier costs are incurred when the items are delivered; for subscriptions, shipping costs are incurred for each delivery.
- 3 The customer gives an assurance that he/she has provided the complete and correct and delivery address. Should there be any additional shipping costs, due to incorrect address details – such as additional shipping costs, incurred on top – the customer is obliged to repay these if he/she failed to cite the correct address.

III- Retention of Ownership Title

- 1 Until full payment has been made, the goods remain our property.
- 2 If the customer is an entrepreneur or company, he/she may process and sell the goods delivered under retention of title, within the framework of his/her professional operations, or consume them to provide a delivery and service. In the event of sale or consumption in order to provide a delivery and/or service with the goods delivered under retention of title, the contracting parties agree that the customer transfers his/her claims to the company Reverso Studio in advance, i.e. claims which arise from the resale or the provision of the delivery and service to the final customer/s, who or which accepts such a transfer/assignment.

IV- Terms of Delivery and Shipping

- 1 Unless otherwise agreed in individual cases, the delivery of the articles shall take place, in principle, against advance payment, by means of dispatch route/transport courier.
- 2 Upon the purchase of goods, the risk of accidental loss and/or accidental deterioration of the sold goods passes to the appropriate courier, upon handing goods over to them themselves, or to a person entitled to receive such goods. For consumers, the risk of accidental loss and/or accidental deterioration of the sold goods passes to them, when the goods are handed over to the consumer. If the customer is in default of acceptance, the risk shall be carried over to the customer and be deemed as the same risk as if handover had taken place.
- 3 In the event of non-compliance with delivery deadlines due to temporary obstacles which prevent the performance of the required service/s, due to force majeure (e.g. war, domestic

unrest, natural disasters) or similar events (e.g. strike, lock-out, lock-down), the deadlines shall be extended by a period corresponding to the obstacle/s to the performance of service/s.

V- Transport Damage

- 1 The following paragraphs 2 to 4 shall apply only if the customer is a merchant, and the conclusion of the sales contract on behalf of customers is a part of his/her business and commercial operations.
- 2 Deliveries must be checked in the presence of the supplier. In case of outwardly recognizable transport damage, the customer is obliged to record them on the shipping documents and to have them acknowledged by the deliverer; the packaging must be kept.
- 3 If the (partial) loss or damage was not outwardly apparent at the time of acceptance, the customer is asked to notify Reverso Studio immediately, but at the latest within 14 days after notice of the loss and/or damage.
- 4 The customer will support Reverso Studio to the best possible extent, insofar as Reverso Studio asserts claims against the relevant transport company, or validates them via a cargo insurance policy.

VI- Warranty

- 1 The customer is entitled to the statutory warranty rights pertaining to Reverso Studio , for any initial material defects. The customer initially has a right to fulfillment of a supplementary or rectification of performance requirements, but the customer reserves the right to reduce his/her order or withdraw from the contract at his/her discretion; any subsequent claims for damages remain unaffected by the above provision.
- 2 Within the context of subsequent or rectification performance, consumers have the choice whether the supplementary performance should take place via repair (repair of the purchased item), or via a replacement delivery of the said item. For businesses, Reverso Studio, at its own discretion, decides whether the warranty for defects in the purchased item is rectified via repair or a replacement delivery. If the customer claims any supplementary performance of services/goods, he/she is obliged, at the request of Reverso Studio, to make the purchased item/s available for verification, to undergo a corresponding examination.
- 3 In the case of a merchant or business customers, obvious defects must be reported within a period of 10 days from receipt of the goods in writing; failing this, the assertion of the warranty claim is forfeited. The timely dispatch of the notification of defect is sufficient to meet the deadline.

VII- Liability

- 1 Reverso Studio shall be liable for damages resulting from injury to life, limb or health resulting from any intentional or negligent breach of duty by Reverso Studio, its legal representatives, or its vicarious agents. In addition, Reverso Studio is liable for guarantees, as well as for damages that are covered by liability in accordance with mandatory statutory regulations, such as the Product Liability Act. Apart from this, Reverso Studio shall be liable for any other damages caused by intentional or grossly negligent breach of duty, as well as malicious intent by Reverso Studio, its legal representatives, or vicarious agents.
- 2 Reverso Studio shall be liable for damages caused by ordinary negligence, and not covered by paragraph 1, sentences 1 and 2, insofar as such negligence concerns the violation of contractual obligations, the observance of which enables the execution of the contract and the fulfillment of which the buyer may, therefore, rely upon (cardinal duties); however, liability towards companies is limited to foreseeable, contractually typical, indirect standard damages, in particular, so that direct damages (e.g. lost profits) as well as consequential damages, are

excluded. The amount of damages for entrepreneurs is limited to a maximum value of three times the value of the delivery.

Any further liability is excluded irrespective of the legal nature of the claim.

VIII- Final Provisions

- 1 The law of the Republic of Italy shall apply. In the case of consumers who do not conclude the contract for professional or commercial purposes, this jurisdiction of the law shall only apply insofar as the protection granted by mandatory consumer protection provisions of the State in which the consumer has his/her habitual residence, is withdrawn. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Convention on Contracts for the International Sale of Goods) do not apply.
- 2 If the customer is a merchant, legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be the registered office of Reverso Studio. The same applies if the customer does not have a general place of jurisdiction in Italy, or if the place of residence or habitual residence is not known at the time of the action. The right to appeal to another court of jurisdiction remains unaffected thereby.