TERMS AND CONDITIONS OF USE AND SALE

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The terms and conditions of use and sale set out below ("**Conditions**" or "**GTC**") indicate, in compliance with the applicable regulations, including those protecting consumers, the conditions and methods by which any person ("**Customer(s)**" or "**User(s)**") may use the e-commerce website at the domain https://www.villadorica.it/ ("Site"), proceed with the online purchase of the Products sold on the Site or proceed with the purchase of the Products, by offer and confirmation of the offer, following the submission of a quotation request.

The Site is managed and updated by Villa Dorica di Orciani Luca VAT No.: 02763190424, with registered office at Strada Monte D'Ago n. 63 – 60127 Ancona, registered with the Chamber of Commerce of Marche under R.E.A. No. AN – 213175 ("**Seller**" or "**Villa Dorica**"), acting in its capacity as a professional.

1. Scope of Application

1.1 The Site is dedicated to retail sales and, as such, is intended primarily for use by Users who qualify as consumers under the applicable legislation.
However, professional users may also purchase Products through the Site by indicating their VAT number when submitting the order, or by requesting a quotation from Villa Dorica. In such case, the provisions under section A) of these GTC (articles 7 to 11) shall not apply, while the provisions under section B) of these GTC (articles 12 to 15) shall apply.
1.2 These Conditions also govern the sale of products ("Products") carried out by the Seller on the Site, as well as sales that take place following contact by email pursuant to articles 3.8 and 3.9 below.
1.3 These Conditions shall also apply even if they are not expressly referred to.
1.4 Any agreement deviating from these GTC shall be effective only if expressly accepted by Villa Dorica in writing.
1.5 Under no circumstances shall Villa Dorica be bound by any general terms and conditions of the Customer.

2. Conditions of Use of the Site

2.1 Access to, use of, browsing on the Site and any other enjoyment of the Site are activities governed by these Conditions. Visiting the Site, as well as purchasing the Products promoted therein, implies knowledge and acceptance of these Conditions. With regard to the processing of personal data, please review the Privacy Policy and Cookie Policy published on the Site. If the User does not intend to accept, in whole or in part, these Conditions, the User is invited to leave the Site and not to use it or purchase the Products.
The Seller provides no guarantee regarding, by way of example and without limitation, the quality, proper functioning, absence of interruptions or suitability of the Site for a specific purpose or result identified and/or predetermined by the User.
2.2 The use of the Site must and may be carried out exclusively by persons over 18 years of age. By using the Site, the User declares that he/she is over 18 years of age and is required to provide correct and truthful information in this regard. The User is solely responsible for the truthfulness, accuracy and completeness of the personal information provided, including that required to create an account and obtain credentials to access the account and the restricted sections of the Site. Each User shall be responsible for any communication of information and/or data made, as well as for any use of the Site not compliant with the principles of transparency, fairness and good faith.
2.3 In order to register on the Site and/or proceed with the purchase of the Products, Users are required to provide personal information (such as first name, last name, address, email, telephone number) for the creation of a personal restricted-access profile ("Account"). The information provided must be correct and truthful and must be constantly and promptly updated in the event of changes.
Each registered User is required to keep the access credentials to his/her Account confidential, promptly notifying the Seller of any breach relating to the access credentials to his/her Account and/or any unauthorized use of the Account or unauthorized access thereto.
2.4 The Seller may request further information from the Customer to verify his/her identity. In this case, the User will be contacted by email or by telephone.

3. Products

3.1 All information and data regarding the Products shown on the Site, and/or in other Seller documents, are indicative and illustrative.

3.2 It is the Customer's responsibility, before submitting the order through the Site or the quotation request, to ensure that the Products are suitable for the purpose and/or specific use for which he/she intends to purchase them and that they comply with the regulations of the place where he/she intends to receive and use them in any way.

3.3 The Products, as well as the accessories supplied, comply with the provisions of the legislation applicable in the European Union and with UNI ISO 1090-1. If the Customer needs to receive Products bearing the CE Marking or certificates of usability or of another nature in relation to the Products, he/she must request such certifications from Villa Dorica when submitting the order or quotation request. Failing this, Villa Dorica cannot guarantee the supply of such documentation.

3.4 If the Customer intends to use the Products outside the European Union, he/she must notify Villa Dorica in writing, at the time of submitting the order or quotation request, of the rules and provisions diverging from European legislation applicable to the Products and in force in the Country where the Products are to be imported and/or used.

3.5 The Seller, even after acceptance of the order, may make any changes to the Products that it deems necessary and/or appropriate, provided that the change does not alter their essential characteristics.

3.6 Any requests to modify the characteristics of the Products by the Customer, submitted after the conclusion of the contract or after installation of the Products, may be accepted or rejected by Villa Dorica at its sole discretion. If accepted, for the execution of the requested modifications Villa Dorica may charge the Customer any applicable price differences up to a maximum of 20% (twenty percent) of the total contract price. Further price differences must be estimated and accepted in writing by the Customer before the modification is carried out.

3.7 The production characteristics of the Products set out in the Order Confirmation shall be deemed subject to the tolerance provided for by trade practice and in any case to a tolerance equal to 20% (twenty percent) of the total value of the contract.

3.8 If the User intends to request customized Products or quantities greater than those purchasable through the Site, he/she may send the relevant request by email to info@villadorica.it or by calling +39 071 85379, in order to receive a specific quotation by email.

3.9 Furthermore, if the User intends to purchase greenhouses, gazebos or winter gardens, which require custom design and an executive project, or intends to receive delivery in Countries other than those indicated in the FAQ section pursuant to article 4.2, he/she may send an email to info@villadorica.it to obtain a specific quotation.

3.10 In the cases referred to in articles 3.8 and 3.9, the provisions of these GTC shall in any case apply, taking into account the User's status as consumer or professional.

4. Purchase Method – Order and Order Confirmation – Vouchers and Discounts

4.1 In order to purchase the Products, the User will be invited, alternatively, to: (i) register on the Site and create an Account by providing the required data, or (ii) log in, if the Customer already has an Account, or (iii) provide only the data necessary to complete the order and allow performance of the contract, without registering. It is possible to make purchases in the languages indicated at the top right of any page on the Site, namely Italian and English. Purchase of products can be also requested via email to Villa Dorica.

4.2 The Site can be accessed from all over the world. However, the Products available on the Site may be purchased only by Users requesting delivery in the countries indicated in the FAQ section and pursuant to article 5 below. Any exceptions or further limitations regarding delivery of certain Products are indicated on the Product page itself.

4.3 The display of Products on the Site constitutes merely an invitation to make a purchase proposal addressed to Users of the Site and does not constitute a binding offer for the Seller. The order placed by the User is therefore a contractual purchase proposal addressed to the Seller for the Products listed therein, each considered individually. Upon submission of the order, the Seller sends a communication confirming receipt

of the order. The purchase order is governed by these Conditions, which the Customer, by submitting the order to the Seller, accepts in full and without reservation.
4.4 If it intends to confirm the order, the Seller shall send the Customer an order confirmation communication by email, to the email address provided by the User ("Order Confirmation"). The Order Confirmation shall contain the order number, the price, the description of the Products, inclusive of taxes and shipping costs, as well as information on the indicative date of delivery of the Product and all other information required by law. The Customer undertakes to verify the accuracy of all personal data contained in the Order Confirmation and to promptly notify the Seller of any corrections and/or changes to be made. The order placed and therefore the sales contract shall be binding on the Seller only upon sending of the Order Confirmation.
4.5 Acceptance and fulfilment of submitted orders are subject to the actual availability of the Products at the time of receipt of the order proposal.
The Seller expressly reserves the right not to accept the order for any reason. In the event of non-acceptance of the order, the Seller shall promptly notify the Customer.
4.6 Any vouchers or discount codes cannot be combined with other promotions or discounts. Each voucher or discount code may be used only once and for purchases made with the same account in whose favor they were issued.
4.7 In the cases referred to in articles 3.8 and 3.9, following evaluation of the supply request received from the Customer, Villa Dorica shall send the Customer the supply and services offer ("Villa Dorica Offer"), including therein the project specifications, the description and prices of the Products, the documentation relating to the Products and, if applicable based on the nature of the Product.
4.8 The Villa Dorica Offer shall be considered accepted by the Customer and binding on the latter ("Order Confirmation") when:

a) the Customer expressly confirms it in writing or tacitly sends Villa Dorica the Villa Dorica Offer signed by the Customer within the validity term of the offer indicated in the offer itself, or
b) the Customer, within the aforesaid term, proposes changes to the order and Villa Dorica accepts said changes within the following 10 (ten) working days.

4.9 In any case, the supplies shall include only what is indicated in the Order Confirmation.
4.10 If the nature of the Product requires it, following the Order Confirmation, Villa Dorica shall send the executive project ("**Executive Project**"), which must be approved and signed by the Customer for acceptance.

5. Price – Delivery – Inspection of Products
5.1 The price of the Products is the one indicated on the Site. The prices indicated on the Site include packaging costs, VAT (where applicable) and any indirect taxes (where applicable), while they do not include shipping costs, which are calculated before the sending of the Order Confirmation and indicated therein. The price indicated in the Order Confirmation is always net of any other charge or sales tax, which the Customer hereby undertakes to pay, if due, in addition to the price indicated in the Order Confirmation.
5.2 The Customer shall pay the Seller the total price, as stated in the Order Confirmation.
If payment of a deposit is required, the Customer must pay the deposit within 5 (five) days from the date of the Order Confirmation and the balance within 10 (ten) days from the date of the communication by which Villa Dorica informs that the goods are ready for delivery and requests payment of the balance.
5.3 The Seller delivers the Products in Europe and in the other countries indicated in the FAQ section, and within the agreed terms. The delivery times indicated on the Site are indicative and not binding on the Seller.
5.4 The Products shall be delivered using the delivery method indicated in the Order Confirmation to the address indicated by the Customer within the term indicated in the Order Confirmation. Delivery is made to street level. For purchases executed through the Website, the delivery will be executed no later than 90 (ninety) days.
5.5 Unless otherwise agreed in the Confirmed Order, the prices of the Products stated in the Order Confirmation are intended in Euro, excluding VAT and for deliveries made in accordance with Incoterms® 2020 ICC DDP - place of installation indicated in the Order Confirmation. It is the Customer's burden, care and responsibility to organize the unloading of the Products at the place of delivery, including unloading with crane arm.
5.6 Upon receipt of the Product, the Customer is required to verify that the Product and the packaging are intact. Since damage to the Product causes the loss of the right of withdrawal, if the Product and/or the packaging are damaged and the Customer intends to reserve the right to exercise the right of withdrawal,

he/she must be able to prove that the damage pre-existed and is attributable to transport. To this end, the Customer must photograph the packaging and/or the Product upon receipt and have a wording relating to the damage to the packaging and the wording of reservation to inspect the Product placed on the carrier's delivery note.
5.7 In the case of a clearly damaged Product, the Customer may refuse delivery of the Product, taking care to take photographs of the packaging and/or the damaged Product.
The Customer must notify the Seller of any damage occurring to the Product during transport within 3 (three) days from receipt of the Product itself by writing an email to info@villadorica.it and attaching the relevant photographs.

6. Payment – Delay in Payment

6.1 Payment may be made by bank transfer, credit card, Paypal, or through other payment methods indicated in the FAQ section. Payment for the Products must always be made in advance of shipment and/or delivery of the Products and in accordance with what is established in the Confirmed Order.
Any expenses or ancillary costs of any kind, deductions and/or expenses relating to letters of credit, bank guarantees, collections, negotiation of bank documents are borne by the Customer.
6.2 Unless specifically agreed otherwise in writing, the Customer expressly accepts that the Seller may commence performance of the contract and delivery of the Product only after the full price of the purchased Products has been credited to the Seller's bank account.
6.3 If payment is made by credit card or Paypal, the transmitted data will be sent in protected mode, through encrypted data transfer with a 128-bit SSL (SecureSocketLayer) system. Such data are not accessible even to the Seller.
6.4 Payments shall be deemed made by the Customer only when the relevant amount has been credited to Villa Dorica's bank account.
6.5 In the event that the Customer is late with payments, he/she shall be required to pay the default interest applicable by law, without Villa Dorica having to formally send a notice of default. Villa Dorica is also exempted from performance of its obligations until the overdue payments are received.
6.6 If the Customer is late in making payment, Villa Dorica may, upon written notice to the Customer, suspend deliveries still to be made or the performance of the other activities possibly provided for in the Order Confirmation, until the amounts due and the related default interest have been paid. If such amounts and interest remain unpaid after 15 (fifteen) working days from the aforesaid communication, Villa Dorica may also, at its discretion, cumulatively and in addition to any other right or remedy available to it under the law or these GTC:
demand immediate payment of any outstanding debt – even if payment by instalments or deferred payment has been agreed and/or bills of exchange, promissory notes, cheques or other payment instruments have been issued and are falling due – or, alternatively, terminate the relevant sales contract and definitively retain any sums already received in relation to such contract and to other sales contracts, offsetting the Customer's debt against all payments received;
make future deliveries of the Products only upon advance payment;
revoke discounts and bonuses agreed between the parties.
6.7 The rights referred to in article 6.6 above may be exercised by Villa Dorica at any time also in the event that the Customer:

a) is subject to liquidation, insolvency, bankruptcy, debt restructuring proceedings or enforcement actions; or
b) loses, in whole or in part, its insurance reliability; or
c) is in a state of financial difficulty suitable to cause prejudice to the regular fulfilment of its payment obligations, resulting, by way of example and without limitation, from protests, reduction of guarantees granted and/or failure to provide promised guarantees, as well as from the occurrence of any unpaid amount, even if such circumstances have occurred within the context of the relationships between the Customer and its other suppliers.

6.8 The Customer may not invoke any breaches by Villa Dorica nor initiate any legal action against it until every amount due to the Seller pursuant to article 6.5 has been paid in full.

A) Purchases made by consumers

If the User qualifies as a consumer, the provisions of these GTC shall apply and, in particular, the provisions under this section A), to the exclusion of those under section B) below.

7. Right of Withdrawal in favor of the consumer

7.1 Without prejudice to the cases of exclusion referred to in article 7.6 below and any additional ones possibly provided for by law, the Customer acting as a consumer has the right to withdraw from the relevant sales contract, without giving any reason, within 14 days from the day on which delivery of the Product took place, namely the day on which the Customer, or a third party other than the carrier, acquires physical possession of the goods. The right of withdrawal may no longer be exercised once 14 days have elapsed from the date of delivery.

7.2 The withdrawal notice may be sent to the Seller by any means, including registered letter with acknowledgment of receipt, email, certified email. To ensure certainty of receipt and a prompt response, we invite the Customer to exercise the right of withdrawal by sending the request to info@villadorica.it using the form downloadable here, attaching photographs of the products in order to allow a preliminary verification of the admissibility of the withdrawal request with respect to the condition of the Products.

7.3 After sending the withdrawal notice, the Customer must return the Products to the following address: Villa Dorica di Orciani Luca, Strada Monte D'Ago n. 63, 60127 Ancona (AN), Italy. The Customer must, at his/her own expense, return the Product no later than 14 (fourteen) working days from the date of sending the withdrawal notice. In cases where the Product cannot be returned by postal system, the Seller shall arrange collection of the Products to be returned. The return costs shall be equal to the amount of the delivery costs indicated in the order. Even when the Seller itself arranges collection of the Product to be returned, the return costs of the Product are borne by the Customer.

7.4 The right of withdrawal may be exercised in relation to a Product purchased in its entirety. It is not possible to exercise the right of withdrawal only for part of the purchased Product.

7.5 The Customer is responsible for any diminished value of the Products resulting from handling other than that necessary to establish their nature and characteristics or from damage to them.

In the event of exercise of the right of withdrawal, the Customer must return the Products intact, sealed and complete with all their elements and accessories (including labels, leaflets, warranty seals, films, unaltered tags), together with instructions, technical sheets, notes, manuals and/or other attached documents, original packaging and wrapping and the warranty certificate, if any.

7.6 The Customer does not have the right to exercise the right of withdrawal for Products customized in size, color, or in the event of application of writings and/or initials or in any other case of customization of the Product compared to the standard ones present on the Site.

For such customized Products, the right of withdrawal is expressly excluded.

The Customer shall moreover forfeit the right of withdrawal in the event of:

a) exercise of the right of withdrawal beyond the terms provided above;
b) return of the Product by the User beyond the term of 14 (fourteen) days from the notice of exercise of the right (the date of shipment of the Product shall prevail for this purpose);
c) absence or lack of integrity of the warranty seals, films, labels and/or original external and/or internal packaging;
d) handling other than that necessary to establish the nature and characteristics of the Products referred to in article 7.5 above;
e) damage, wear, use of the Products;
f) all other cases provided for by law.

7.7 The Seller shall verify the legitimacy of the exercise of the right of withdrawal as well as the condition of the returned Product.

If the Customer has legitimately exercised his/her right of withdrawal, the Seller shall reimburse the Customer for the price of the Product and the standard shipping costs. If, at the time of purchase, the User has opted for a delivery method other than standard delivery, the difference of cost between the delivery method chosen by the Customer and the standard one shall be borne by the Customer. If the Customer has not legitimately exercised the right of withdrawal and/or should be deemed to have forfeited the right of withdrawal pursuant to the above, the Seller shall return the Product in question to the Customer, without refunding the relevant

price and charging the consequent costs of re-delivery of the Product, for an amount equal to the shipping costs indicated in the Order Confirmation.
7.8 Without prejudice to the above, the Seller shall reimburse the Customer for the price of the Products for which he/she has legitimately exercised the right of withdrawal, within a maximum term of 14 (fourteen) days from the date of return of the Product, using the same payment method used by the Customer for the purchase, unless otherwise indicated in writing by the Customer. The refund is suspended until receipt of the Products subject to return by the Seller or until the Customer has demonstrated that he/she has sent back the Products, if earlier.
The term for actual receipt of the refund by the Customer may be longer depending on the payment circuit used for the payment, which shall be the same as that used for the refund.

9. Warranty on Products in favor of the consumer
9.1 The Seller guarantees to the Customer that the Products supplied shall conform to the Order Confirmation. The Products sold are artisanal and unique products. Imperfections of the Products and/or of the color and/or material attributable to the artisanal nature of the Product are excluded from the warranty.
9.2 The Products must be stored in a cool and dry place and protected from heat sources and direct light as well as in accordance with the instructions provided with the Product, based on its nature. This warranty shall apply to intact Products correctly stored according to the indications provided with the Product itself or the indications generally applicable in consideration of the nature of the Product itself.
9.3 The application of any warranty is excluded in the event of use and/or storage of the Product not compliant with the nature of the Product itself and/or the instructions/warnings provided by the Seller in this regard and/or in the absence of the purchase receipt or other proof of purchase.
9.4 Without prejudice to articles 5.6 and 5.7 above, in the event of discrepancies or defects in the Product that appear within two years from delivery of the Product, the consumer User is entitled to the warranty provided under the Consumer Code and, in particular, is entitled to:

a) repair or replacement of the Product unless the remedy is impossible or entails disproportionate costs for the Seller pursuant to the Consumer Code; alternatively
b) a proportional reduction of the price according to the non-conformity or defect, if it is not possible to repair or replace the Product or if this is excessively onerous for the Seller; or
c) termination of the contract.

9.5 The User is not entitled to the warranty in the event of minor defects in the Products.

10. Liability for damage caused by defective Products towards the consumer
10.1 With regard to any damage caused by the Products, the relevant provisions of the Consumer Code shall apply.
10.2 The Seller may not be held liable in relation to damage caused to property and/or persons resulting from and/or attributable to use and/or storage of the Product differing from the indications provided by the Seller itself or not compliant with the nature of the Product itself.
Therefore, to the fullest extent permitted by law, the Customer shall indemnify and hold harmless the Seller from any liability whatsoever, none excluded and/or excepted in this regard.

11. Applicable Law and Dispute Resolution with the consumer
11.1 These Conditions are governed by Italian law and shall be interpreted on that basis. Consequently, the interpretation, performance and termination of these Conditions and of the contracts concluded on the basis thereof are subject exclusively to Italian law.
11.2 The Seller is always available to seek an amicable solution to disputes that have arisen, through the contacts indicated in the preceding points. Furthermore, the User is informed that, pursuant to article 14 of EU Regulation No. 524/2013 and the ODR resolution under Statutory Instrument No. 500/2015 in force since 15 February 2016, the European Commission has established an online platform for the resolution of ODR ("online dispute resolution") disputes arising from the online purchase of goods accessible at the following link: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage
Through the ODR platform, it is possible to consult the list of ODR bodies, find information and the contact

link in relation to each of them and start an online dispute resolution procedure. More information on the platform is available at the following link: https://webgate.ec.europa.eu/odr
11.3 The Customer's right to apply to the ordinary court having jurisdiction over the dispute arising from these Conditions is unaffected, regardless of the outcome of the out-of-court settlement procedure described above, as well as the possibility, where the conditions exist, of promoting an out-of-court resolution of disputes relating to consumer relationships by resorting to the procedures set out in Part V, Title II-bis of the Consumer Code (Legislative Decree No. 206/2005).

B) Purchases made by professionals
If the User is a subject not qualifying as a consumer because he/she intends to purchase the Products in connection with his/her professional activity and/or requests issuance of an invoice, the provisions under this section B) shall apply to the exclusion of those under section A) above.

12. Right of Withdrawal in favor of the professional
12.1 The Customer acting as a professional does not have the right to withdraw from the relevant sales contract.

13. Warranty on Products in favor of the professional
13.1 The Seller guarantees to the Customer that the Products supplied shall conform to the Order Confirmation. The Products sold are artisanal and unique products. Imperfections of the Products, of the color, of the material and/or resulting from assembly activities attributable to the artisanal nature or, in the case of greenhouses and gazebos and winter gardens, to the very nature of the Product, being outdoor Products not suitable for creating a dry interior space and whose characteristics and finishes, including those of the frames, are by their nature imperfect and not completely waterproof, are excluded from the warranty.
13.2 The Products must be stored in a cool and dry place and protected from heat sources and direct light and protected from gusts of wind or and from other severe weather elements, as well as in accordance with the instructions provided with the Product, based on its nature.
This warranty shall apply to intact Products correctly stored according to the indications provided with the Product itself or the storage criteria generally applicable in consideration of the nature of the Product itself.
13.3 The application of any warranty is excluded in the event of use and/or storage of the Product not compliant with the nature of the Product itself and/or the instructions/warnings provided by the Seller in this regard and/or in the absence of the purchase receipt or other proof of purchase.
13.4 If the Customer acts as a professional, without prejudice to articles 5.6 and 5.7 above, upon receipt of the Products, the Customer shall have the burden of examining the Products as soon as possible and, under penalty of forfeiture of this warranty, of reporting:

a) within no more than 8 (eight) days from receipt, any evident defects and non-conformities of the Products;
b) within 8 (eight) days from discovery, any latent defects and non-conformities of the Products;

sending the Seller an indication of the defect and/or non-conformity found, accompanied by the relevant documentation proving the right to the warranty, namely: (i) at least one photograph of the allegedly defective Product or its effects, (ii) details of the Order Confirmation sent by the Seller and (iii) the purchase receipt.
13.5 Following receipt of the request, the Seller shall assess the defects and non-conformities reported by the Customer. After having carried out the quality checks aimed at verifying the actual non-conformity of the Product, the Seller shall decide, at its discretion, whether to authorize the return of the Products by providing the Customer with a response by telephone or by email to the address provided by the latter or whether to propose reimbursement, in whole or in part, of the price paid depending on the discrepancy and defect.
Any authorization to return the Products shall in no way constitute acknowledgment of defects or non-conformities, the existence of which must be ascertained after the return. If, following such ascertainment, the Products are found not to be covered by warranty, the Seller shall return the Products in question to the Customer, without refunding the relevant price and charging the Customer any return costs incurred identified pursuant to article 5.5.
13.6 The Products for which the Seller has authorized the return must be returned by the Customer to the Seller, together with a copy of the communication authorizing the return, within 14 (fourteen) days from the

report of the defect or non-conformity, to the following address: Villa Dorica di Orciani Luca, Strada Monte D'Ago n. 63, 60127 Ancona (AN), Italy.

14. Liability for damage caused by defective Products in favor of the professional

The Seller may not be held liable in relation to damage caused to property and/or persons resulting from and/or attributable to use and/or storage of the Product differing from the indications provided by the Seller itself or not compliant with the nature of the Product itself. Therefore, to the fullest extent permitted by law, the Customer shall indemnify and hold harmless the Seller from any liability whatsoever, none excluded and/or excepted in this regard.

15. Applicable Law and Dispute Resolution with the professional

15.1 These Conditions are governed by Italian law and shall be interpreted on that basis. Consequently, the interpretation, performance and termination of these Conditions are subject exclusively to Italian law.

15.2 The Seller is always available to seek an amicable solution to disputes that have arisen. For this purpose, the parties agree that they shall submit all disputes arising from these GTC or from contracts concluded on the basis thereof or connected thereto to the mediation attempt governed by the Fast Track Mediation Rules of the Milan Arbitration Chamber, which the parties expressly declare they know and accept.

15.3 In cases where the Customer acts in the exercise of its entrepreneurial, commercial, artisanal or professional activity, the parties mutually establish that:

a) if the Customer has its registered office in the European Union, exclusive jurisdiction for the resolution of disputes shall lie with the Court of Ancona;

b) if the Customer has its registered office outside the European Union, all disputes, including non-contractual disputes, arising from these Conditions or from sales made on the basis thereof, relating or connected thereto, shall be resolved by arbitration according to the Rules of the Milan Arbitration Chamber, by a sole arbitrator appointed in accordance with such Rules.
The arbitration shall have its seat in Ancona and the language of the arbitration shall be English, except where correspondence between the parties has taken place in Italian; in such case the language of the arbitration shall be Italian.

15.4 By way of derogation from article 15.3 above in relation to the Customer purchasing the Products as a professional, only in favor of the Seller is granted the unconditional right to act, as claimant, in the jurisdiction of the place where the Customer is established, before the court having jurisdiction according to the place where the Customer has its registered office.

C) General Provisions

16. Retention of title

16.1 If payment is to be made – in whole or in part – after delivery, the Products shall remain the property of Villa Dorica until full payment of the Price (i.e. payment of the last instalment), pursuant to articles 1523 et seq. of the Italian Civil Code, without prejudice to the transfer of risk in relation to the Products, which shall be governed pursuant to article 5.5 above.

16.2 In the event of default or delay in fulfilling the obligation to pay the price of the Products, Villa Dorica shall have the right to access the premises where the Products are located, to retake possession thereof and to definitively retain, by way of penalty, any amounts already paid by the Customer to Villa Dorica also in relation to other Contracts, without prejudice however to the right to obtain compensation for further damage.

16.3 The Customer undertakes to comply with all necessary formalities such as marking the retention of title on the Products, entering the retention of title agreement in the appropriate register kept at the Court of the place where the Products are located, registering the Contract with the Registration Office, where necessary, and the obligation not to transfer the Products to a place other than the place of delivery in order to make Villa Dorica's retention of title enforceable against third parties.

16.4 Until full and complete payment of the Price, the Customer further undertakes not to transfer the Products, even temporarily, not even for use or lease to third parties, and not to remove and/or transfer them from the installation site, without the prior written consent of Villa Dorica.

17. Town planning obligations - Installation and Assembly – Testing

17.1 Any town planning obligations, assembly and installation of the Products are borne by the Customer. Only if expressly provided for in the Order Confirmation, Villa Dorica shall provide assistance in town planning obligations, through its trusted technicians, and/or installation and assembly of the Products at the place agreed in the Order Confirmation. Otherwise, the Customer shall be responsible for carrying out the town planning, building, condominium or other obligations necessary to proceed with the correct installation and assembly of the Products, at its own care and expense.

Villa Dorica does not carry out testing of the Products following installation. Such activity, if required by the applicable legislation based on the use the Customer intends to make of the Products, shall be carried out under the Customer's responsibility and at the Customer's expense. Villa Dorica makes available samples of the steel material of which the greenhouses are made, so that the Customer may carry out any tests and analyses necessary for such purpose.

17.2 If Villa Dorica is to carry out assembly and installation, it is the Customer's burden to inform Villa Dorica, based on the place where it intends to install the Products and the use it intends to make of them, of the provisions of the applicable legislation for the purposes of assembly and installation at the installation site as well as of any town planning obligations necessary for such purpose. Installation is carried out in accordance with the assembly conditions provided to the Customer together with the Products and is completed with the drafting of an installation report.

17.3 If Villa Dorica carries out installation and assembly of the Products, upon completion of the activities, at Villa Dorica's request, an inspection shall be carried out attended by the Customer and Villa Dorica, to verify the correctness of the installation carried out. The Parties shall issue an installation report certifying the correctness of the installation and assembly carried out.

17.4 In the case of minor defects, especially where these do not compromise the use and value of the Products, the Customer may not refuse to sign the installation report.

In such case, the defects shall be eliminated by Villa Dorica within an appropriate period or, if this is not possible, Villa Dorica shall reimburse the Customer for part of the price corresponding to the decrease in value of the Product, according to the extent and nature of the defect.

17.5 Pursuant to articles 9 and 13, the Customer is required to report in writing to Villa Dorica defects not detectable at the time of the installation report within the time limits provided therein, otherwise they shall be considered accepted. Villa Dorica is not liable for defects reported after expiry of the warranty period.

17.6 If within 1 (one) month from the communication by Villa Dorica referred to in article 17.3 above the parties have not agreed on carrying out the inspection referred to in article 17.3 and such delay is attributable to the Customer, the Products shall be deemed definitively accepted by the Customer upon expiry of the said 1-month period from the aforesaid communication.

17.7 In the event that Villa Dorica is to carry out assembly and installation, the Customer undertakes not to use the Products, without Villa Dorica's written consent, before signing the installation report showing the positive outcome of the assembly and installation.

18. Intellectual and Industrial Property

18.1 The name Villa Dorica and the related "VD" logo are owned by the Seller and registered as a trademark. They may not be reproduced or used, in whole or in part, without the Seller's express written authorization.

18.2 All elements of the Site, whether or not subject to registration or an intellectual property right (photos, Product sheets, descriptions, layouts, etc.), are the exclusive property of the Seller and may not in any way be used by third parties. All drawings, models, trademarks, texts, visual or sound materials, comments, works, illustrations, executive projects relating to the Products, images present and/or reproduced on the Site are protected by the relevant intellectual and industrial property rights, where applicable.

18.3 Any type of reproduction and/or representation by the User or third parties that is not authorized by the Seller shall entail the civil and criminal liability of its author. The User who has a website, blog, social network page or the like and wishes to publish a link directly referring to the Site's homepage must first request authorization from the Seller.

Links referring to the Site and using "framing" or "in-line linking" techniques are prohibited. In any event, any link, even if tolerated and not challenged, must be removed upon simple request by the Seller.

19. Events Outside Our Control

Event Outside Our Control means any act or event beyond the Seller's reasonable control, including by way of example and without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riots, invasion, terrorist attacks or threat of terrorist attacks, war (declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemics or other natural disasters, or failures and/or malfunctions of the Site, related applications and/or public or private telecommunications networks. If an Event Outside the Seller's Control occurs which affects the operation of the Site and/or the performance of the Seller's obligations under these Conditions:

a) the User shall be contacted as soon as reasonably possible to inform him/her;
b) the Seller's obligations under these Conditions shall be suspended and the time for performance of such obligations shall be extended for the duration of the Event Outside Our Control. If the Event Outside Our Control affects the delivery times of your Product, the Seller shall inform the Customer of the new delivery date following resolution of the Event Outside Our Control.

20. Site Security, Exclusion of Liability

20.1 The Seller adopts every technical and organizational measure to preserve the inviolability and security of the Site, and its proper operation.

20.2 By accessing the Site, Users shall be solely responsible for its use, as well as for the enjoyment of the materials contained therein. In particular, the Seller shall not be liable for unlawful use of the Site or, in any case, for use not compliant with the laws in force, except for residual liability in cases of willful misconduct and gross negligence. Materials subject to any download shall be freely downloaded by Users. Any liability for consequent damage to computers, software and/or data loss shall fall on the Users themselves and may not be attributed to the Seller, except in cases of willful misconduct or gross negligence.

20.3 The Seller disclaims all liability for any damage connected with malfunction, suspension, interruption or inaccessibility of the Site (and related contents) attributable to force majeure, unforeseeable circumstances or incorrect use of the Site materials by the Users themselves. Except in cases of willful misconduct or gross negligence, the Seller shall not be liable for possible damage caused by viruses, corrupted files, errors, omissions, deletions attributable to third parties, or in any case connected to the network, provider or telephone and/or telematic and/or electrical connections. Subject to the provisions herein and to the fullest extent permitted by law, the Seller disclaims all liability for damage connected with unauthorized access to the Site by third parties and/or related alterations, as well as, finally, for the failure and/or defective operation of the Users' hardware and software. The Seller shall communicate, with adequate notice on the Site homepage, any scheduled interruptions and/or suspensions of the online services, and, where possible, any further information on Site malfunctions and/or anomalies, and related e-commerce services, capable of prejudicing Users.

21. Amendment and update

The Seller may amend these Conditions unilaterally at any time. The new version shall be notified to Users by publication on the Site, with adequate notice prior to its entry into force. The Seller shall specify the reasons for such amendments, providing any details in this regard to end consumer Users. New versions of the Conditions shall be effective from the date of their publication and in relation to Orders submitted after such date.

Date of publication on the Site and entry into force 2025/08/07
Last update: 2025/08/07