

GENERAL TERMS AND CONDITIONS OF BUSINESS

The current General Terms and Conditions of Business of Giuseppe Vanini SA form an integral part of the agreement reached between the company and the customers. Vanini 1871 is a registered trademark of Giuseppe Vanini SA. The parties agree as set out below:

1. Contracting parties

The contracting parties are the orderer (hereinafter the customer) and Giuseppe Vanini SA. with registered address in Lugano. The latter is represented by its chief executive, Mr Sergio Pezzatti, Via Nassa 26A, CH-6900 Lugano, phone: +41 (0)91 923 82 83.

2. Dispatch of goods

An agreement governing the ordering of goods comes into effect upon placement of an order by the customer with Giuseppe Vanini SA. Shipment of the ordered goods is dependent on the time of receipt of the order, on the desired destination of the shipment and the choice of dispatch method. As a rule goods will be dispatched within 2 to 4 days of receipt of order. The delivery period may be longer before public holidays and special dates such as Christmas and Easter.

Customers can choose between the following dispatch options:

- Within Switzerland:
 - *Normal dispatch by postal office,*
 - *Express delivery.*
- The rest of Europe:
 - *Post (Priority), -*
 - *Courier service (TNT),*
- Overseas:
 - *Post (Priority),*
 - *Courier service (TNT),*

No guarantees can be given as to delivery dates. The following non-binding guidelines apply to orders within Switzerland:

- Customers requiring delivery by A Mail:
Orders received before 14.00 p.m. Mondays to Thursdays local time will be shipped after three working days. Orders received before 14.00 p.m. Fridays to Sundays local time will be shipped on the following Tuesday/Wednesday.
- Customers requiring delivery by A Mail:
Orders received before 08.30 a.m. Mondays to Fridays local time will be shipped on the next day before 09.00 a.m. Orders received after 08.30 a.m. local time will be shipped two days later. Orders received on Saturdays, Sundays and public holidays will be delivered on the following Tuesday.

To determine delivery dates for deliveries abroad, customers are recommended to make prior contact with customer services in accordance with point 13 below.

3. Dispatch costs

Dispatch costs depend on the dispatch method chosen by the customer as set out in point 2 above. The customer is liable for all dispatch costs.

4. Giuseppe Vanini SA's right to offer substitutes

Customers are aware that Giuseppe Vanini SA only supplies top quality products. As a result the product range may need to be changed to reflect seasonal supply shortages or may not always be fully available. In this case, Giuseppe Vanini SA reserves the right to substitute the goods ordered by other products from its range of the same quality.

5. Warranty

Customers must check goods immediately after delivery. Complaints concerning the delivery of non-conforming goods must be made in writing immediately after delivery and sent with details of the defects to customerservice@vanini1871.ch

If non-conforming goods have been delivered, Giuseppe Vanini SA is entitled to fulfil the agreement either by eliminating the defects or by making another delivery of goods conforming to the agreement until the customer is in receipt of goods conforming to specification. In such circumstances, the same delivery periods will apply as in point 2 above. The customer concerned waives the right to cancel the agreement or to demand price reductions.

6. Liability disclaimer

Giuseppe Vanini SA will employ its best endeavours to provide a satisfactory solution for customers making justifiable complaints. Nonetheless, the company accepts no liability whatsoever for any direct or indirect losses incurred as a result of the delivery of ordered goods. In particular, no liability is accepted in respect of the following cases, which are by way of example only and are not exhaustive:

- injury to health and consequential losses of whatsoever nature resulting from the consumption of goods whether they conform to the agreement or not such as, for example, allergic or other physical reactions of whatsoever nature, weight gains etc;
- losses and consequential losses resulting from the delivery of goods not conforming to the agreement caused by delivery delays themselves caused by unforeseeable events such as natural catastrophes, wars, strikes, export/import bans, embargos, delays at the customs, accidents to the postal or courier service engaged for the delivery etc;
- losses and consequential losses as a result of the delayed delivery or delivery otherwise of goods that are not contractually conforming;
- losses and consequential losses occurring as a result of the customer storing the ordered goods improperly;
- losses or consequential losses as a result of the delayed delivery or delivery otherwise of goods that are not contractually conforming occurring because of errors in the delivery address or because the customer was absent at the time of delivery or refused to accept delivery.

Giuseppe Vanini SA. also gives no warranty whatsoever concerning the accuracy or completeness of its homepage meaning that it accepts no liability whatsoever for direct or indirect losses arising through incompleteness or inaccuracy of information shown on Giuseppe Vanini SA's homepage concerning the products that it sells.

7. Prices and costs

The prices quoted by Giuseppe Vanini SA are in Swiss Francs and include value added tax for orders within Switzerland. Where goods are dispatched to warm regions or during periods of high temperatures, the products are packed in special insulating packaging that can increase the weight per dispatch by up to 300 g. A standard charge of CHF 20.00 per dispatch is payable in addition. Insurance costs and customs dues are charged pro rata and at the current rates and are billed to the customer. Giuseppe Vanini SA is entitled to change the prices quoted on the homepage to reflect current conditions, such as the seasonal availability of raw materials etc. For this reason, the company expressly reserves the right to make such price changes as are necessary.

8. Payment

To make it as convenient as possible to buy in the Vanini 1871 online shop, Giuseppe Vanini SA accepts payment by the following methods:

- **Credit card** (The following credit cards are accepted):
 - Mastercard - Visa - American Express
- **Paypal:**

Through eBay, payment of purchases is easy and convenient by using the Paypal portal. The customer just enters his access details.
- **Invoice:**

Provided their order value exceeds CHF 120.00, customers with an invoice address in Switzerland can opt for payment upon presentation of invoice by writing to info@vanini1871.ch. The same applies to companies making an order and wanting to pay on invoice.

In all cases, the purchase price is due for payment when the order is placed. Value added tax is deducted from the price of shipments abroad provided the domicile of the invoice addressee is also outside Switzerland.

8.1 Payment for retailers

The completion of the first order of a retailer is only done by terms of pre-payment. The payment of the following orders of the retailer concerned have to be settled within 8 days, starting from receipt of either the goods and the invoice. If a retailer does not pay an invoice in time, Giuseppe Vanini SA reserves itself to only carry further orders for the retailer concerned against pre-payment.

The retailer may pay the referred goods also via credit card. In this case, the total price of the order increases by 2.5%.

The sole and exclusive court of jurisdiction for all disputes that may arise is that of Lugano, Switzerland.

9. Gift service

Where orders are intended as gifts, purchases are gift-wrapped before dispatch. If an order consists of several gifts, purchases will be dispatched in single or multiple packaging units. In these circumstances, the costs of dispatch and delivery depend on the number of packaging units actually dispatched, the mode of transport and the destination. Accordingly, any dispatch and delivery costs quoted during ordering and order confirmation must be understood as non-binding guideline prices only. Giuseppe Vanini SA is entitled to wait until the final account is drawn up before specifying the actual dispatch and delivery costs. Customers ordering goods as gifts are recommended to make prior contact with Giuseppe Vanini SA customer services.

10. Minimum order value

The minimum order value for orders within Switzerland and the EU is CHF 20.00 per shipment. For deliveries outside Switzerland and the EU, the minimum order value is CHF 40.00. All prices are net of carriage, packaging, insurance etc.

11. Insurance

Shipments outside of Switzerland are insured. The charge is 5% of the net value of the goods and is charged to the customer.

12. Data protection

All the customer's details, such as name, delivery address, financial data etc. are used exclusively for the purpose of handling the order and are not disclosed to third parties.

13. Customer services

Contact details for Giuseppe Vanini SA customer services are as follows:

E-Mail: customerservice@vanini1871.ch

phone: +41 91 923 82 83 - fax: +41 (0)91 923 32 69.

14. Homepage – Copyright protection

The content of the homepage is protected by copyright provided no statement to the contrary is made. The content of the homepage must not be disseminated, published, changed, reused, exported to other sites or used for public or commercial purposes or any other purpose whatsoever without the written consent of Giuseppe Vanini SA.

15. Applicable law and place of jurisdiction

A contract agreed between a customer and Giuseppe Vanini SA is subject solely to the provisions of the Swiss Code of Obligations. This applies also to customers domiciled outside Switzerland.