

General Terms and Conditions of Sale

These General Terms and Conditions of Sale govern the offer and sale of products on this website, shop.caffevero.it.

Identification of the Seller

The products purchased on the Website are offered and sold by Coffee Company S.p.A., represented by its legal representative pro tempore, with registered office at Via del Commercio no. 1, 36100 Vicenza, and operational headquarters at Via del Commercio no. 12, Vicenza, REA number VI 231191, registered with the Companies Register of Vicenza, tax code/VAT number 02440020242.

Art. 1 Scope of Application

1.1 The sale of products through the Website shop.caffevero.it constitutes a distance contract governed by Chapter I, Title III (Articles 45 et seq.) of Legislative Decree No. 206 of 6 September 2005 (Consumer Code) and by Legislative Decree No. 70 of 9 April 2003, regulating electronic commerce.

1.2 The General Terms and Conditions of Sale may be amended at any time. Any changes and/or new conditions shall be effective from the moment they are published on the Website. Users are therefore invited to regularly access the Website and consult, before making any purchase, the most up-to-date version of the General Terms and Conditions of Sale. The applicable General Terms and Conditions of Sale are those in force on the date the purchase order is submitted.

1.3 These General Terms and Conditions of Sale do not govern the sale of products and/or the provision of services by parties other than Coffee Company S.p.A. that may be present on the Website through links, banners, or other hyperlinks. Before engaging in commercial transactions with such parties, users must verify their respective terms of sale. Coffee Company S.p.A. is not responsible for the provision of services and/or the sale of products by such parties. Coffee Company S.p.A. does not perform any control and/or monitoring of the websites accessible through such links and is therefore not responsible for their content or for any errors, omissions, and/or violations of law committed by them.

Art. 2 Definitions

2.1 The expression “online sales contract” or “contract” refers to the sales contract concerning tangible movable goods of the Seller, entered into between the Seller and the Buyer within a distance-selling system using electronic means, organized by the Seller.

2.2 The term “Buyer” refers to the natural person who makes the purchase under this contract for purposes unrelated to any commercial or professional activity possibly carried out.

2.3 The term “Seller” refers to the party identified above or the party selling goods through the website indicated in the following article.

Art. 3 Subject of the Contract

3.1 Under this contract, the Seller sells and the Buyer purchases remotely, by electronic means, the tangible movable goods displayed and offered for sale on the website shop.caffevero.it.

3.2 The products referred to above are illustrated on the Website with specific and detailed descriptions of their characteristics. Due to the intrinsic characteristics of the goods sold, the images on the Website may differ in color from the products actually delivered to the Buyer.

Art. 4 Method of Contract Formation

4.1 The contract between the Seller and the Buyer is concluded exclusively via the Internet, remotely and electronically, by the Buyer accessing the website shop.caffevero.it and following the procedures indicated therein to formalize the purchase of the goods referred to in the previous article.

The Buyer acknowledges that access to the website shop.caffevero.it requires an Internet connection, the costs of which are borne by the Buyer according to the terms established by their connectivity provider.

4.2 The Seller reserves the right to refuse or cancel orders that: (i) originate from a Buyer with whom a legal dispute is pending; (ii) originate from a Buyer who has previously violated these General Terms and Conditions of Sale and/or the terms of a purchase contract with the Seller; (iii) originate from a Buyer involved in fraud of any kind, particularly credit card fraud.

Art. 5 Conclusion and Effectiveness of the Contract

5.1 The online sales contract is concluded following the accurate completion of the registration form by the Buyer—whose personal data are processed in accordance with the Privacy Policy—and the acceptance of the “Terms and Conditions of Sale,” as well as the submission of the purchase form generated by the system after adding the selected products to the shopping cart.

Before final submission of the order, the Buyer will be invited to review the cart contents, including a summary showing the Buyer’s details, phone number, product prices, any shipping costs and additional charges, payment methods and terms, delivery address, delivery times, and the terms for exercising the right of withdrawal, where applicable.

5.2 Upon receipt of the order and confirmation of payment authorization for the total amount due, the Seller will proceed with order fulfillment.

Art. 6 Payment Methods and Withdrawal

6.1 Payment by the Buyer may only be made using one of the methods indicated by the Seller during the purchase process.

6.2 The Seller reserves the right to change the available payment methods, provided that those published at the time the order is submitted remain valid.

6.3 Any refund due to the Buyer will be credited using the same payment method chosen at the time of the order. The right of withdrawal is governed by the dedicated section available on this page.

6.4 All payment-related communications are handled through third-party encrypted systems protecting the transactions (e.g., PayPal), over which the Seller has no visibility or responsibility.

Art. 7 Purchase Orders – Product Information

7.1 The Seller will process the purchase order and ship the products only after receiving confirmation of payment authorization for the total amount due, including product price, delivery costs (if applicable), and any additional charges. If payment is not completed or confirmed, the purchase contract shall be deemed automatically terminated pursuant to Article 1456 of the Italian Civil Code.

7.2 The Products remain the property of the Seller until full payment is received. The risk of loss or damage to the Products, for reasons not attributable to the Seller, passes to the Buyer when the Buyer or a third party designated by the Buyer (other than the carrier) physically takes possession of the Products.

7.3 Product images and descriptions on the Website are intended to represent the Products as accurately as possible. Images and colors may differ from the actual product and should therefore be considered indicative. For contractual purposes, the product description contained in the order form submitted by the Buyer shall prevail.

Art. 8 Delivery of Purchased Products, Shipping Costs and Times

8.1 Shipping is free for orders equal to or exceeding €60.00 (VAT included). For orders of €59.99 or less (VAT included), shipping costs amount to €7.00 (VAT included). Orders are currently delivered within 3–4 working days for orders received by 12:00 p.m., excluding islands and remote areas. Deliveries on Saturdays, Sundays, and public holidays are excluded. Where applicable, shipping costs are clearly and separately indicated during the purchase process and in the order summary before order submission.

8.2 Delivery is completed by transferring material availability or control of the Products to the Buyer. The Buyer is responsible for checking the condition of the delivered Products and is advised to note any anomalies on the carrier’s delivery document and accept the package with reservation. Receipt without reservation prevents claims against the carrier, except in cases of willful misconduct or gross negligence, or for hidden damage reported within eight days. Any evident tampering should be promptly reported to shop@caffevero.it. Consumer withdrawal rights and legal conformity guarantees

remain applicable.

8.4 Article 61 of the Consumer Code applies in cases of delayed or failed delivery.

Art. 9 Seller's Liability

9.1 The Seller is not liable for disruptions caused by force majeure or unforeseeable events.

9.2 Except in cases of willful misconduct or gross negligence, the Seller is not liable for Internet-related malfunctions beyond its control.

9.3 The Seller is not liable for damages resulting from non-performance due to causes not attributable to it.

9.4 The Seller is not responsible for fraudulent or unlawful use of payment methods by third parties, provided it has taken all reasonable precautions.

Art. 10 Liability for Defective Products

10.1 The Seller is not liable if the defect results from compliance with mandatory legal provisions or from the state of scientific and technical knowledge at the time the product was placed on the market.

10.2 No compensation is due if the injured party was aware of the defect and voluntarily exposed themselves to the risk. Defects caused by misuse, external causes, negligence, or improper use are excluded from Seller liability.

10.3 The injured party must prove the defect, the damage, and the causal link between them.

Art. 11 Warranty and Assistance for Ceramics and Accessories

11.1 The Seller is liable for any lack of conformity appearing within two (2) years from delivery.

11.2 The Buyer loses warranty rights if the defect is not reported within two (2) months of discovery.

11.3 Defects appearing within six (6) months of delivery are presumed to have existed at delivery unless incompatible with the product's nature.

11.4 In case of lack of conformity, the Buyer may request repair, replacement, price reduction, or contract termination, unless the request is impossible or excessively burdensome. Products showing signs of tampering or misuse are excluded.

11.5 Warranty claims must be submitted in writing by registered letter to the Seller's registered office. The Seller will respond within seven (7) working days, indicating return or replacement procedures if applicable.

11.6 Minor defects not justifying repair or replacement do not entitle the Buyer to contract termination.

Art. 12 Buyer's Obligations

12.1 The Buyer undertakes to pay the purchase price according to the terms of this contract.

12.2 The Buyer confirms having reviewed and accepted the contract terms prior to purchase confirmation.

Art. 13 Payment Methods

13.1 Payment for products can be made by credit card or PayPal. If one of these payment methods cannot be used for a specific product, this will be clearly indicated on the Website, at the latest at the beginning of the purchase procedure.

Coffee Company S.p.A. accepts credit cards, PayPal and Satispay. These are indicated in the footer of each page of the Website.

Credit Card

Every purchase is made with maximum security thanks to the use of the Stripe payment circuit to protect the buyer's personal data and credit card information from unauthorised access.

After confirming your order on the website, you will be redirected to Stripe's secure servers, which will process the transaction with all major credit cards.

Once the order is complete, the Buyer will receive a confirmation email containing the order number and a summary of the purchase details.

Confidential credit card details (card number, cardholder name, expiry date, security code) are encrypted and transmitted directly to the payment processor without passing through the servers

used by Coffee Company S.p.A. Coffee Company S.p.A. therefore never has access to and does not store the credit card details used by the user to pay for the Products, except for the cardholder's details.

PayPal account

The Buyer can pay conveniently and securely by logging into their PayPal account. After confirming the order on the website, the buyer will be redirected to PayPal's secure servers, where they can log into their account and pay using their remaining credit or linked account.

Once the order is complete, the buyer will receive a confirmation email containing the order number and a summary of the purchase details.

The data entered on the PayPal website will be processed directly by PayPal and will not be transmitted or shared with Coffee Company S.p.A. The latter is therefore unable to know and does not store in any way the credit card details linked to the user's PayPal account or the details of any other payment method connected to that account.

Satispay

This is a payment method that allows you to shop on our online store in a smart and secure way. Once you have confirmed your order on the website, you will be redirected to a Satispay screen with a barcode for payment. Simply scan the barcode with your Satispay app to pay and confirm your order.

Art. 14 Right of Withdrawal

14.1 The Customer has the right to withdraw from the contract concluded with the Seller, without incurring any costs other than those specified in this article and without providing a reason, within 14 (fourteen) calendar days from the date of receipt of the goods (Withdrawal Period). In the case of a Multiple Order with separate deliveries, the 14-day period for each Product begins on the day on which the Buyer, or a third party other than the carrier and designated by the Buyer, acquires physical possession of the Product.

14.2 The right of withdrawal does not apply to: custom-made or clearly personalized products; perishable goods or goods liable to deteriorate or expire rapidly; sealed goods that are not suitable for return for reasons of hygiene or health protection if unsealed after delivery; as well as other cases provided for in Article 59 of the Consumer Code. Appropriate notice regarding the non-applicability of the right of withdrawal is provided on the Product Page and during the purchasing process.

14.3 To exercise the right of withdrawal, the Customer may use the "Easy Return" button available in the website footer and in the personal area to access the "Orders" section, which lists orders along with the corresponding buttons for initiating a return. Upon submission of the withdrawal form, the Customer will automatically receive a confirmation email summarizing the initiated process. Alternatively, the Customer may notify the Seller of their decision to withdraw by sending a written communication to the email address shop@caffevero.it before the Withdrawal Period expires.

14.4 To return the Product, the Buyer may use a carrier of their choice, bearing the return costs themselves: in such a case, after exercising the right of withdrawal in the manner specified in this article, the Buyer must return the Product to the Seller using a carrier of their choice and at their own expense, without undue delay and in any event within 14 calendar days of the date on which they communicated their decision to withdraw to the Seller. This deadline is met if the Buyer ships the Product back before the fourteen-day period expires. The Product, suitably protected and packaged, must be sent to the following address: Coffee Company S.p.A., Via del Commercio n.12, 36100 Vicenza. The direct costs of returning the Product to the Seller shall be borne by the Buyer. The return of the Product to the Seller takes place under the Buyer's responsibility; the Product is deemed returned at the moment it is handed over to the carrier. If the Buyer used a discount code to purchase the Product for which the right of withdrawal was exercised, the refund will be based on the amount of money actually spent by the Buyer.

14.5 The refund will be issued within 14 days of receipt of the returned goods, using the same payment method used for the purchase, unless otherwise indicated by the Customer in the withdrawal form.

14.6 The Buyer is solely liable for any diminution in the value of the goods resulting from handling of the Product other than what is necessary to establish the nature, characteristics, and functioning of the Product. In any event, the Product must be stored, handled, and inspected with due care and returned intact, complete in all its parts, fully functional, accompanied by all accessories and instruction leaflets, with identification tags, labels, and the single-use seal—where present—still attached to the Product and intact and untampered with, as well as being perfectly fit for its intended use and free from signs of wear or dirt. Furthermore, the right of withdrawal applies to the Product in its entirety. Therefore, it cannot be exercised in relation to parts and/or accessories (that do not constitute standalone Products) of the Product.

14.7 In the event that the right of withdrawal is not exercised in accordance with applicable law, such withdrawal shall not result in the termination of the contract and, consequently, shall not entitle the Buyer to any refund. The Seller shall notify the Buyer of the rejection of the withdrawal request within 5 business days of receipt of the Product. If the Product has already been received by the Seller, it shall remain in the Seller's possession at the Buyer's disposal for collection, which must be carried out at the Buyer's own expense and risk.

Art. 15 Data Protection and Privacy

15.1 The Seller processes personal data in compliance with Regulation (EU) 2016/679 (GDPR).

15.2 Personal data are collected and processed according to the Website's Privacy Policy.

Art. 16 Communications and Complaints – ODR Platform

16.1 Complaints must be sent to shop@caffevero.it.

16.2 Pursuant to Regulation (EU) 524/2013, the Buyer may submit disputes via the ODR platform provided by the European Commission.

Art. 17 Applicable Law and Jurisdiction

17.1 This online sales contract is governed by Italian law. The competent court is that of the Buyer's place of residence.

17.2 If any provision is deemed invalid or unenforceable, the remaining provisions shall remain valid.