

# **ALPEVISION TERMS OF USE AND SALE**

Version 1.9 ( March 27, 2025 )

The document consists of 32 pages including this one.

## **Buyer/User Identification**

The User who has entered his/her data in one of the online registration forms on one of our [www.alpevision.shop](http://www.alpevision.shop) sites and/or [www.alpevision.com](http://www.alpevision.com) and/or version at the time shown on [www.alpevision.it](http://www.alpevision.it) declares that his/her data entered are truthful in relation to his/her being identified as User "A" as a Consumer (also known as a Consumer and/or in the only case he/she is allowed to join, which at the moment is limited to only holders of a VAT number as Professional users; therefore in the sections dedicated to Consumer Consumers), or as User "B" in the sections dedicated to Professional Users with a VAT number/(VAT number) in the dedicated purchase sections. In general, called Buyer or User and in turn identified on the basis of whether User "A" or "B" is User. Data validation is also carried out for a fee by verification with the ALPEVISION NETWORK MEMBER card and for this reason the User authorises the sending of E-Mails and paper mail with or without physical cards to his address.

## **Identification of the Seller**

The goods covered by these general conditions are offered for sale by D.T.R.T. di Perin Alessandro and/or by third-party Sellers as the case may be (hereinafter referred to as Sellers) while D.T.R.T. di Perin Alessandro is Perin Alessandro, founder of the business and owner and/or participant of the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites and previous version on [www.alpevision.it](http://www.alpevision.it) headquarters/branch in SCHIO ( Vi ), Italy, Via Ippolito Nievo, n. 19, Zip Code 36015, registered with the Chamber of Commerce of Vicenza (Vi), Tax Code PRNLSN77P26I5310, VAT 04457870246, e-mail address [info@alpevision.com](mailto:info@alpevision.com) and certified e-mail PEC [alexin@legalmail.it](mailto:alexin@legalmail.it), (hereinafter also referred to as the Group) carries out intermediation activities between service sellers (e.g. [www.alpevision.com](http://www.alpevision.com) ) and Users who in this specific case become ALPEVISION NETWORK MEMBERS by registering from the website; as a mediator between Users and Sellers of goods, clothing and objects through [www.alpevision.shop](http://www.alpevision.shop) that is part of the Group.

## **Data**

The so-called "Terms of Use and Sale" referred to in this Contract indicate, in clear and easy-to-understand language, the terms and conditions to be applied to the purchase of consumer goods through the Seller's Site(s), which is required to publish them in such a way that they are easily consultable.

The User is required to read the Terms of Use and Sale carefully before placing an online order on the Sites indicated above. You confirm that you agree that your registration on one of our websites also applies to other Group websites, such as e.g. [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) and other possible future ones in which the Group owns all or part of it.

Following the approval of the Geoblocking Regulation (2018/302) - which prohibits unjustified geoblocking and other forms of discrimination based on the nationality, place of residence or place of establishment of customers and sellers - commercial transactions concluded between entities based in different Member States (a very frequent condition in the field of e-commerce) cannot be overlooked. Businesses that carry out their activities towards consumers in other Member States, therefore, must also take into account any mandatory rules of contract law of consumers in the consumer's country of habitual residence, considering that these take precedence over these contractual provisions, pursuant to Article 6 of Regulation (EC) No. 593/2008 (see also Recital No. 7 of Directive No. 2019/771 on certain aspects of contracts of sale of goods), this is not applied to Professional "B" users.

When placing an order through the website, confirming that you have read and accepted the Terms of Use and Sale, the User declares to unconditionally accept the terms and conditions of the group. The use of the Site(s) is/is subject to the "ALPEVISION SERVICE USE/SALES CONDITIONS of the Site(s)", which can be freely downloaded and consulted in the "SERVICE USE/SALES CONDITIONS" section available in English and Italian, where any previous versions of Use and Sale will also be present. N.B. The Group reserves the right to update and/or modify these conditions at any time based on market and/or regulatory changes and therefore invites you to consult them before placing an order.

Capitalized terms used in these Terms of Use and Sale shall have the meanings set forth below in the "Definitions" section of this document.

These Terms of Use and Sale, together with the order confirmation, represent the contract for the supply of consumer goods between Seller and Buyer as User "A" or "B" as identified above. No other conditions or terms shall apply.

The Buyer is, therefore, required to accept only the Terms of Use of Sale in force at the time of the relevant purchase, a copy of which will be made accessible to the Buyer in the Use and Sales conditions (In English) section and available in Italian as Terms of Use and Sale together with the General Conditions that are an integral part of the conditions.

The Terms of Use and Sale are also published on the website [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) and also on [www.alpevision.it](http://www.alpevision.it) are visible on the latter, in order to allow them to be known, as well as stored and reproduced by the Purchaser by downloading a PDF file from the website. Any previous versions will be made available for a period of time even after any new updated terms come into effect.

These recitals form an integral and substantial part of the Use and Sale Agreement together with the online General Terms and Conditions between the Buyer and the Seller made available to Users and Members who use the Group's websites.

## **1 Definitions**

**1.1.** The expression "Online Use and Sale Agreement" means the purchase and sale contract relating to tangible movable goods such as web services and/or Software of the Seller, stipulated between our Group and the Buyer in the context of a distance selling system through telematic tools, mediated by our Group between Sellers and Users/Members.

**1.2.** The expression "Buyer" means the User or Member who is, identified above, who registers and/or makes the purchase referred to in this contract; in relation to whether he is identified as User "A" as a consumer and therefore in the sections dedicated to Consumers (Consumers), or as User "B" in the sections dedicated to Professional Users with a VAT number/(VAT number) in the purchase sections expressly dedicated not to the consumer line.

**1.3.** The term "Seller" means the subject(s) and/or the natural person or legal, which acts in the context of commercial, industrial, artisanal, hobby or professional activity and offers goods and services for sale through our Group's websites, including those bearing trademarks owned by us, having our Group's name/trademark/logo/sign and/or registered by us. In the case of Perin Alessandro's D.T.R.T., it also acts as an intermediary for the certification of your data.

**1.4.** The expression "User" means the natural or legal person who has access to the Site (as defined below), including through the registration and account creation process as

provided for in Article 3 below; both on the [www.alpevision.com](http://www.alpevision.com) website and on [www.alpevision.shop](http://www.alpevision.shop) or on both, including by promotional and/or invitation e-mail or Form from the activities of Perin Alessandro, the D.T.R.T. of Perin Alessandro and/or related activities.

**1.5.** The term "Consumer User A" means any natural person who makes purchases for purposes unrelated to any entrepreneurial, commercial, artisanal or professional activity carried out and therefore purchases in the sections dedicated to Consumers. Or with the term "Consumer User B" in the sections dedicated to Professional Users "B" (Professional) with a VAT number/(VAT number) in the purchase sections expressly dedicated not to the Consumer line.

When the Group is the object of a gift, promotion, or item by way of reimbursement to Users "A" or "B", they are not subject to sale, and are not subject to sale, they are not returnable and/or refundable under any circumstances.

"The Terms of Use and Sale do not regulate the supply of products by parties other than the Group that are present on [www.alpevision.shop](http://www.alpevision.shop) and [www.alpevision.com](http://www.alpevision.com) through links, banners or other hypertext links and/or promotional and/or confirmatory e-mails of the Group."

**1.6.** The term "Member" means the natural or legal person who has access to the Site (as defined below), including through the registration and account creation process as provided for in Article 3 below; both on the [www.alpevision.com](http://www.alpevision.com) website and on [www.alpevision.shop](http://www.alpevision.shop) or on both, including by promotional and/or invitation e-mail from the activities of Perin Alessandro, the D.T.R.T. of Perin Alessandro and/or related activities. The ALPEVISION NETWORK Member may on some occasions enjoy services, discounts, promotions and gadgets offered by the Group as a registered User "B" (i.e. Professional User).

**1.7.** The expression "Distance communication techniques" means any means which, without the simultaneous physical presence of the Group between the Seller and the Buyer, may be used for the conclusion of the contract between the said parties.

**1.8.** The term "Site" refers to the web pages of the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites ; [www.alpevision.it](http://www.alpevision.it) as long as you are active.

## **2. Subject matter of the contract**

**2.1.** With this contract, respectively, the Group makes available software that allows the Seller who sells and the Buyer A and/or B who purchases remotely through telematic tools the tangible movable goods and/or services indicated and offered for sale on the sites: [www.alpevision.com](http://www.alpevision.com) and/or [www.alpevision.shop](http://www.alpevision.shop) . In the future, there may be agreements with third-party companies

that allow Service Points to have additional income from various services such as battery swapping, maintenance and various other services that they decide to offer to customers depending on the case and for which the Group will retain a commission of 3% on the fee for each individual transaction among those that may be affiliated with third parties in the future and connected to the individual service point which will evaluate the capacity and suitability of its structure in order to be able to offer them or not.

2.2 The products referred to in the previous point are illustrated on the pages of the relevant websites and/or linked to each other and may be integrated in the future with new services offered by the service points.

### 3. Registration on the Site(s) and exclusive methods of stipulating the contract:

3.1. The creation of an account on the [www.alpevision.shop](http://www.alpevision.shop) website is free of charge, while on the [www.alpevision.com](http://www.alpevision.com) website it is subject to payment by redirection to third-party payment systems and/or [www.alpevision.shop](http://www.alpevision.shop) as indicated in the conditions of use and sale that can be reported under the registration form on the [www.alpevision.com](http://www.alpevision.com) and/or in the subsequent confirmation e-mail that will be sent to the address indicated by the Buyer "User B" (Professional Buyer).

3.2. In the event that the User has already created a personal account, the User may access the services offered by the [www.alpevision.shop](http://www.alpevision.shop) Site by entering the authentication credentials of the account already in his/her possession in the login form. The site may have stored this information).

3.3. To create an account by registering on the Site [www.alpevision.shop](http://www.alpevision.shop) User "A" or "B" must fill in a special form also available on [www.alpevision.com](http://www.alpevision.com), which will indicate the mandatory and, if necessary, optional data, entering: name, surname, address, telephone number, e-mail address and password; at the end of this phase, User "A" or "B" must click on the "LOGIN" button. At the end of this procedure, the User will receive the so-called "Registration Credentials" (username and password) or an address with a purchase & registration link to the e-mail address indicated when filling in the form, which will be necessary for access to the purchase of the products offered on the Site [www.alpevision.shop](http://www.alpevision.shop) ; In certain circumstances, the website may remember your credentials and allow you to access the services again. To create an ALPEVISION Network Member account (Option reserved for Users "B") coming from the [www.alpevision.com](http://www.alpevision.com) site after filling in the appropriate registration form and following the link received with the confirmation email, User "B" (i.e. professional user) finalizes the contract with the exchange of consent and is asked to pay money for the card and/or one of the services and/or products indicated on the site

[www.alpevision.shop](http://www.alpevision.shop) in a section dedicated to Members by electronic payment (This payment is used by our Group to verify your data and be sure that you are of legal age; N.B. upon registration the registration and verification procedure by the Group may take a few days) authorizing the publication of your data on the map visible to anyone accessing the site [www.alpevision.com](http://www.alpevision.com) ; this payment in certain cases and periods may correspond to a discount and/or a gadget branded with one of the Group's brands offered by the group itself.

3.4. In order to be able to verify the existence of the minimum age required by law, payment is required with a means of payment owned by the same owner who has reported his User data "A" and/or "B". It is remitted for the share due to the Seller and/or the service provider, without prejudice to legal obligations, to evaluate whether or not to proceed with the conclusion of the contract on the basis of the age of the Buyer and the nature of the purchase/service.

3.5. The creation of an account allows the User and/or Member who intends to proceed with the purchase of consumer goods and/or services through a Group site, to carry out directly through that site, among other things, the following activities, to:

- a) storage and modification of your personal data;
- b) access to information relating to orders;
- c) management of personal data and updating of the same; further checks may be requested by the Group against the User/Member.
- d) use of dedicated services that may be activated from time to time (e.g. display of one's "wish list", etc.);
- e) creation of a point on the map visible on the [www.alpevision.com](http://www.alpevision.com) site with its data visible to all as a Member of the ALPEVISION Network, a function reserved for "B" Users.

3.6. The User, whether "A" or "B", guarantees that the information provided during the registration process is complete, correct and truthful. The User undertakes to hold the Seller and [www.alpevision.com](http://www.alpevision.com) as well as [www.alpevision.shop](http://www.alpevision.shop) and the Group harmless and indemnified from any damage, compensation obligation and/or sanction deriving from or in any way connected to the User's violation of the rules on registration on the Site or on the storage of Registration Credentials. The User is therefore solely responsible for accessing the Site(s) through his Registration Credentials and is directly responsible for any damage or prejudice caused to the Seller

or third parties such as the [www.alpevision.com site](http://www.alpevision.com) , [www.alpevision.shop](http://www.alpevision.shop) and the Group from improper use, loss, misappropriation by others or failure to protect adequate secrecy of his or her registration credentials. All operations carried out through the Registration Credentials are considered to have been carried out by the User to whom they refer.

3.7. By registering on the site, the User agrees to receive communications from the Seller, aimed at to the execution of this contract. The User may request at any time not to receive further communications via e-mail, except for those relating to the individual purchase, while maintaining the possibility of accessing and using the Site.

3.8. The Group reserves the right to refuse, at its sole discretion, the registration of a User "A" or "B" who is on the Site(s) and/or remove and/or delete it without notice.

3.9 The Group and/or the Vendor reserve the right not to accept orders, from anyone from anyone, that are anomalous in relation to the quantity and number of products purchased or the frequency of purchases made on the Site, as well as in relation to the improper or suspicious use of gift vouchers. Section 3.9 is also valid if such orders have been automatically confirmed by the system and will subsequently be cancelled without the possibility of objection by the customer/user/member.

3.10. The Registered User may at any time cancel his/her subscription to [www.alpevision.com](http://www.alpevision.com) by sending a specific communication to the following e-mail address: [unsubscribe@alpevision.com](mailto:unsubscribe@alpevision.com) . The registered User may at any time cancel his/her subscription to [www.alpevision.shop](http://www.alpevision.shop) by sending a specific communication to the following e-mail address: [shop\\_unsubscribe@alpevision.shop](mailto:shop_unsubscribe@alpevision.shop) . N.B. as specified above, registration on one site is also valid for the other, but two separate e-mails will be needed to delete both user accounts.

3.11. The sales contract relating to [www.alpevision.shop](http://www.alpevision.shop) between the Seller and the Buyer, even if arriving from [www.alpevision.com](http://www.alpevision.com), is concluded exclusively through the Internet through the Buyer's access to the [www.alpevision.shop](http://www.alpevision.shop) address where, following the procedures indicated, the Buyer will formalize the proposal for the purchase of the goods and services indicated in the previous points.

3.12. In accordance with Legislative Decree no. 70 of 9 April 2003 on electronic commerce, the Supplier

informs the Buyer that:

a) in order to conclude the contract for the purchase of one or more goods and/or services through the Site, the Buyer must complete an order in electronic format on our websites and transmit it to our Group, electronically, following the instructions that will appear from time to time on the Site;

b) the Group and/or the Seller sends the Buyer an e-mail confirming and summarizing the order as indicated on the product and/or [on www.alpevision.com](http://www.alpevision.com) for Users "B".

c) before proceeding with the transmission of the order, the Buyer may identify and correct any errors in entering data by following the instructions on the Site or modifying the order;

d) after the order has been submitted, the Purchaser may modify it by accessing the "I" and following the instructions that will appear on the Site, until it appears that the order can no longer be changed; without prejudice, in any case, to the right of withdrawal referred to in the following

point 12.

3.13. The language available to the Buyer for the conclusion of the contract is English [or other language provided by the Supplier; Italian (Other languages displayed on the site may be provided by the automatic translator of the browser used, but are not part of our chosen communication language)]. The Customer Service is able to communicate in English and Italian and responds mainly by email after having done the necessary checks and therefore we remind you to include your references and the customer code or the number of the ALPEVISION NETWORK MEMBER card in your e-mails.

4. Conclusion, effectiveness of the contract, shipments and related trademarks.

4.1. The offer and sale of products and services through the Site(s) constitute a distance contract governed by art. 45 et seq. of Legislative Decree no. 206 of 6 September 2005 ("Consumer Code") and Legislative Decree no. 70 of 9 April 2003, containing the regulation of electronic commerce. Our Group allows third-party Sellers to be reachable through their products and/or services on our sites and in particular for sales on [www.alpevision.shop](http://www.alpevision.shop) in the detail pages of each product and/or service there is a description of the same. The Group as the provider of the e-commerce site



ensures that the platform works at its best and the Group facilitates transactions that take place on the site(s) by switching to third-party payment platforms, but is not a party to the contract of sale of goods and services sold by these third-party sellers except for the paid services of [www.alpevision.com](http://www.alpevision.com). The Group therefore remains extraneous to this contract, which is exclusively between the Buyer and the Seller. As a Group, the D.T.R.T. of Perin Alessandro and Perin Alessandro do not assume any responsibility for the sales contract and its correct execution as well as payment, and do not operate in any way as an agent of the Seller. Except as set forth below in this section, the Third-Party Seller is solely responsible for selling the products and managing disputes with the Purchasing User. To make the purchasing experience of the buyer user safer, the Group offers its users customer service during daytime working hours at your disposal that can be contacted at the company's contact details. In the evening/night (GMT+1) e-commerce activities may be suspended for website maintenance; Orders, however placed and regular, will still be processed with the normal timing.

Please note that some Third-Party Sellers may sell as individuals and not as businesses; this information may be indicated in the detailed information of the individual product/service and is based on the information provided by the Seller itself and/or the service provider to our Group. If a Seller is not a business, please note that your statutory consumer protection rights do not apply (e.g. 2-year or 3-year warranty rights, depending on the country, and the right to cancel your order without giving any reason within 14 days).

If the items of the third-party Seller bear the indication shipped by D.T.R.T. Es D.T.R.T. di Perin Alessandro it does not mean that they are shipped directly by our Group and/or by Perin Alessandro, it will always be the Seller who will take care of the shipment and delivery and any problem relating to the order will be handled by the Seller himself who brands and labels the products with our brands bearing their Logo/Brand/Sign that can be applied both on the sending material such as boxes and envelopes, as well as on products and clothing and clothing in general, reporting all the labeling specifications in accordance with the law required by the country of destination of the goods (e.g. for the GPSR of 13 December 2024 provided for by the EU) and therefore it is the Seller's care and responsibility to report on the garments all the indications provided for as labeling with information on composition/washing/MADE IN (Place of production)/attentions and dangers etc.; which does not belong together with the returns to the D.T.R.T. of Perin Alessandro, to Perin Alessandro and to the Group in general as Es D.T.R.T. of Perin Alessandro.

If the third-party Seller's items bear the indication Shipped by D.T.R.T. or Es D.T.R.T. di Perin Alessandro or Perin Alessandro, it may still be our Seller who manages the delivery of your order. The Seller will also deal with any requests relating to Customer Service where indicated, except in the case where our customer service and the specific one for the services of the ALPEVISION NETWORK are indicated, which will in any case forward them to our Seller.

4.2. For the purpose of concluding the contract, the Buyer shall provide for the exact completion of the form/form attached to the online electronic catalogue on the [www.alpevision.com](http://www.alpevision.com) and/or [www.alpevision.shop](http://www.alpevision.shop) website and the subsequent online submission of the form/form itself, again after viewing a web page summarising the order in which the details of the ordering party and the order are reported, with the product information sheet, the price of the product(s) and/or Service(s) purchased, shipping costs and any additional charges and costs, payment methods and terms, the address where the product will be delivered, the estimated delivery times which normally take a couple of weeks from the order but may, depending on the case and the period, be even longer than one month of waiting, the invitation to carefully read these Terms of Use and Sale and the "Use and Sales conditions" on withdrawal and refunds is always valid.

4.3 Once the order summary page has been displayed, the User who intends to proceed with the purchase if he chooses the option of "Send Order" or by sending the order form/form, the Buyer acknowledges and declares that he has read all the information provided during the purchase procedure, as well as the additional information contained in the Site(s) relating to the Privacy Policy, and that he fully and unconditionally accepts the Terms of Sale relating to the [www.alpevision.com](http://www.alpevision.com) site and/or [www.alpevision.shop](http://www.alpevision.shop) .

4.4. The Group reserves the right to refuse or cancel any orders that come from Users.

4.5. The order will be stored in the database of the Group and in some cases of the Seller and/or third-party platforms necessary for economic exchanges such as payments and/or cash payments for the time necessary for the execution of the same and, in any case, within the terms of the law; the Buyer may also access his order by consulting the "My orders" section of the [www.alpevision.shop](http://www.alpevision.shop) Site .

4.6. The Seller (and on some occasions the Group) will inform the Buyer of any impossibility of accepting the orders received within 48 (Forty-eight) hours starting from the working day following that on which the Buyer sent the order and will refund any sums already paid for the payment of the supply.

4.7. When the Seller receives the order from the Buyer through the Group's websites, the system sends an e-mail confirming and summarizing the order, which also contains some data referred to in point 4.2.

4.8. By purchasing an ALPEVISION Network Member product from the area reserved for professional users, i.e. Users "B", User "B" not only reaffirms that he/she has approved the conditions of membership of the ALPEVISION network and the Group and confirms that he/she has viewed, read and understood them on our website [www.alpevision.com](http://www.alpevision.com) and subsequently approved them through the exchange of consents and proceeding to pay a sum of money for the card directly on [www.alpevision.com](http://www.alpevision.com) as a service or on [www.alpevision.shop](http://www.alpevision.shop) with access via the link contained in our confirmation email that you received with the link to the page dedicated to joining the ALPEVISION Network (AND/or with a link contained in a promotional message of the group), you also accept the conditions of use and sale of [www.alpevision.shop](http://www.alpevision.shop) related to payments, shipping and returns. By joining the ALPEVISION network following a free and/or discounted promotion or with this payment, you also authorize the publication of your data on our sites and on [www.alpevision.com](http://www.alpevision.com) and you authorize us to include you in the network map visible to all on <http://www.alpevision.com/network-map/> whose address may change without notice within the site [www.alpevision.com](http://www.alpevision.com) (Indemnifying the Group, the D.T.R.T. of Perin Alessandro and Perin Alessandro from problems relating to the improper use of data by third parties and/or the reproduction of the map on other third-party sites without our authorization). Please note that after registration it will take a few days or up to two weeks for verification before you see the data of User "B" published on the map. ALPEVISION and Perin Alessandro, like the D.T.R.T. of Perin Alessandro undertake to keep the site with the map on [www.alpevision.com](http://www.alpevision.com) active for the current calendar year (i.e. from 01 January to 31 December) and hope to be able to do so for much longer, the Seller as well as ALPEVISION and the D.T.R.T. of Perin Alessandro and Perin Alessandro therefore specify that the payment for his registration to the network is a one-off payment, it is not a subscription and that the User can cancel the subscription and publication whenever he wants by following the instructions that will be sent to him by e-mail or that he finds on this policy; after deletion, the previously uploaded User data will be deleted in a few weeks; user "B" will thus lose

past and/or future promotions reserved for him, as well as visibility on the [www.alpevision.com](http://www.alpevision.com) map and his data will be deleted from the network, but if not specifically requested they may be stored by the Group's activities such as Es D.T.R.T. di Perin Alessandro.

4.9. The Buyer undertakes to verify the correctness of the data contained in the confirmation of the order, whether on screen or by e-mail, and to notify the Group within 24 (twenty-four) hours of receipt of the same confirmation of any corrections. If the Buyer confirms the correctness of the data within the indicated deadline, the Seller and/or the Group has the right to cancel the order. Possible increases in expenses caused by errors in the data not reported promptly will be borne by the Buyer.

4.10. The order number, generated by the system and communicated by the Vendor in relation to purchase, must be used by the Purchaser in any subsequent communication with the Seller.

## 5. Payment methods

5.1. Any payment/payment by the purchasing User may only be made by means of one of the methods indicated by the site that relies on third-party payment platforms and APPs, directly or through other sites or links indicated by email or other telematic means.

5.2. All communications relating to payments take place on special third-party supplier platforms chosen by the Group and/or the Seller. The Group and/or the Seller assigns to these third-party platforms the storage of this information with an additional level of security encryption and in compliance with the provisions of the current regulations on the protection of personal data.

5.3. For reasons of transaction security, the Group and/or the Vendor reserves the right on certain occasions to request the sending of the details or a copy of an identity document of the holder of the Credit Card used by User "A" or "B", who, by registering and/or purchasing, gives approval to any further mandatory requests, the same applies to Members of the ALPEVISION NETWORK and to the request for verification of data and/or their licenses/flight licenses.

5.4. At the same time as sending the order confirmation and summary email, the amount corresponding to the product(s) purchased will be charged to the Purchaser. In the event that, for any reason, the debit of the amounts due by the Buyer does not take place, the process of The sale is automatically canceled and the sale is automatically canceled.

5.5. The Group and/or the Seller, as the case may be, will issue an e-mail confirming the purchase of the product(s), sending it by e-mail to the order holder within 48 (Forty-eight) hours of the purchase itself and a summary of the order, or by making it available on the buyer's personal page.

For the issuance of the receipt and/or invoice, as the case may be, the information provided by the Buyer will be valid. No change in the data will be possible after the receipt has been issued; in the evening/night hours the system may not respond or not be in operation for various reasons such as maintenance and/or updates.

5.6. Any refund to the Purchaser shall be credited to the Purchaser in the manner and within the time frame referred to in points 14.3, 14.4, 14.5 and 14.6 below.

## 6. Delivery times and methods

6.1. The Vendor will deliver the selected and ordered product(s), in the manner chosen by the Buyer or indicated on the website at the time of offering the product, as well as confirmed in the e-mail referred to in point 4.7.

6.2. Shipping and delivery times may vary from the day of the order to a maximum about 31 working days. In the event that the Seller is unable to comply with these terms or in the event that the delivery is delayed or excessively burdensome for reasons attributable to the Buyer, notice will still be given by e-mail to the Buyer.

6.3. The methods, delivery times and shipping costs are clearly indicated.

## 7. Product and pricing information.

7.1. Each product shall be accompanied by an information sheet setting out the main information sheets of the product.  
on-screen features.

7.2. The visual representation of the products on the Site, where available, normally corresponds to the  
the photographic image in digital format accompanying the descriptive sheet. The image has the  
The sole purpose of presenting the products for sale and for this purpose is purely a digital  
representation of its characteristics.

7.3. All the selling prices of the products displayed and indicated on the website [www.alpevision.shop](http://www.alpevision.shop) , shall be denominated in euros and constitute an offer to the public pursuant to of art. 1336 of the Italian Civil Code.

7.4. The sales prices referred to in the previous point do not include taxation and any other taxes, transport, shipping and/or customs clearance costs, etc.

7.5. Shipping costs and any ancillary charges, if any, although not included in the purchase price, are indicated and calculated in the purchase procedure before the order is placed by the purchasing User and also contained in the summary of the order placed with the exception of Parking, Storage, Demurrage, Detention and Storage costs relating to customs clearance and delays of the vehicles (whatever means) which are always borne by the End User as the buyer.

7.6. The prices indicated for each of the goods offered to the public are valid until on the date indicated in the catalogue and/or on the website and may be changed at any time.

## 8. Product availability

8.1. The Seller ensures through the electronic system used the processing and processing of the orders without delay.

8.2. The availability of the products is indicated [in real time] in the "Product Sheet" in which it is possible to also indicated if they are possibly SOLD OUT or in any case not immediately available. If the products are available, the estimated shipping times must also be clearly indicated, which can go even beyond 31 days.

8.3. Should an order exceed the quantity existing in the warehouse, the Group and/or the Seller, by e-mail or video, may also inform the Buyer if the product can no longer be booked and/or collected or what the waiting time is to obtain the chosen product, asking whether he/she intends to confirm the order or not, with the application in the latter case of the provisions of point 8.8 below. Except in the case where these elements qualify the choice made by the purchasing User who, for example, has the possibility to choose between products indicated with a different color "of their choice".

It is possible to indicate a time frame for processing and processing the order with the consequent commitment of the Seller to respect it.

Best Practices:

The availability of the products refers, in fact, to the actual availability at the time the Buyer places the order. However, this availability must be considered purely indicative because:

- a) the products may be sold to other purchasing Users before the order is confirmed, as a result of the simultaneous presence of several Users on the Site;
- b) a computer anomaly may occur such as to make it available for purchase a product that is not actually available.

Where applicable, the purchasing User may be allowed to accept an extension of the delivery terms, with indication by the Group and/or the Seller of the new delivery term of the restocked product or if it is not possible to restock the product, the supply of a different product, of equivalent or greater value, subject to payment, in the latter case, of the difference, and subject to the express acceptance of the Buyer.

8.4. The Seller's computer system confirms as soon as possible that the registration of the order by sending the Buyer a confirmation by e-mail.

8.5. In the case of orders concerning a plurality of products (so-called "Multiple Order"), if the unavailability concerns only some of the products covered by the Multiple Order, the Seller and/or the Group's system will immediately notify the Buyer by e-mail and the latter will therefore be entitled to immediately terminate the contract, limited to the product(s) that are unavailable (or have become unavailable).

8.6. In any case, the right to compensation for damages is reserved.

8.7. In the event that the purchase contract concerning the product(s) is terminated as a result of unavailability of the product(s), limited to this product(s), we will proceed, in accordance with the terms set out in

point 8.8 below, to the refund, if it has already been paid, of the amount due in relation to such product(s), including delivery charges, and any additional costs payable in relation specifically to such product(s).

8.8. In the event that the Buyer does not confirm the order and payment has already been made

of the total amount due, including any other additional costs, the Vendor will refund the total amount due without undue delay and, in any event, by Deadline of 14 (fourteen) working days from the submission of the order. The refund amount will be communicated to the Buyer by e-mail.

#### 9. Seller's Liability

9.1. The Seller assumes no responsibility for inefficiencies attributable to force if it is unable to execute the order within the time frame set out in the contract.

9.2. The Seller cannot be held liable to the purchasing User, except in the case of wilful misconduct or negligence serious, for inefficiencies or malfunctions related to the use of the Internet network by him and/or related third parties used outside his control.

9.3. The Seller shall also not be liable for any damages, losses and costs incurred by the Purchaser as a result of the non-performance of the contract for reasons not attributable to him, without prejudice to the right of the purchaser to a full refund of the price paid, and any ancillary charges incurred, except in cases where the Buyers "A" have purchased in the sections dedicated to the Buyers Users "B" and vice versa so that in these cases refunds, returns and replacements will not be due by the Seller.

9.4. The Seller does not assume responsibility in the event of any fraudulent or illicit use that may be made by third parties, of credit cards, cheques and other means of payment, at the time of payment for the products purchased, if it demonstrates that it has adopted all possible precautions based on the best science and experience of the moment and on the basis of ordinary diligence, in full compliance with the regulations in force at the time of purchase.

9.5. Under no circumstances may the Purchasing User be held responsible for delays or misunderstandings in the payment if it proves that it has made the payment within the time and manner indicated by the Seller, except in the event of non-delivery or delayed delivery for reasons attributable to him or in any case independent of the Seller's responsibility.



## 10. Legal guarantee of conformity and service methods

### 10.1 Who it applies to

#### [OPTION A]

All products offered through the [www.alpevision.shop](http://www.alpevision.shop) Site are covered by the legal guarantee of conformity provided for by articles 128-135 of the Consumer Code (so-called "Legal Guarantee") for "A" Users.

#### [OPTION B]

The Legal Warranty, provided for in the previous point, is not reserved for purchasers who have made the purchase on the Site as "B" Users or as professional users. And it is not reserved for purchases referring to products and/or services sold by Sellers who are natural persons.

The determination of the object of the warranty and the duration are up to the person offering it, pursuant to Article 133 of the Consumer Code, having greater discretion than that provided for the legal warranty.

In order to take advantage of the Legal Warranty, the purchaser must first provide proof of purchase and delivery of the product.

The conventional warranty does not affect the rights recognized by the legal warranty expressed in the various points of this contract and is valid throughout the territory of the European Economic Area; outside of this it is not due unless the Seller has availability.

### 10.4. Remedies Available to the Buyer.

10.4.1. In the event of a lack of conformity duly reported within the terms, the purchasing User is entitled, primarily, to repair or replace the product free of charge, unless the requested remedy is objectively impossible or excessively expensive compared to the other.

10.4.2. The request must be sent in writing by certified e-mail to the Group, which will indicate its willingness to process the request, or the reasons that prevent it from doing so, within 7 (seven) working days of receipt. In the same communication that the Group may have as an intermediary, if the Seller has accepted the request of the purchasing User, it must indicate the methods of shipping or returning the product as well as the deadline for the return or replacement of the defective product.

10.4.3. Secondly, if repair and replacement are impossible or excessively expensive (pursuant to Article 130, paragraph 4, of the Consumer Code), or the Seller has not repaired or replaced the

product within the term referred to in the previous point, the Buyer User may request a reduction in the price or termination of the contract.

The purchasing User may request a reduction in the price or the termination of the contract even if the replacement or repair previously carried out has caused significant inconvenience to the Buyer.

10.4.4. If the Seller has accepted the Buyer's request, it shall indicate the reduction of the price or the methods of returning the defective product. It will be a burden of the Purchasing User indicate the methods for crediting the sums previously paid to the Seller.

10.4.5. The remedy requested is excessively onerous if it imposes on the Seller and/or the Group unreasonable expenses in relation to the price of the goods in question compared to the alternative remedies that can be exhausted, taking into account (I) the value that the product would have if there were no lack of conformity; (II) the extent of the lack of conformity; (III) whether the alternative remedy can be availed without significant inconvenience to the Purchaser.

10.5. What to do in the event of a lack of conformity.

10.5.1. In the event that a product purchased on the Site, during the period of validity of the Legal Guarantee, manifests what may be a lack of conformity, the purchasing User may contact Customer Service at the addresses indicated in the following points and on this document.

10.5.2. The Group in contact with the Seller may thus promptly respond to the communication of the alleged lack of conformity and will indicate to the Buyer the specific procedure to be followed, also taking into account the product category to which the product belongs and/or the defect reported.

10.5.3 The right of withdrawal does not apply to certain categories of products including, without limitation, digital products or software and/or services offered through the Group's APPs and Websites that are not provided on a physical medium (such as CDs or DVDs) once they have started to be downloaded or used; while for products supplied on a physical support, the right of withdrawal does not apply once installation and/or use has begun.

11. Obligations of the Buyer

11.1. The Buyer undertakes to pay the price of the purchased product within the times and methods indicated from the contract.

11.2. The Purchaser undertakes, once the online purchase procedure has been completed, to provide for the printing and keeping this contract if you have received a copy.

11.3. The information contained in this contract is considered to have been read and accepted by the Purchaser, who acknowledges it, as this step is made mandatory before the Confirmation of purchase.

## 12. Right of withdrawal

### 12.1. The Buyer

[Option A] User "A", also known as a Consumer, who is a Consumer, has the right to withdraw.

12.2. The "Withdrawal Period" expires 14 (fourteen) days after the date of the order in question for Users "A".

12.3. To exercise the right of withdrawal, the Buyer must inform the Seller, prior to the expiry of the "Withdrawal Period" of your decision to withdraw. To this end, the Purchaser may write to [resi@alpevision.shop](mailto:resi@alpevision.shop) and in the event of withdrawal from the network to: [unsubscribe@alpevision.com](mailto:unsubscribe@alpevision.com) with the simple wording in question UNSUSCRIBE sent by the email with which he or she registered and reporting in the text of the email the same data entered for registration. Verification and cancellation times may take up to 31 days from receipt of the email.

12.4. The Buyer has exercised its right of withdrawal within the "Withdrawal Period" if the communication regarding the exercise of the right of withdrawal is sent before the expiry of the "Withdrawal Period". In the event that the Buyer makes use of the "Declaration of Withdrawal", he or she asks to indicate the order number, the product(s) for which he/she intends to exercise the right and its address. Since the burden of proof relating to the exercise of the right of withdrawal before the expiry of the withdrawal period is incumbent on the purchaser "A", it is in the interest of the Buyer must use a durable medium when notifying the Group and the Seller of its withdrawal.

12.5 The "Standard Withdrawal Form" or the "Declaration of Withdrawal" must be sent to the following

[unsubscribe@alpevision.shop](mailto:unsubscribe@alpevision.shop) and/or [unsubscribe@alpevision.com](mailto:unsubscribe@alpevision.com) address .

Alternatively, the Buyer may notify the Seller by certified email to the address [alexin@legalmail.it](mailto:alexin@legalmail.it) .

12.6. For the purposes of exercising the right of withdrawal, the sending of the communication may validly

be replaced by the return of the purchased product (see point 14 below), provided that

in the same terms. The date of delivery to the post office or the forwarding agent.

12.7. Upon receipt of the communication by which the Buyer communicates the exercise of the Right of withdrawal, the parties to this contract are released from their mutual obligations.

### 13. Exclusion of the right of withdrawal

13.1. The Right of Withdrawal is excluded in the cases referred to in art. 59 of the Consumer Code and in

especially in those relating to:

a) the supply of goods the price of which is linked to fluctuations in the financial market that the Seller is unable to control and which may occur during the withdrawal period;

b) the supply of goods packaged and/or made specifically and/or custom-made or clearly customised with the Group's brands and logos;

13.2. In the event that, in one of the legal cases, the right of withdrawal does not find application, specific and express communication of this exclusion will be given in the "Form Product" visible before the purchase process, before the Buyer proceeds with the transmission of the order.

### 14. Return of goods and times and methods of reimbursement

14.1. Buyer User "A" who intends to exercise his right of withdrawal must also return the product to the contact details indicated by the Seller, using a carrier of his choice and at his own expense (except where a return voucher at the Seller's expense is already included), without undue delay and in any case within 14 (fourteen) calendar days from the date of purchase where the Seller is entitled to its decision to withdraw. The deadline is respected if the Purchasing User sends the product back before the expiry of the 14 (fourteen) day period. The product, suitably packaged, must be sent to the following address only in cases where the Seller does not indicate a valid address for returns: recipient PERIN ALESSANDRO, Via IPPOLITO NIEVO 19 36015 SCHIO (VI) The direct costs of returning the product(s) to the Seller are borne by the purchasing user, except for any return vouchers already included by the Seller.

14.2. In the case of products that by their nature cannot normally be returned by the return of the product to the Vendor is made under the responsibility and at the expense of the of the Buyer.

14.3. If the Buyer User withdraws from the contract, the Seller shall proceed with the refund of the total amount due paid by the Buyer User for the product, including delivery costs, without undue

delay and in any case no later than 14 (fourteen) calendar days from the day on which the Seller was informed of the decision of the buyer User "A" to withdraw from the contract provided that the Seller has received and verified that the returned goods have not been used, ruined, dirty.

14.4. The refund will be made using the same means of payment used by the buyer for the initial transaction, unless the buyer has expressly agreed otherwise. In any case, the buyer will not incur any additional costs.

14.5. The Seller directly and/or through the Group may reserve the right to withhold the refund until it has received the goods or until the purchasing User has proven that he has sent them back, whichever occurs first.

14.6. The buyer is responsible for the decrease in the value of the product resulting from its handling other than that necessary to establish its nature, characteristics and operation. The product must in any case be stored, handled and inspected with the normal diligence and returned intact, clean, complete in all its parts, in perfect working order, accompanied by all accessories and leaflets, with the labels, if present, still attached to the product, as well as perfectly suitable for the use for which it is intended.

## 15. Causes of termination

15.1. The obligations referred to in point 11.1, assumed by the Buyer User, as well as the guarantee of the successful completion of the payment that the Buyer makes by the means referred to in point 5.1, and also the exact fulfilment of the obligations assumed by the Group and/or the Seller pursuant to this contract, are of an essential nature, so that by express agreement, the non-fulfilment of only one of these obligations, if not determined by unforeseeable circumstances or force majeure, will result in the termination of the contract pursuant to Article 1456 of the Italian Civil Code, without the need for a judicial ruling.

15.2. In the event that the Buyer does not pay the total amount due, the Group and/or the Seller will send him an e-mail inviting him to pay the total amount due within 10 (ten) days, with the warning that, if this term has expired, the contract will be considered terminated by law. The Seller reserves the right to block the purchase functions from the Site by defaulting users, giving notice in the manner indicated above.

## 16. Communications and complaints

16.1. Officially written communications to the Group, requests for

assistance and any complaints will be considered valid only if sent by certified email to the following address [alexin@legalmail.it](mailto:alexin@legalmail.it) which can be changed with these conditions at any time, therefore please check the address before sending it.

16.2. The User indicates in the registration form his/her residence or domicile, the number telephone number or the e-mail address to which you would like the communications of the Vendor and/or Group.

**WARNING:** The D.T.R.T. of Perin Alessandro, Perin Alessandro and the related [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites of the Group and related will never ask for your access credentials via email and/or messages, therefore they invite you to be wary of any e-mail message that asks you to reveal passwords, one-time passwords (OTPs) to access the account to verify it.

## 17. Method of filing the contract

17.1. Pursuant to art. 12 of Legislative Decree no. 70/2003, the Seller and the Group inform Users that each order sent is stored in digital and/or paper form on servers and archives that may be at the headquarters of the Group and/or the Seller itself and/or related third parties who offer adequate services according to confidentiality and security criteria.

## 18. Applicable law and reference

18.1. This contract concluded through the Group Site(s) is governed by Italian law.

18.2. For anything not expressly provided herein, the legal provisions applicable to the relationships and cases provided for in this contract shall apply, and in particular art. 5 of the Convention of Rome in 1980.

18.3. This is without prejudice to the application to the User and Consumer purchaser - who does not have his/her habitual residence in Italy - of any more favourable and mandatory provisions provided for by the law of the country in which he/she has his/her habitual residence, in particular in relation to the deadline for returning the products, the deadline for exercising the right of withdrawal and the methods and formalities of the communication of the same, the deadline for returning the products, the guarantees of conformity and the methods of assistance to the consumer user.

18.4. The User/Consumer Buyer who resides in a member state of the European Union other than Italy, may also access, for any dispute relating to the application, execution and interpretation of these General Terms and Conditions of Sale, the European procedure established for small claims, by Council Regulation (EC) No. 861/2007 of 11 July 2007, to

provided that the value of the dispute does not exceed, excluding interest, fees and expenses, € 1,000.00 (€ 1,000/00).

## 19. EXPORT CONTROLS

You agree not to export, re-export, or transfer any products (including software or other digital products) that you have purchased on the Site to any country, individual, company, organization, or entity to which such export is restricted or prohibited by law. For example, economic sanctions and embargoes imposed by the European Union, the United Nations, the U.S. Departments of State, Treasury, or Commerce, and other government authorities (such as embargoes imposed on specific countries, or economic sanctions imposed on individuals or companies for terrorism or money laundering offenses) may prohibit the carrying of products, including for personal use, in other countries, and/or to send products (whether physically by post or digitally via email or through file sharing) to certain individuals, companies, organizations or entities. In addition, the User agrees not to purchase any products or services from the site if he/she is subject to restrictive measures (sanctions).

## 20. Dispute resolution

20.1 All disputes arising out of this Agreement shall be referred to an attempt to conciliation through the Mediation Body of the Chamber of Commerce of Vicenza (VI) and resolved according to the Conciliation Regulations adopted by the same.

20.2. If the Buyer is a Consumer and in the event that the legal conditions are met, it is also possible to resort to the alternative dispute resolution bodies referred to in art. 141-ter and 141-decies of the Consumer Code.

20.3. Pursuant to Regulation (EU) 524/2013, for the settlement of disputes concerning the online purchase of products and services, specifically dedicated to disputes between Consumers and

professionals, the so-called ODR (Online Dispute Resolution) procedure is available, which can be initiated by submitting a specific complaint through the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=IT> (Link that does not depend on the Seller and may be subject to change and variation).

20.4. If the Parties intend to appeal to the ordinary Judicial Authority, the competent Court is the of the place of residence or elective domicile of the Purchaser. This Forum is mandatory pursuant to

of art. 33, paragraph 2, letter u) of the Consumer Code, if the purchasing User is an "A" Consumer.

## 21. Intellectual property rights

21.1. All content, in any format, published on the Site(s) [www.alpevision.shop](http://www.alpevision.shop) and [www.alpevision.com](http://www.alpevision.com), including web pages, graphics, colors, schemes, tools, fonts and design of the website, diagrams, layout, methods, processes, functions and software that are part of the Site, are protected by copyright and any other intellectual property right belonging to the Group and any other intellectual property rights holders of the rights who temporarily assign them to individual producers and/or sellers for the production and sale of the products. The reproduction, in whole or in part, in any form, of the aforementioned Sites and their contents as well as of the ALPEVISION and AL trademarks and logos is prohibited. PE. VISION, without the express written consent of the Group. The Group has the exclusive right to authorise or prohibit the direct or indirect, temporary or permanent reproduction, in any way or form, in whole or in part, of the Website and its contents.

21.2. With regard to the use of the Site(s) both from the web and from the APP as mobile applications, the User is only authorized to:

- a) view the [www.alpevision.com](http://www.alpevision.com) and [www.alpevision.shop](http://www.alpevision.shop) sites and their contents;
- b) to carry out all those other temporary acts of reproduction, without any economic significance of their own, which are considered transitory or ancillary, an integral and essential part of the very display of the site and its contents;
- c) all other browsing operations on the Site that are carried out only for legitimate use of the itself and its contents.

21.3. The Vendor guarantees the authenticity of the products offered for sale on the Sites of which the Group owns the brand(s) offered for sale on the Sites.

21.4. The Group's trademark(s), as well as all figurative and non-figurative trademarks and, more generally, all other trademarks, illustrations, images and logos present on the Seller's products, related accessories and/or packaging, whether registered or not, are and remain of exclusive property of the Group. The total or partial reproduction, modification or use of said trademarks, illustrations, images and logos, for any reason and on any medium, without the prior agreement and/or work commission to the Producers/Sellers expressed by the Group are absolutely prohibited. This clause does not apply to the private use of products purchased through



the Site. It is also forbidden for third parties other than Perin Alessandro and its Group, to combine the aforementioned trademarks with other trademarks, symbols, logos and, more generally, any distinctive sign suitable for creating a composite logo. Any other registered trademarks present, reproduced and/or listed in the products, labels, markings, prints and/or seams, packages, envelopes, packages, are trademarks of the legitimate owners and have been reported by us or by third parties because important, necessary and/or to indicate their possible presence.

## 22. Modification and updating

22.1. These General Terms and Conditions of Use and Sale are amended from time to time by the Group

also in consideration of any regulatory changes. The new General Terms and Conditions of Use and Sale will be effective from the date of publication on the Site also shown on the PDF file that contains them.

I ACCEPT THE GENERAL TERMS AND CONDITIONS

THE CUSTOMER IS INVITED, BEFORE SENDING THE ORDER, TO READ

CAREFULLY THE GENERAL CONDITIONS OF USE AND SALE AS ABOVE

IDENTIFIED AND THE INFORMATION CONTAINED THEREIN AND TO PRINT OR

SAVE THEM ON ANOTHER DURABLE MEDIUM ACCESSIBLE TO HIM.

You declare that you have read the above clauses and conditions, and in particular the conditions referred to in points 6. (Delivery times and methods), 9. (Responsibility of the group and the Seller), 11. (Obligations of the User and the User as purchaser), 14 (Return of the goods and times and methods of reimbursement), 15. (Causes of termination), 19. (Dispute resolution), the clauses of which - reread and approved - are accepted by the User and/or purchaser himself for all consequent purposes, and in particular pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code. BY PURCHASING, WHETHER USER "A" OR "B", DECLARES THAT HE HAS READ AND APPROVED THE CLAUSES INDICATED ABOVE.

USES OF CONTRACTS FOR THE SUPPLY OF GOODS AND/OR SERVICES CONCLUDED ONLINE BETWEEN THE GROUP, SELLER AND BUYER

Information obligations

The Group makes available and keeps up to date the data required by law, making them available

at the same time, that is, easily accessible, in a direct, unitary and permanent way.

The User and/or purchaser must be able to print the general terms and conditions of contract.

General Terms and Conditions.

The purchasing user is allowed direct and permanent access to the general terms and conditions of contract without having to undertake the order process.

Order form.

The buyer fills in the mandatory fields of the order form.

Before the order is sent, all the data required by law are summarized in a single form.

Order confirmation.

The Seller confirms to the Buyer the receipt of the order, by e-mail or other means proposed by the Group and accepted by the Buyer User.

The following information shall be included in the on-screen order and in the confirmation: a) identification/details of the payer and the order; b) identification/information sheet of the products ordered and quantities; c) unit and total prices; d) costs for delivery; e) any ancillary costs and charges to be borne by the purchaser f) payment methods and terms; g) the delivery address indicated by the purchasing User; h) expected delivery times indicated in these regulations; i) the invitation to carefully read the General Terms and Conditions of Contract.

When the right of withdrawal exists, the Seller indicates the methods and times for exercising the right and invites you to carefully read the "Standard Instructions" on withdrawal indicated by each seller if different from these of the Group.

Method and place of delivery.

The delivery of tangible goods takes place off-line, according to the method chosen by the buyer from those offered by the Seller for consumers "A".

The delivery of intangible goods (or services) takes place mainly online or via the network.

Delivery is made to the address of the purchaser or, where applicable, to the address indicated by the latter.

Order status.

The buyer, where applicable, can check the status of his order and/or shipment online, only for "A" consumer users.

Name by way of example.

23 Payment methods.

The Seller specifies which means and methods of payment are accepted and whether it is a payment in advance of the delivery of the product.

In the case of online payment by credit card, the accepted credit cards and the third-party platforms and/or APPs are indicated.

In the case of payment by bank transfer, the bank details are indicated.

In the case of payment by postal current account, if applicable, the buyer may be asked to send/transmit the payment receipt.

In the case of payment by cash on delivery, if applicable, the buyer is responsible for the costs of the operation.

Safety procedures.

The Group informs the Buyer of the security procedures adopted for online transactions and on the use of security systems in the online environment by other third parties connected to it.

The Group highlights, with special symbols, the security of the connection.

Service Limitations.

The Group specifies in advance any limitations of the Assistance service.

The Group prohibits users from disseminating, sharing and/or transferring coupons, discount coupons and related links to discounts and/or the member area, which are reserved for recipients designated by the Group.

The Group provides the buyer with a direct contact (telephone number/certified e-mail address) to which complaints or requests for assistance can be addressed after identifying themselves with the customer code.

Personal data processing.

The Group and/or the Seller collects the Buyer's personal data and indicates the rules to which it complies for the processing of the same.

Certifications, codes of conduct and trademarks: ALPEVISION and SKYCONNECTION logo(s).

Websites adhering to codes of conduct contain the logo or distinctive sign that certifies adherence to them. Some brands may be owned by third parties and/or other foreign companies and sold through the group's platforms.

Websites for which a certification has been obtained display the distinctive sign.

24 We do not sell products to minors.

We sell children's products and clothing that can only be purchased by adults. If you are under 18 years of age, you may only use the Site Services [www.alpevision.shop](http://www.alpevision.shop) by involving a parent or guardian, while for the use of the [www.alpevision.com](http://www.alpevision.com) services, you are required to be of legal age and VAT number to identify you as a professional User "B".

## 25 ADDITIONAL TERMS FOR ALPEVISION SOFTWARE

1. Use of the ALPEVISION branded Software is considered to be the software(s), both html, web, Python and/or Flask, also having other names depending on the function performed (hereinafter referred to as ALPEVISION Software) You may use the ALPEVISION Software only for the purpose of using the ALPEVISION branded Group Services within the limits of the provisions of the General Conditions of Use and Sale, these Additional Terms for the ALPEVISION Software, as well as the Terms of Service. You may not incorporate any part of the ALPEVISION Software into your programs or compile portions thereof in combination with your programs, you may not transfer the ALPEVISION Software for use in connection with any other service, or sell, rent or lease, distribute or sublicense, or otherwise assign any rights in the ALPEVISION Software in whole or in part. You may not use the ALPEVISION Software for any unlawful purpose. We may cease providing you with the ALPEVISION Software and may revoke your right to use the AALPEVISION Software at any time. Your right to use the ALPEVISION Software will be automatically revoked, without prior notice from us, in the event of your failure to comply with the provisions of these Additional Terms for the ALPEVISION Software, the General Terms of Use and Sale or the Terms of Service. The ALPEVISION Software may be subject to the application of additional third party terms and conditions, contained in or distributed together with certain ALPEVISION Software (or software incorporated in the Group Software and other projects part of the ALPEVISION Software) indicated in the relevant documentation. These provisions shall prevail in the event of conflict with the General Conditions of Use and Sale. The software used in the Group Services is the property of Perin Alessandro, D.T.R.T di Perin Alessandro as Software and Es D.T.R.T. di Perin Alessandro as direct use or of its suppliers of software and/or services and is protected by Italian and/or other international copyright laws and may be transferred, licensed and/or sold and leased to other companies of the group in

Italy and abroad; operate on servers and computers anywhere in the globe and not, on proprietary and/or third-party equipment.

2. Use of Third-Party Services. When you use the ALPEVISION Software, you may also use services provided by third parties, including foreign ones, such as providers of a wireless service or a mobile phone platform. Use of services provided by third parties may be subject to the policies, terms of use, and fees of such third parties.
3. Prohibition of "reverse engineering". You may not copy, modify, reverse engineer, decompile or disassemble or otherwise manipulate the ALPEVISION Software in whole or in part or create derivative works from or of the ALPEVISION Software, nor encourage, assist or assist any other object to do so.
4. Software updates.

Unless otherwise stated in the Terms of Service in relation to certain ALPEVISION Software, Perin Alessandro and Es D.T.R.T. di Perin Alessandro may periodically release updates and upgrades to the ALPEVISION Software. Please also consult the General Terms and Conditions of Use and Sale for specific software updates for physical products containing digital elements.

## 26 Divergence from the Italian version

These General Terms and Conditions of Service/Sale are an English translation of the original Italian version available at the time of publication here: <https://www.alpevision.shop/sales-conditions/> by clicking on the "version name" button or link. While for the website [www.alpevision.com](http://www.alpevision.com) we are talking about the same service/sales conditions that can be downloaded in the download area both in Italian and in English.

The English version is provided solely for convenience purposes and, in the event of any discrepancies or conflicts of interpretation between the English translation and the original Italian document, the original Italian document shall prevail and shall be the only binding version.

Please note that this translation is provided as a courtesy, and while efforts have been made to ensure its accuracy, there may be discrepancies or errors. Therefore, for any legal or official purpose, you should refer to the original Italian version of the document.

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## GLOSSARY

A: Letter identifying Consumer users, subject to consumer contract, CONSUMER in English.

Account: Account, subscription to access some services offered by a provider, identification number  
E.g. the one contained in the VIRTUAL CARD or in the NETWORK MEMBER CARD.

Buyer: The buyer, divided into Professional "B" and Consumer "A".

Alpevision: Fictional name born from AL of Alessandro, PE of Perin, and the word VISION as vision.

B: Letter identifying users with a VAT number and/or VAT number, or PROFESSIONALS, who know how to choose and purchase a product/service; PROFESSIONAL in English.

Banner: A banner is a line item used on the web. It can be imagined as the equivalent of a traditional poster.

Conditions: E.g. Terms of Use and Sale = the conditions applied together with the General Conditions.

Email: E-mail: Messages, text, and images sent over a computer network.

E-commerce (e-commerce): The definitional aspect is left to the law and, in particular, to Directive 2000/31/EC and Legislative Decree 70/2003, from which it can be deduced that the contract for the supply of goods and services online is the distance contract, having as its object movable goods and/or services, stipulated as part of a distance sales system organized by the Seller who, for such a contract, you use only one or more distance communication techniques until the conclusion of the contract, including the conclusion itself.

FAQ: An acronym for "Frequently Asked Questions".

File: A collection of information stored on a magnetic or optical disc and identified by a name.

It is the fundamental unit of data storage in computers connected to the Internet.

Form: Data entry form.

General: Examples of General Conditions, i.e. broadly speaking, which are part of the conditions of Use and Sale.

Group: the corporate/industrial group headed by Perin Alessandro and D.T.R.T. di Perin Alessandro, Es D.T.R.T. di Perin Alessandro.

Home Page: Entry screen to a site.

Internet: It is an agglomeration of telematic networks connected to each other. In turn, telematic networks connect several computers to each other, through telephone cables, optical fibers, radio links, satellites, etc.

Link: Hyperlink that allows you to connect different Internet pages.

Member: E.g. those who have joined the ALPEVISION NETWORK MEMBER by obtaining the validation of the card.

NFC: Technology contained within the ALPEVISION NETWORK MEMBER card.

NIS 2: Legislative Decree 4 Sept 2024 n.138, dir (EU) 2022/2555 for cyber security which due to the type and size of the company "is not applicable to us" in any case the D.T.R.T. of Perin Alessandro reserves the right to comply with the law if there are changes in business conditions in the future and certifies that the data processed online are archived/stored in third-party systems that may be subject to compliance with the same.

Off-line: Indicates the state of data that cannot be transmitted to the network.

On-line: Indicates the state of transmissibility of the data on the network.

Password: A keyword that constitutes confidential information of the User, required to allow access in a way that ensures confidentiality and security.

Network: See Internet.

Network: Intended as ALPEVISION NETWORK (ALPEVISION Network, Network of members who have joined our proposal).

ODR: Online Dispute Resolution.

Service Point: The headquarters or shop/office/vertiport of a network member.

Website: The set of several web pages, which are accessed through an address.

Software: Program, code. E.g. ALPEVISION software, also under other names created by us.

Spamming: Dissemination via the Internet of messages, usually advertising, unsolicited, to e-mail boxes or in forums.

Username: Name that identifies a User.

User: Divided into Professional "B" or Consumer "A".

Third Party User: E.g. those who consult the Map on [www.alpevision.com](http://www.alpevision.com)

Seller: the person who sells the products. For example, the person who prints them on behalf of the Group and on behalf of the Group sells and ships them.

Virtual Card: "Virtual Card" or identification number of the User, used by the Group and by the system to identify the User for which a sum of money may be requested for the first online validation; it is not the NETWORK MEMBER CARD, it can become a physical NFC CARD after purchase of the validation relating to the physical card.

Web (World Wide Web): System that allows you to access documents of various types on the Internet, even moving from one to the other via links. The term also indicates all the resources accessible through this system.

Wishlist: A special function of e-commerce that allows the User to create a personalized list of "desired" products for which he intends to proceed.

Whistleblowing: Reports for irregularities, applicable for employees and collaborators (N.B. service points and

**END**