

ONLINE SALES AGREEMENT

GLOSSARY

Company

means the juridical person providing the Online Sales service

Purchaser

means the physical person making the purchase on the Internet Website

Parties

means the Company and Purchaser jointly

Online Sale

means the sale by the Company of Products over the World Wide Web by means of a telematic system adopted by the Company with online payment services

Internet Website

means the telematic system provided by the Company for distance purchasing of Products supplied by the latter

Products

means the material movable property sold by the Company, where some goods are manufactured by the Company itself and others are manufactured by third party suppliers; however, in either case, they bear the corporate names and logos of the Company

Online Sales Agreement (hereinafter called the Agreement)

means the purchase-sale Agreement of the Products supplied by the Company, within the ambit of a distance selling system using telematic systems provided by the Company itself

PREAMBLE

Cotonella S.p.A. (hereinafter called the Company) with headquarters in via T. Edison 33, 25048 Sonico (BS), Income Tax Number 01455000172, VAT Number 00627440985, sells in favour of the Final Customer (hereinafter called the Purchaser) who exclusively purchases the Products selected and ordered by the Purchaser from those found on the Internet Website and available at the time, by means of an Online Sales Agreement.

The Purchaser declares and guarantees that the purchase of products on the Company's Internet Website is not intended in execution of its commercial activity and is strictly for personal use.

All orders which, at the discretion of the Company, are not retail sales and, more generally, any

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order considered fraudulent, shall be considered null.

This Agreement, available on the Internet Website, shall be accurately read by the Purchaser before completion of the Product purchase process on the same Internet Website.

The Purchaser declares his/her full capacity to stipulate and conclude this purchase Agreement for the Products on the Internet Website on the basis of this Online Sales Agreement. The Company shall under no circumstances be responsible for verifying the capacity of visitors and Purchasers of the Company's Internet Website. In the event that a person lacking the necessary capacity to transact (for example, a minor), submits an Order on the Company's Internet Website, without prejudice to the parents' or legal guardians responsibility for this Order and the relative payment, the Company may refuse to accept the order.

1. Subject of the Agreement

1.1 In virtue of the Agreement, through the use of telematic instruments provided by the Company, the latter sells and the Purchaser respectively acquires at a distance the Products indicated and offered up for sale on the Internet Website www.cotonella.com

1.2 The purpose of this agreement is the establishment of the rights and obligations of the Parties in relation to the sale of the products by the Company to the Purchaser. These rights and obligations are applicable without any exception to all sales completed on the Internet Website

1.3 The Products for sale on the Internet Website are illustrated on the webpage www.cotonella.com, as described in the relative information page. Nevertheless, the picture illustrating each Product is not necessarily the exact image of every Product: there could be a variation in colour, size and finishing.

1.4 The Online Sales service, governed by this Agreement, is exclusively available to sales delivered within the Italian territory.

1.5 The Company reserves the right to modify this Agreement at any time; nevertheless, any sale completed before modification of the Agreement shall be subject to the conditions of the former Agreement, including the prices and/or particular promotions.

2. Stipulation of the Agreement

2.1 The Agreement between the Parties can only be stipulated through the Company's Internet Website, by access of the Purchaser to the address www.cotonella.com, where, following the indicated procedure, the Purchaser shall be guided to submitting the purchase request for Products as indicated at clauses 1.1, 1.3 and 1.4

3. Obligations of the Purchaser

3.1 The Purchaser shall pay the price of Products purchased and any accessory cost, such as delivery costs, within the time-frames and in the manner indicated in the Online Sales Agreement.

3.2 On conclusion of the online purchase procedure, the Purchaser shall print and/or keep these general terms which, he/she would have already read and accepted as a compulsory part of the purchase process, and shall also print out the specifications of the purchased pro-

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duct in full compliance with Articles 52 and 53 of Law Decree No. 206/05.

3.3 The Purchaser is strictly prohibited from inserting false and/or invented and/or fictional personal details and emails in the registration process required for activating the procedure enabling the conclusion of this Agreement. The details must be the actual and real personal details and not those of other persons.

4. Conclusion and Validity of the Agreement

4.1 The Agreement is concluded through the precise completion of the request form and the express consent to purchase indicated through the online procedure, that is, by means of the completion of the form annexed to the online electronic catalogue found at the address www.cotonella.com > shopper > conclude the purchase and submission of the form, always after viewing a webpage providing the order summary containing the details of the Purchaser and the order, the price of the Product purchased, the delivery cost and any other applicable accessory costs, the procedure and terms of payment, the delivery address of the goods, a copy of this Agreement and an indication of the right of rescission.

4.2 When the Company receives the order from the Purchaser it sends a printable confirmation email with a summary of the order and all details indicated in the previous clause, except for a copy of the Agreement.

4.3 The agreement concluded between the Company and the Purchaser shall only be concluded with the, even partial, acceptance of the order by the Company. Unless the Purchaser is somehow otherwise notified, acceptance by the Company shall be tacit.

4.4 The ownership of the Products shall vest in the Company until full payment by the Purchaser of the purchase price, including payment of delivery costs, taxes and any other accessory costs (where applicable).

4.5 By submitting an order, the Purchaser declares that he/she has read all notifications provided during the purchase procedure and full acceptance of the Agreement.

4.6 The Agreement shall not be concluded and valid between the Parties in default of the provisions of the previous clause.

5. Prices

5.1 The prices of the Products offered up for sale on the Internet Website are applicable within the context of distance selling and could differ from retail prices or the average market prices applicable for products.

5.2 All sale prices for products displayed and indicated on the Internet Website are expressed in Euro and constitute an offer to the public in terms of the provisions of Article 1336 of the Civil Code.

5.3 The sale prices, as indicated in the previous clause, are inclusive of VAT.

5.4 Delivery costs and any accessory costs (where applicable) shall be indicated and calculated in the purchase procedure before submission of the order by the Purchaser.

5.5 The Company may change the Products' sale prices, delivery costs and any accessory costs at any time without warning. However, any order received before the change in price shall be charged at the value of the previous prices.

6. Payment

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- 6.1.1 Every payment made by the Purchaser can only be made in one of the following methods: online credit card payment or cash on delivery.
- 6.1.2 With reference to payment by credit card, through the completion of the relative form on the Internet Website, the Purchaser authorises the Company to use his/her credit card and debit the same with the value of cost, including taxes, transport costs, bank charges and any compulsory accessory costs.
- 6.1.3 All orders shall be paid in Euro, including taxes, transport costs, bank charges and any compulsory accessory costs.
- 6.1.4 The Company shall send the invoice and fiscal receipt with the Products purchased.
- 6.1.5 The issue of the fiscal document shall be done on the basis of the details provided by the Purchaser in the order. No change is possible after issue of the relative fiscal document.
- 6.1.6 The Purchaser shall carefully verify the details indicated upon submission of order since these shall be used for accounting purposes
- 6.1.7 Any refund to the Purchaser shall be done through one of the procedures proposed by the Company and chosen by the Purchaser. The following are some, non-exhaustive, examples of refund methods: reversal of the sum paid, a voucher redeemable in future purchases made on the Internet Website ... The refunds shall be recognised or re-credited within 30 (thirty) days from acceptance thereof and from exercise of the right of rescission in terms of Article 10.6 of the Agreement
- 6.1.8 All communications relative to payment take place through a special Company line for the purpose protected by means of an encryption system. The Company guarantees the confidentiality of this information through compliance with the applicable law on protection of personal data.

7. Product Availability

- 7.1 The Products on sale over the Internet Website are available during the entire time when published and within the limits of warehouse stock.
- 7.2 By means of the telematic system, the Company ensures the processing and issue of orders received in the shortest time possible, depending upon the workload of the Company and stock availability.
- 7.3 If there is a total or partial unavailability of the product after submission of the Order by the Purchaser, the latter shall be immediately informed of the unavailability of the Product and the total or partial cancellation of the Order by the Company using the most appropriate means.
- 7.3.1 In the case of total cancellation of the Order:
- 7.3.1.1 The Purchaser shall be informed of the total cancellation of the Order
- 7.3.1.2 The Company shall reverse all sums paid by the Purchaser for the cancelled Order
- 7.3.2 In the case of partial cancellation of the Order:
- 7.3.2.1 The Purchaser's order shall be partially confirmed and the price shall only be paid for available products as indicated in the Order Confirmation email.
- 7.3.2.2 The Purchaser shall be informed of the partial cancellation of the Order
- 7.3.2.3 The available products shall be delivered to the Purchaser

8. Delivery of Goods

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- 8.1 The Products ordered by the Purchaser on the basis of this Agreement shall be delivered to the address indicated by the Purchaser as the Order delivery address.
- 8.2 The ordered goods shall be sent within the regular delivery times which can be extended for acceptable periods if the Product is temporarily unavailable, which period cannot exceed 30 (thirty) days from that following the date of submission of order by the Purchaser, unless otherwise agreed by the Parties.
- 8.3 No deliveries shall be made outside the Italian territory.
- 8.4 The Purchaser may cancel an order provided he/she informs the Company before delivery.
- 8.5 The delivered Products shall be controlled and delivered to the courier without defect. The Company shall not be responsible for damages and shall not provide a replacement or effect any repair unless an indication is made in the acceptance of delivery form, containing the complaint on the courier delivery report (that which is kept by the deliverer) using the terms "damaged goods", "accepted subject to verification", "packet accepted with reservations", or similar terms which indicate or presume damage. Any complaint shall be immediately pointed out by the deliverer and sent to our electronic address shop@cotonella.com and the courier's headquarters of the relative area.
- 8.6 The delivery costs can be seen on the summary page of the orders on the Internet Website.

9. Limitation of Responsibility

- 9.1 The Company shall not be held responsible for inefficiencies resulting from force majeure, should it fail to process the order within the time-frames laid down by the agreement.
- 9.2 The Company shall, except in the case of wilful misconduct and gross negligence, not be held responsible against the Purchaser, for inefficiencies or malfunctioning resulting from use of the internet and which are beyond its control.
- 9.3 Furthermore, the Company shall not be responsible for damages, losses and costs incurred by the Purchaser following the non-conclusion of the agreement for reasons for which it is not responsible; the Purchaser shall only be entitled to a full refund of the purchase price paid and any accessory costs incurred.
- 9.4 The Company shall not assume any responsibility for fraudulent and illegal use by third parties, of the credit cards, cheques and other means of payment, upon payment of the Products purchased, provided it proves the implementation of all possible precautions, adopted on the basis of the best known skill, experience and due diligence.
- 9.5 Under no circumstances may the Purchaser be held responsible for delays or problems in payment should he/she prove that the payment was made within the time-frames and in the manner indicated by the Company.

10. Right of Rescission

- 10.1 The Purchaser shall be entitled to rescind the Agreement, without incurring any penalty and providing reason therefore, within 10 (ten) working days, calculated from the date of receipt of the purchased item.
- 10.2 Should the Company have failed to satisfy the obligation of giving information on the existence, procedure and time-frames applicable for the return or withdrawal of the Products in

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the event of exercise of the right of rescission laid down by Art. 52 of the Consumers' Code, the term for exercising the right of rescission shall be that of 90 (ninety) days and shall run from the date of receipt of the Products by the Purchaser

10.3 Should the Purchaser decide to exercise the right of rescission, he/she shall inform the Company by means of registered letter with return receipt sent to the address Cotonella S.p.A. via Nazionale 135, 25040 Malonno (BS), or by means of electronic mail to the email address shop@cotonella.com, provided that such notification is confirmed by the sending of a registered letter with return receipt to the above-indicated address within the following 48 (forty eight) hours. The postmark date shall be proof of receipt between the Parties. For the purpose of exercise of the right of rescission, no notification is necessary where the return of the acquired item is done under the same terms. The postmark date of the post office or the courier shall be proof of dispatch between the Parties.

10.4 Nevertheless, the return of the Products shall take place within 30 (thirty) days from date of receipt at the latest. However, to be entitled to full reimbursement of the purchase price paid, the Products shall be returned in full and in a regular state of preservation, including boxes, packets, parcels and all packaging in general, with the sole exception of the delivery box of the order.

10.5 The only costs due by the Purchaser for the exercise of the right of rescission in terms of this clause shall be the delivery costs for return of the Products to the Company.

10.6 The Company shall reimburse the full sum paid by the Purchaser without charge within 30 (thirty) days from notification of rescission.

10.7 Upon receipt of notification of the exercise of the right of rescission by the Purchaser, the Parties to this agreement shall be released from all reciprocal obligations, subject to the conditions laid down by the previous paragraphs of this clause.

11. Resolution of the Agreement and Express Termination Clause

11.1 The obligations undertaken by the Purchaser at Art. 3 above (Obligations of the Purchaser), and the guarantee of payment due by the Purchaser, are substantial obligations of this Agreement; therefore, the Parties expressly agree that default by the Purchaser of even one of these obligations shall bring about the legal termination of the agreement in terms of Article 1456 of the Civil Code, without the requirement of any judicial decree, without prejudice to the Company's rights to take legal action for reimbursement of any additional damage.

12. Data Protection and Processing of Personal Data

12.1 The Company protects the data of the Purchasers and guarantees that the processing of data shall be done in compliance with the data protection regulations laid down by the Law Decree dated 30th June 2003, no. 196

12.2 The general and fiscal personal details acquired directly and/or through others by the Company, the Data Controller, are gathered and processed in paper, electronic, telematic format according to the processing procedures for the purpose of registering the order and activating, in relation to the customer, the procedure for execution of this Agreement and the relative necessary notifications, over and above the fulfilment of any legal obligations and to allow for the efficient management of the commercial relations to the extent required for completion of the service requested in the best manner possible (Art. 24, paragraph 1, letter b, Law Decree

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12.3 The Company shall process the data and information transmitted by the Purchaser in a confidential manner and shall not disclose it to unauthorised persons, or use it for purposes different to those for which it was gathered and shall neither transmit this to third parties. This data can only be disclosed upon request of a judicial authority or other legally authorised authority.

12.4 The personal data shall, subject to the stipulation of a confidentiality agreement for the data, only be disclosed to persons entrusted with the execution of the operations necessary for execution of the stipulated agreement and shall be exclusively transmitted for this purpose.

12.5 The Purchaser shall enjoy the rights laid down by Article 7 of Law Decree 196/03, namely, the right to obtain

12.5.1 the updating, rectification or, where interested, integration of data;

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

12.5.3 Certification that the operations indicated at clauses 17.1 and 17.2, including their content, were brought to the attention of the persons to whom the data was transmitted or disclosed, except where this is impossible or where the means adopted is manifestly disproportionate in relation to the right protected. The data subject shall have the right to object, in whole or in part:

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

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

12.6 The provision of personal data by the Purchaser is compulsory for the proper and timely execution of this Agreement; the refusal to provide such data shall result in the impossibility of executing the Purchaser's order.

12.7 Nevertheless, the data gathered shall only be kept for the time necessary for the completion of the purpose for which it was gathered or subsequently processed. Moreover, they shall be deleted in a secure manner.

12.8 The Company is the Data Gatherer and Controller and the Purchaser may address any requests to its headquarters.

13. Archiving Procedure

13.1 In terms of Art. 12 of Law Decree No. 70/03, the Company shall inform the Purchaser that every order submitted is saved in digital/paper format on the server/at the Company's headquarters in compliance with confidentiality and security standards.

14. Amendments

14.1 The Company may change this Agreement at any time, through publication of the updated version, time and again, on the website www.cotonella.com

14.2 Any new clauses shall apply to sales made after publication of the relative amendments

15. Applicable Law

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15.1 This Agreement shall be governed by Italian law. Unless otherwise expressly indicated, these terms shall apply in combination with the provisions of Law Decree 50/92 and Law Decree 206/05.

16. Jurisdiction

16.1 Any dispute which may arise in relation to the application, execution, interpretation of this Agreement concluded online over the website www.cotonella.com shall be subject to Italian jurisdiction

16.2 Disputes arising between the Parties in relation to this Agreement shall fall within the jurisdiction of the Court of the residence or domicile of the Purchaser, if residing in the State.

16.3 Where the Purchaser's residence or domicile are outside the State, jurisdiction shall fall within the competence of the Court of Brescia, Italy.

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