

GENERAL SALES CONDITIONS FOR CONSUMERS

WWW.SKISKETT.IT

PREAMBLE

The present General Sales Conditions rule the sales contracts done by phone, fax, or e-mail, away from business premises or directly at the "Crestani Sport di Crestani Carlo." 's headquarters, of the products presented on the www.skiskett.it site, owned by Crestani Sport di Crestani Carlo, with headquarters in viale della Repubblica n. 31 36066 Sandrigo (VI) Italy, or in other advertising material of the Seller.

The present General Sales Conditions are ruled by the Consumer's Code (Legislative Decree 6 September 2005 n.206), Secion I "Contracts negotiated away from business premises"(art. 45-49), Section II, Distance Contracts (art. 50-67) and by the Civil Code rules on sales contracts, and apply to the sales away from the business premises and at the company's headquarters and to the sales by phone, fax or e-mail and the purchaser must be a consumer as defined in art. 1 lett. b) below.

Crestani Sport di Crestani Carlo is available to give any explanation, even on the phone, concerning the content of the present General Sales Conditions to the Customers as defined below.

IT IS AGREED AS FOLLOWS

1. Definitions

For the purposes of this General Sales Conditions, the following expressions shall bear the respective meaning set forth below.

- a) **Seller.** "Seller", means Crestani Sport di Crestani Carlo
- b) **Consumer.** "Consumer" means a natural person who doesn't act for business, handcrafted, or professional purposes, and who purchases the Product from the final seller
- c) **General Sales Conditions.** "General Sales Conditions" means the sales contract stipulated by the Seller and the Consumer by phone, fax or e-mail, which is ruled by the Distance Sales Contracts.
- d) **Contract.** "Contract" means the present General Sales Conditions.
- e) **Website or Site.** "Website" or "Site" means the www.skiskett.it website, owned by the Seller.
- f) **Order.** "Order" means the document sent by the Customer by fax, or e-mail or made by phone.
- g) **Product or Products.** "Product or Products" means the goods described in the Website or in other advertising material of the Seller that may be purchased by the Consumer.
- h) **Party/Parties.** "Party/Parties" means the Consumer/Customer and/or the Seller.
- i) **Addressee.** "Addressee" means a third party indicated by the Customer to whom the Products shall be sent to.

2. Subject of the Contract

The present General Sales Conditions apply to all the Orders made by the Consumers (as defined above in art. 1 lett. b) related to the purchase of the Products made away from the business premises or at the company's headquarters or by phone, fax, or e-mail.

3. Content

3.1 **Preamble.** The preamble above forms an integral part of the present Contract.

3.2 **Content.** The present Contract replaces any agreement previously made between the Parties on the matter which is subject of the Contract.

4. Survival of Rights and Obligations

This Contract shall be binding and be enforceable by the Party, its successors and assigns.

5. Information and modifications of the Products

5.1 **Description of Products.** For each Product, it is possible to visualize an information sheet with the picture and the features of the Product on the Site. The pictures and the colors of the products offered on sale on the advertising material and on the Site may not correspond to the real ones because of the printing colors or of the Internet browser and/or the monitor used. The Seller is not liable for eventual imprecision due to a particular configuration of the computer or of a malfunction.

5.2. **Modification of the Products.** The Seller may replace the Products described on the advertising material and on the Site at anytime and without notice and may make technical and esthetic improvements which aren't substantial or don't worsen the quality of the Product.

6. Prices

6.1. **Price of the Product.** The prices of the Products inserted on the information sheets are written in Euro and include IVA (IVA=VAT "Value Added Tax"), if not otherwise indicated.

6.2 **Shipping and payment expenses.** The prices of the Products don't include the shipping expenses and those related to the chosen payment condition, which are determined and calculated according to the place of delivery and the payment condition chosen at the time of the Order. The shipping expenses of the Products and the expenses related to the payment condition are entirely on the Customer's account.

6.3. **Modification of the Prices and of the shipping expenses according to the country of delivery.** The price of the Products and the shipping expenses may be modified depending on the Country of delivery of the Products because of different existing customs costs (i.e. duty and taxes) and of the different transport costs.

6.4. **Special Offers.** The Seller has the right to give different special offers depending on the country of delivery of the Products.

7. Order of the Product.

7.1 **Order Procedure.** The purchase orders shall be made away from the business premises or at the company's headquarters or by phone, fax or e-mail, exclusively by Customers who are at least 18 years old.

7.2 **Formation of the Contract.** The Contract shall be considered formed once the Seller knows about the acceptance of the Order Confirmation by the Customer.

7.3 **Order Confirmation.** If the Seller negotiates away from the business premises or at the company's headquarters, he shall give the order confirmation directly to the Client or shall send it to him by e-mail or fax afterwards.

Once the Seller has received the Order by e-mail, phone, fax or if he has negotiated away from the business premises or the company's headquarters, he shall send an e-mail on the e-mail account given by the Customer, which contains the confirmation of the reception of the Order. The Order Confirmation will summarize the Products chosen by the Customer, the related prices (including the delivery costs and the ones related to the chosen payment conditions), the Order number and the General Sales Conditions.

7.4 **Signing of the Order Confirmation and General Sales Conditions and checking of the data.** The Customer undertakes to sign the Order confirmation and the General Sales Conditions, and to check that the data inserted in the Order Confirmation is correct. The Customer shall send the Seller the signed Order Confirmation and the General Sales Conditions by fax within 24 hours of the reception of the Order Confirmation, and within the same time notify the Seller of any eventual mistakes by e-mail or fax.

Any eventual added costs caused by mistakes in the data which aren't communicated within the time limit indicated above, shall be on the Customer's account.

7.5 **Unavailability of the Products.** The Seller doesn't guarantee the full availability of the Products illustrated in the advertising material or inserted in the information sheets on the Site. If the Products aren't available, the Seller shall communicate it to the Customer by e-mail or by phone or fax. In case there isn't any delivery of the ordered Products, the Customer has the right to get back the whole paid amount.

7.6 **Personal Data of the Customer and Order number.** The Customer undertakes to communicate his own personal data and not the personal data of a third person and to communicate real personal data, not fictitious or invented. In each communication following the Order Confirmation, the Customer shall use the Order Confirmation number given by the Seller.

8. Payment Conditions, fiscal documents, and retention title

8.1. **Delivery of the Products in Italy.** The Customer who purchases the Products to be delivered in Italy, may pay by using one of the following payment conditions: credit card, banker's swift transfer or cash on delivery.

8.2. **Delivery of the Products abroad.** For purchases of any amount which shall be delivered abroad, the Customer shall pay by credit card, or banker's swift transfer.

8.3 **Time of payment.** The Customer shall pay the whole price of the ordered Products, and the transport costs and the costs related to the chosen payment conditions) according to the payment conditions indicated in the Order Confirmation.

8.4 Fiscal documents. The Seller shall send the fiscal documents which shall be attached to the delivered Products and/or sent by e-mail to the e-mail address communicated by the Customer. No modification of the fiscal documents shall be made after they have been issued.

8.5 Retention title. It is agreed that, the Products delivered remain the Seller's property until complete payment is received by the Seller, including the shipping and the chosen payment method expenses.

9. Delivery of the Products.

9.1. Conditions and terms for the shipping. The shipping of the Products shall be done according to the conditions chosen by the Seller, within the terms indicated in the Order Confirmation.

9.2 Failed Picking up of Products. If the Customer or the Addressee of the Product/s isn't present at the agreed address for the delivery of the Products or in case the package isn't picked up at the forwarder's deposit within 5 working days, the Contract shall terminate according to art. 1456 of the Italian Civil Code. The Seller shall reimburse the amount paid by the Customer, excluding the shipping, deposit, and bank expenses within 30 days of the date of failed delivery.

9.3 Risk of loss or damage to Products. The risk of loss or damage to Products during the shipping shall be on the Seller's account until the delivery to the Consumer or to another Addressee. The Products are sold with DAP (Delivered At Place) Incoterms® 2010, and therefore if there is exportation, the Seller has no obligation to clear the goods for import, pay any import duty or carry out any import customs formalities, and the Customer shall pay the value added tax (VAT) applicable in its country.

9.4 Failed or delayed delivery. The Seller shall not be liable for the failed or delayed delivery of the Products in the following cases:

- a) if the supplier of the Seller has not delivered the goods for the manufacturing of the Products in the agreed terms;
- b) if the Seller is not able to obtain the unavailable Products for reasons which do not depend on him

In any case, the Seller shall immediately notify the Customer that the products are unavailable, and if the unavailability of the Products is due to one the circumstances indicated in the previous letters a) and b), and doesn't allow the delivery of the Product within 30 (thirty) days of the sending of the Order made by the Consumer, the Seller shall reimburse the total amount paid by the Consumer within 30(thirty) days from the day following the day the Order was sent.

9.5 Failed or delayed delivery due to Force Majeure. Either Party shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-out, flood, earthquake, delay of components or raw materials.

The Party wishing to make use of the present clause must promptly communicate in writing to the other Party the occurrence and the end of such force majeure circumstances.

Should the suspension due to force majeure last more than 30 (thirty) days, either Party shall have the right to terminate the Contract.

If there is termination of the Contract because of Force Majeure, the Customer shall not have the right to any compensation for any reason. The Customer shall have the right to the reimbursement of the paid amount for the Product, within 30 days of the sending of the Order.

10. Right of withdrawal

10.1 Right of withdrawal. The Consumer according to art. 64 and following the Consumer's Code has the right to withdraw from the Purchase Contract for any reason, without any explanations or penalty, with the conditions indicated in the present article.

10.2 Terms and conditions of withdrawal. The withdrawal of the Contract may involve all Products or some of them. The right of withdrawal shall be exerted within 10 (ten) working days from the date of the reception of the Products (if there is a multiple delivery, the date of the last partial delivery) through communication by Registered Mail. The withdrawal may also be exerted through telex, fax, e-mail provided it is confirmed through Registered Mail within 48 (forty-eight) hours following the sending of the telex, fax, e-mail to the address indicated in art. 10.4.

10.3 Returning of the Products. If the right of withdrawal is exerted, the Consumer shall return the Products to the address indicated in art. 10.4 within 10 (ten) days from the date of delivery of the Product. In order to exert the right of withdrawal, the Product to be returned shall have its substantial integrity. However, it is sufficient for the Product to be returned to be in a normal state of conservation as it was kept and eventually used with care.

10.4 Address for the communication of the withdrawal and the returning of Products. The communication of the withdrawal shall be communicated and the Products shall be returned to:

Crestani Sport di Crestani Carlo.

Via della Repubblica n. 31, 36066 Sandrigo (VI) - ITALIA.

Tel: 0039 0444 658579

e-mail: info@skiskett.com

10.5 Content of the communication of the withdrawal. The communication of the withdrawal shall contain the following elements:

- a) the willingness to withdraw from the Contract;
- b) the number of the Order;
- c) the indication of the Product or Products for which the Consumer intends exerting the withdrawal, by attaching a copy of the fiscal documents;
- d) the indication of the bank details of the account on which the Customer wants to receive the reimbursement of the amount he has already paid;
- e) the confirmation that the Products are whole and kept in perfect condition in the original complete package.

10.6 Risks and costs of the returning of the Products. The loss or damage risks of the Products during the shipping of the delivery are on the Customer's account, and in case of destruction or damage, the Products shall not be considered whole and the right of withdrawal shall not be valid. The costs of the shipping related to the returning of the Product are on the Customer's account. The Products shall be returned with DAP (Delivered At Place) Incoterms ® 2010 if the Customer lives in Italy or in the European Union; if the Customer lives in an extra-European country, they shall be returned with DDP (Delivered Duty Paid) Incoterms ® 2010, in both cases the Products shall be delivered at the Seller's headquarters. Upon the returning of the Products, the Customer bears all the obligations indicated for the Seller in the Incoterms ® 2010 (ICC Publication n. 715). If the Customer sends the goods from an extra-European country, he bears all the costs and risks involved in bringing the Products to the place of destination and has an obligation to clear the Products not only for export but also for import (in Italy), to pay any duty for both export and import and to carry out all customs formalities. The VAT or any other eventual import taxes shall be on the Customer's account.

10.7. Reimbursement of the amount paid by the Consumer. If the right of withdrawal and the consequent returning of the Products, are exerted by the Customer in accordance with the present article, the Seller shall reimburse the amount paid by the Customer, the net amount of the expenses paid for the shipping of the Products and of the eventual costs related to the chosen payment condition, within 30 days from the date of finding out about the withdrawal exerted by the Customer.

10.8 Checking the returned Products. If the Seller finds damages or defects in the packaging and/or the Products and/or the number of packages does not correspond to the order, he shall report this by writing the defects found and/or the wrong number of packages on the delivery receipt of the courier. Any eventual problems related to the physical entirety, the corresponding or the completeness of the replaced Products shall be immediately communicated to the Customer and the goods shall be made available to him.

11. Warranty

11.1 Legal Warranty. Articles 128 to 132 of the Consumer's Code shall apply to the purchases made by the Consumers. The legal warranty applies to conformity defects provided the Product is used respecting the destination use according to the technical documentation attached to each Product sold.

11.2. Expiry and forfeiture. When the Consumer finds defects in the Products, he may contact the Seller, with forfeiture within 2 (two) months of the discovery, and report the conformity defect. The legal warranty is valid for a period of 2 (two) years from the delivery date of the flawed Product. After such a period, the Seller shall not be liable for any conformity defects found by the Customer.

11.3 Communication of the conformity defect. The Seller invites the Customer to describe in the most detailed way possible the nature of the defect found and eventually to send a copy of the Order documents, to indicate the number of the Order, and any other data which is useful for the correct identification of the claim. Should there be no response from the Consumer within 10 (ten) working days, the Seller invites the Consumer to demand an answer. The Seller furthermore advises the Customer to make sure the Seller's e-mail messages are not blocked by any eventual "spam filters" and they do not reach the wrong destination because of the Customer's technical e-mail problems.

11.4 Repair and replacement. The Customer may request the repair or the replacement of the Product from the Seller without any expenses. The Consumer has the right to choose between the repair or the replacement of the Product, except when the pre-chosen remedy is impossible or excessively onerous compared to the other one. The Seller, depending of the situation, shall do the repairs and make the requested replacements within a congruous period of time from the reception of the Consumer's request. If the Product is replaced or repaired, the warranty terms (expiry and forfeiture) start from the delivery date of the repaired or replaced Products.

11.5 Reduction of the price or termination of the Contract. When (i) the repair or replacement requested are impossible or excessively onerous, or (ii) have not been done within a congruous period of time; or (iii) have caused substantial inconveniences to the same Consumer, this latter may choose to request a congruous reduction or the termination of the Contract. The termination of the Contract, because of small defects for which it was not possible or was excessively onerous to proceed to their repair or replacement of the related Products, shall not be possible,

11.6 Return of the Products because of conformity defects. If the warranty provides for the return of the Product to the Seller, the Product shall be returned by the Customer with the complete original packaging (including the attached documentation and eventual accessory material).

11.7. Information request. For any information request concerning conformity defects, the Customer may turn to the Seller to the address indicated in art 10.4.

12. Protection of intellectual property rights.

12.1 Website. The content of the website, including but not limited to texts, photos, trademarks, pictures, description of Products, is owned and managed by the Seller and it is forbidden to copy, reproduce, or use it in any way, without the Seller's written authorization.

12.2 Printing the material contained in the Website. The Consumer may print the material contained on the Website only for personal use and not for commercial purposes.

13 . Severability.

13.1 The invalidity of a clause. Should any clause be considered invalid or unenforceable by the judgement of a Court of competent jurisdiction or award of an Arbitral Tribunal, all other provisions shall remain in full force and effect.

13.2. Replacement of the invalid clause. The Parties agree, however, to replace, when possible, any provision declared invalid by a provision which shall reflect their initial intent, as objectively and consistently as possible and in accordance with the basic relationship existing between the Parties.

14. No Waiver

The non-enforcement of any provision contained in this Agreement shall not be construed by either party as a waiver of the right to enforce the provision at another time under different circumstances and/or enforce other provisions of this Agreement.

15. Communication. Language of the Contract.

15.1. Written form. The communications expected in the present contract shall be done in written form in the language of the contract and sent by the Consumer to the following address to the Seller:

Crestani Sport di Crestani Carlo

Via della Repubblica n. 31, 36066 Sandrigo (VI) - ITALIA.

Tel: 0039 0444 658579

e-mail: info@skiskett.com

15.2 Language. The present contract, written in Italian may be translated by the Consumer into another language. If there is a conflict between the terms, the Italian term shall prevail.

16. Protection of personal data.

16.1 Processing of personal data. The Seller as the data controller, processes the personal data wishes to inform the Customer that the Legislative Decree nr. 196 dated June 30th, 2003 "Personal Data Protection Code" (also called Privacy Code), protects the natural persons and the other subjects concerning the processing of personal data. The indicated rules set forth that those who process personal data shall inform the data subject (the Customer) of what data shall be processed and how it is processed. In any case, the personal data is processed by respecting data subjects' rights, fundamental freedoms and dignity,

particularly with regard to confidentiality, personal identity and the right to personal data protection (art. 2 of the Legislative Decree nr. 196/2003).

According to art. 13 of the D. lgs n.196/2003, the Seller shall therefore give the Customer the information.

16.2 Data controller. The data controller is Crestani Carlo., VAT 03869110241 address: viale della Repubblica n. 31 36066 Sandrigo (VI) Italia.

16.3 Nature of the processed data. The Seller shall process the Customer's identifying data (first name, last name, address and phone number, fax number and e-mail address), fiscal and economical data, which are necessary to execute the order.

16.4 Purpose of data processing. The Customer's personal data shall be processed to fulfill the contractual, fiscal, commercial and marketing obligations. The personal data shall be processed for the whole period of the contractual relationship and, then, for a period of ten years, in order to fulfill the law's, administrative and fiscal obligations. After such a period of time, the personal data shall be made anonymous and preserved only for personal use, except for every systematic communication and release.

16.5 Conditions of the processing. The processing of the personal data shall be done according to the norms in force by using tools and procedures suitable to guarantee the security through the use of electronic tools by Internet and paper. The processing may also have marketing, advertising purposes (with reference to all the services offered by the Seller) and sending of information material.

16.6 Obligation or option to give the personal data and consequences of eventual refusal. The giving of the personal data shall be considered as a mere option and not as an obligation. If the personal data is not given, the data controller shall not be able to start the contractual relationship, except for the marketing, advertising and sending of information material purposes mentioned above.

16.7 Communication. The personal data may be communicated to the Seller's employees, suppliers, consultants and public and private entities who may access the personal data because of the law within the limits of the tasks given to them and the indicated norms.

16.8 Data subject rights

The data subject (Customer) shall have the following rights indicated in article 7 of the Legislative Decree nr. 196/2003:

1. A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form.

2. A data subject shall have the right to be informed

a) of the source of the personal data;

b) of the purposes and methods of the processing;

c) of the logic applied to the processing, if the latter is carried out with the help of electronic means;

d) of the identification data concerning data controller, data processors and the representative designated as per Section 5(2);

e) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.

3. A data subject shall have the right to obtain

a) updating, rectification or, where interested therein, integration of the data;

b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed;

c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.

4. A data subject shall have the right to object, in whole or in part,

a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;

20

b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

17. Applicable law and jurisdiction.

17.1 **Applicable law.** The present General Online Sales Conditions are ruled by the Italian law.

10.2. Jurisdiction. If the Consumer is situated in Italy or in the European Union, the competent law court of the place where the Consumer has his residence or domicile shall have exclusive jurisdiction in any action arising out of or in connection with this Contract. If the Consumer is situated in a country outside the European Union, the competent law court of the place where the Seller has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with this Contract.