

RULES OF PURCHASE – SALE OF GOODS AT SOGNANDO.CASA ONLINE STORE

1. DEFINITIONS

- 1.1. **Seller – Sognando Casa SRLS** – , company established and operating in accordance with laws of Italy, legal entity code IT08020260967 registered office address Via Pescara 44, 20142, Milan, Italy, VAT code IT08020260967 data about the company collected and stored in the Commercial Register of Italy
- 1.2. **Buyer** – a natural person or legal person purchasing goods and services using the official sognando.casa online store. A natural person needs to reach the age of 18, whereas a legal person needs to be officially incorporated to be considered a Buyer.
- 1.3. **Online Store** – online store accessible at <https://sognando.casa>
- 1.4. **Purchase – Sale Agreement** – agreement on the purchase – sale of goods concluded by the Buyer and the Seller in accordance with the Rules of Purchase.
- 1.5. **Rules** – these rules on distant purchase – sale of goods laying down the rights and duties of the Buyer and the Seller, conditions of purchase of goods and services offered by the Seller and of payment therefore, procedure of delivery and return of goods and services, liability of the parties and other provisions related to the purchase – sale of goods and services at distance

2. GENERAL PROVISIONS

- 2.1. These Rules shall be a binding legal document establishing mutual rights, obligations and liability of the Buyer and the Seller, as well as other provisions related to the sale - purchase of goods and services offered by the Seller, when purchasing goods or services at distance.
- 2.2. The Buyer may purchase goods and services only having accepted the Rules. After the Buyer confirms having read the Rules, he undertakes to comply therewith and to execute them. By purchasing goods and services, the Buyer agrees with the application of the Rules and confirms that he has understood them. If the Buyer did not read and / or understand the Rules or disagreed with them, he cannot purchase goods and services.
- 2.3. The Seller shall have the right to amend the Rules. Amendments to the Rules shall take effect after they are published at the Online Store. If the Buyer uses the Online Store in any way after the publication of amendments to the Rules, he shall be considered to have agreed with all amendments to the Rules. The valid version of the Rules can be downloaded.
- 2.4. The term “Goods” used hereinafter in the Rules shall cover all goods offered within the Online Store, unless explicitly cited.

3. ENTERING INTO THE PURCHASE – SALE AGREEMENT

- 3.1. Registered Buyers only can purchase goods at the Online Store. Before registering, the Buyer shall also read the Online Store’s [Privacy Policy](#). After the Buyer registers on the webpage, he shall be considered to have familiarized himself with the Privacy Policy.
- 3.2. Buyers shall register by completing the registration form and providing the necessary data therein (hereinafter - Registration Data). Buyers themselves shall be responsible for the correctness, secrecy and (or) preservation of the Registration Data.
- 3.3. In order to purchase goods, the Buyer shall place an order at the Online Store by completing an electronic order form.
- 3.4. A Purchase – Sale Agreement shall be concluded for each order of the Buyer.
- 3.5. A Purchase – Sale Agreement shall be considered concluded by the Buyer and the Seller

when the Buyer: (i) submits an order and forms a basket of goods following the instructions of the Seller, and specifies his delivery address or the method of collection of the goods; (ii) confirms that he/she has read the Rules, chooses the method of payment and pays for the order, and (iii) the Seller confirms the Buyer's order by displaying and / or sending order information, a confirmation message (by e-mail and / or by phone) and / or a VAT invoice. In cases where the Buyer disagrees with all or some of the Rules, he shall not be able to order goods.

3.6. Before concluding a Purchase – Sale Agreement, the Seller may also send to the Buyer other intermediate approvals, for example confirmation of the received payment, etc.

3.7. The Purchase – Sale Agreement shall be valid until fulfilment of the obligations under this agreement. The Purchase – Sale Agreement shall be considered fulfilled after the goods are transferred to the Buyer in accordance with the procedure laid down in the Rules and laws of Italy.

3.8. Having confirmed a Buyer's order, the Buyer undertakes to pay the price of goods and to accept the goods ordered at the Online Store. After finalising the payment, it is not possible to add additional items to the order.

3.9. The Seller may not confirm a Buyer's order, if the Buyer fails to fulfil all the conditions of the order of goods, the Seller does not have the product, which the Buyer wants to buy, the Seller believes that the Buyer is engaged in wholesale purchases, and / or for other reasons which can be disclosed to the Buyer individually. Purchases when goods are ordered in unusually large quantities, when they are ordered unusually often, also following other criteria that allow the Seller to believe that goods are ordered for other than consumption purposes may be considered wholesale purchases, at the Seller's discretion.

3.10. Shall the Seller decide to not confirm a Buyer's order for any of the reasons stated above, the Seller will refund the amount paid during the Sale Agreement.

4. RIGHTS AND DUTIES OF THE BUYER

4.1. The Buyer shall have the right:

4.1.1. to buy at the Online Store in accordance with the Rules, other instructions of the Seller and legal acts of Italy

4.1.2. to withdraw from the Purchase – Sale Agreement concluded at the Store by notifying the Seller thereof in writing no later than within 14 (fourteen) days in accordance with the procedure laid down in the Law of Obligations Act and the Rules;

4.1.3. other rights provided for by Rules and/ or legal acts of Italy.

4.2. The Buyer undertakes:

4.2.1. to pay the price of ordered goods and their delivery, also to make other payments (if specified when entering into the Purchase – Sale Agreement) and to accept the goods ordered;

4.2.2. to inspect and to check goods when accepting them, also to inform the Seller about the damage of a shipment, obvious defects, model or assembly of goods that was different from that ordered by the Buyer in accordance with the procedure established by the Rules;

4.2.3. to check the quality of the purchased goods and to inform the Seller, write an email to claim@sognando.casa about any quality defects of the goods that could not be noticed when handing over the goods;

4.2.4. to pay for the delivery of goods and create proper conditions for deposition of those.

The Buyer shall indicate a shipping address. Shipping address will not be changed after order payment is completed. If shipping address should be changed, the Buyer shall pay, in addition, new cost of delivery service.

4.2.5. to cover expenses of the return of goods, if they are borne by the Buyer;

4.2.6. to immediately update information, if the Buyer Registration Data or data of delivery of goods have changed;

4.2.7. not to use the Online Store in such a manner as to endanger proper functioning, security, integrity of the Online Store or restrict the possibility of others to access the Online Store;

4.2.8. to comply with the requirements specified in other Rules and legal acts of the Italy

5. RIGHTS AND DUTIES OF THE SELLER

5.1. The Seller shall have the right:

5.1.1. to restrict, suspend or cancel the Buyer's registration, if the Buyer has attempted to damage the operation or stable work of the Online Store and / or violated his duties; the Seller shall not be liable for any losses incurred by the Buyer;

5.1.2. to restrict or prohibit wholesale purchases;

5.1.3. to terminate the operation of the Online Store temporarily or altogether, to modify the Online Store or its separate parts, all and any of its contents, to restrict purchases made at the Online Store, to change the website address of the Online Store, to limit the number of registered Buyers without a prior notice to the Buyer thereof; the Seller shall not be liable for any adverse consequences on the Buyer caused by such actions;

5.1.4. to change the Rules, the prices of goods, purchase terms and conditions or any other Store-related instructions, publishing such changes at the Online Store.

5.2. The Seller undertakes:

5.2.1. to respect the Buyer's privacy and to protect confidentiality of his data, except for the cases established by laws of Italy and the [Privacy Policy](#) of the Store;

5.2.2. If for any reason a Seller is unable to sell the ordered product to the Buyer, it must refund the purchase price of the product/the whole order and delivery cost if paid. If the Goods are sold to the Buyer in part, the delivery costs will be refunded in proportion to the amount of the returned goods from the order.

6. PRICES AND PAYMENT FOR GOODS

6.1. The prices of goods will not be indicated in the Online Store, due to price being dependent on the volumes of purchase, as well as the availability of the supplier.

6.2. Goods shall be sold to the Buyer at the prices valid at the time of placing the order at the Online Store. The specific price of the goods and the amount payable for the goods shall be displayed to the Buyer having formed a basket of goods. If the Buyer disagrees with the specified price, he cannot continue ordering goods and placing the order.

6.3. The price of goods shall not include the price of delivery of the goods and the price of services, which the Buyer may order from the Seller. Unless specified otherwise, the service of delivery of goods and other services shall be paid. Prices of these services and the procedure for their calculation and payment shall be specified at the Online Store.

6.4. Purchase documents - order information and VAT invoices shall be presented to the Buyer electronically in the Buyer's account, which the Buyer can use to download and / or print them. Electronic purchase documents are valid without signature.

6.5. Should the Seller find a price error at the Store, the Seller shall immediately inform the Buyer thereof. In this case, the Buyer shall be given the opportunity to cancel the order or to re-confirm the order at the right price.

6.6. The description, images and characteristics of the Goods displayed on the Online Store are illustrative examples and are specifications of the goods desired by the Buyer. Shall there be a mistake or unconformity between the product, the image, or the description, it is the Buyers responsibility to verify and request refund during the legal period stated in the following terms.

6.7. The prices displayed in the portal can change in the following events: due to an increase

of delivery cost; due to an increase of the raw materials, disagreement with the Seller's suppliers, and other reasons not included in this document. Shall the actual price of the goods differ from the prices displayed, the Seller has the right to cancel the order, refund the customer and update the price on the platform.

6.8. All orders created by the Buyer are considered correct once accepted by the parties. The Seller will not be liable for any errors in the measurement, color, surface, quantity, or other specifications selected by the Buyer. Products cannot be replaced once an order has been paid and confirmed. The Buyer will have to place additional orders if further goods are required.

7. DELIVERY OF GOODS

7.1. The possible methods of delivery of goods to the Buyer shall be listed after the Buyer forms his basket of goods and enters his delivery address.

7.2. Delivery of Goods shall be a paid service.

7.3. Where the Buyer chooses a delivery service, the delivery price shall be displayed to the Buyer at the end of the order process, before choosing the payment method and / or making a payment. The price of delivery of goods shall be paid in advance, along with the payment for goods.

7.4. Before concluding the Purchase-Sale Agreement, the Buyer is informed in advance about the specific delivery time of the specific Goods. Average delivery time is 15 to 20 working days. The information about the delivery time is specified in the last order window for specific Goods. The Seller delivers the Goods within the delivery time specified therein. The Buyer shall be informed about the exact date and time interval for delivery of the goods by e-mail and / or by phone. The Buyer shall be informed about the exact date and time interval for delivery of the goods by e-mail and / or by phone. The Buyer may also be informed individually of a different time of delivery of goods. The Seller undertakes to make every effort to deliver goods within the shortest possible time.

7.5. Before delivery of goods, the representative of the Seller shall contact the Buyer and coordinate all details of delivery.

7.6. When ordering a delivery service, the Buyer shall specify the exact place of delivery of goods and create suitable conditions for unloading the goods. Delivered goods shall be carried until the door only, not through it.

7.7. In case of delivery of goods to the Buyer, goods shall be unloaded at the place indicated by the Buyer. If goods need to be moved or carried to a place other than the place of unloading indicated by the Buyer, the Buyer shall take care of such moving or carriage of goods himself.

7.8. If the Buyer fails to let the Seller's representative in at the address of unloading of goods specified in the Buyer's order at the agreed time of delivery and 20 (twenty) minutes after this time, the shipment shall be considered undelivered at the fault of the Buyer. In such a case, goods ordered by the Buyer shall be returned to the nearest Distribution Point and the Seller's representative shall agree with the Buyer on the closest delivery date possible. The goods shall be stored in the Distribution Point until such agreed delivery date, however, no longer than for 3 days, and pay a penalty of 25 EUR per day and per pallet. After the deadline has passed, the Buyer's order shall be cancelled (the seller preserves the right to cancel the Buyer's order, and the Seller undertakes to return the money, which the Buyer paid for the goods minus the delivery fee). Where applicable, the Buyer, who wants the Seller to re-deliver the ordered goods, shall pay the Seller for re-delivery of goods at the newly agreed time according to tariffs of the first delivery of goods.

7.9. Delivery service shall include the carriage of goods to the street level by the courier who is not required to take them inside the customer's property. The pallets are placed on the ground. If the size of the pallet shipped is of maximum length 180cm. In the case of larger sizes, the

customer must be equipped with a forklift indicating it when ordering to unload the load autonomously and must do so as soon as possible when the truck arrives, under penalty of being charged for the vehicle stop, which can only be calculated by rear.

7.10. The maximum order size shall be 2500 kg. If the weight or volume of the goods ordered is greater than that, the delivery fee shall be respectively higher (e.g., if it is 2501 kg or more, delivery fee for two orders shall be charged).

7.11. When accepting goods, the Buyer shall check the condition of the shipment, the quantity, quality and assortment of goods. Having noticed that shipment packaging is damaged, but there are no discrepancies in the quantity, quality or assortment of goods, the Buyer shall mark the packaging damage in the delivery confirmation form, or the forms presented by the person having delivered the shipment. In such a case goods shall be considered delivered in a damaged packaging, but their quantity, quality and assortment shall be considered in line with conditions of the Purchase – Sale Agreement, and goods shall be deemed to have been delivered properly.

7.12. Having determined that there are discrepancies in the quality and / or assortment of goods, the Buyer cannot accept the good which fails to meet the quality and/or assortment of goods. The Buyer shall indicate his refusal to accept the good and list the discrepancies found in the shipment delivery confirmation form and / or by completing the forms submitted by the person having delivered the shipment. Should any discrepancy in quantity of the goods be determined, the Buyer shall also indicate this in the shipment delivery confirmation form and / or by completing the forms submitted by the person having delivered the shipment.

7.13. If the Buyer accepts a shipment without making any comments, goods shall be considered delivered in an undamaged packaging, the quantity, quality, and assortment of goods shall be considered to be in line with the terms of the Purchase – Sale Agreement and additional services related to the sale and delivery of goods shall be considered to have been carried out properly.

7.14. The Buyer undertakes to accept goods himself. When handing over goods, the Buyer may be asked to furnish his personal identity document and order information sent to the Buyer by the Seller.

7.15. Having delivered goods to the address indicated by the Buyer, goods shall be considered transferred to the Buyer, regardless of whether or not the goods were actually accepted by the Buyer or any other person, who accepted the goods at the specified address. If the Buyer could not pick up goods himself, and the goods were delivered to the specified address, the Buyer shall not have the right to file any claims with the Seller regarding the delivery of goods to a wrong person. If goods are not delivered on the planned delivery date, the Buyer shall inform the Seller thereof immediately, but no later than on the day following the scheduled date of delivery of goods. Otherwise, the Buyer shall lose his right to file claims with the Seller related to delayed delivery and / or non-delivery of goods.

7.16. The Seller shall be released from liability for violation of terms of delivery of goods, if goods were not delivered to the Buyer or were delivered late at the fault of the Buyer or for circumstances within the Buyer's control.

8. DELIVERY OF GOODS FOR LEGAL PERSONS

8.1. This clause only applies to Buyers that are legal persons.

8.2. The Buyer can opt out of the delivery service and pick up the goods directly in the distribution center.

8.3. Shall the Buyer decide to pick up the goods in the distribution center, the Buyer will be the bearer of all risks the same moment the goods are in his possession while in the distribution center. This includes the moment where he is moving the goods to the transportation of his choice to carry the goods, even inside the distribution center.

9. QUALITY OF GOODS

9.1. General properties of goods being sold shall be provided in the product description of each item. If the characteristics or properties of goods indicated in the product name or the description differ or contradict each other, information presented in the product description shall be considered correct.

9.2. The colour, shape or other parameters of goods in the Online Store may differ from the actual size, shape and colour of goods due to the features of electronic devices used by the Buyer or for other technical reasons, also taking into account reasonable discrepancies in appearance.

9.3. Upon non-compliance of the goods with the terms and conditions of the Purchase – Sale Agreement, the Buyer can rely on the legal remedies provided by the Law of Obligations Act, incl. require repair, replacement, reduction of price of goods or withdraw from the Agreement and return the non-compliant goods.

9.4. The Buyer has the right to submit claims to the Seller within 2 (two) years from the date of delivery of the goods in case of unconformity of goods. The claim must be submitted immediately, but not later than within 2 (two) months from the discovery of the defect in the goods. If a defect is discovered, the Buyer must take reasonable measures to preserve and protect the goods, including not using the defective goods if the use of the goods further worsens the condition of the goods. In addition, the Seller may also apply a warranty against defects for specific Goods. Information whether warranty against defects is applicable to the specific Good is indicated near the specific Good. The Buyer is also entitled to submit claims under warranty against defects during the term of warranty in case of unconformity of Goods.

9.5. The Seller is not responsible for the deterioration / damage of the goods due to the fault of the Buyer, for defects that have occurred as a result of irregular use of the goods, for the normal physical wear and tear of the goods during normal use.

9.6. To solve later problems, the Buyer must keep purchase documents (invoice, contract, etc.) proving that the goods were purchased from the Seller's Store. Without a document proving the sale, the Seller may leave the problem unsolved.

9.7. Claims related to goods purchased from the Store can be submitted as follows: claim@sognando.casa

9.8. Defective goods must also be submitted when submitting a claim.

10. RIGHT TO WITHDRAW FROM AGREEMENT. RETURN OF GOODS

10.1. The Buyer shall have the right to withdraw from the Purchase – Sale Agreement concluded by electronic means of communication without giving a reason therefor within 14 (fourteen) days from the date of delivery (receipt) of goods, or if the Buyer has ordered more than one product in a single order and products are delivered separately - from the day of delivery (date of receipt) of the last product, or if goods are delivered in different batches or in parts, - from the date of delivery (receipt) of the last batch or part, except for the agreements listed on the EU Directive 2011/83, article 16. The Buyer may withdraw from the Purchase – Sale Agreement by returning goods to the Goods Distribution Point or by electronic means of communication (by e-mail, etc.) by sending a notice on the withdrawal of the Purchase – Sale Agreement to the Seller by e-mail: claim@sognando.casa The Buyer's notice shall clearly indicate the Buyer's withdrawal from the Purchase – Sale Agreement. The Buyer shall also provide a purchase document (invoice, receipt, etc.), presenting this document to the by sending its copy together with the notice of the withdrawal from the Purchase – Sale Agreement, evidencing that the goods were purchased from the Seller. When purchasing several goods under a single Purchase – Sale Agreement, his right of withdrawal shall be valid in respect of both all the goods and one or more products. Conditions laid down in

clauses 10.2 – 10.10 below shall apply when goods are returned by a Buyer.

10.2. Goods shall be returned to the Seller not later than within 14 (fourteen) calendar days from the day of sending a message on withdrawal from the Purchase – Sale Agreement to the Seller. The Buyer shall be responsible for properly packaging goods for return. The Buyer shall bear direct expenses of the return of goods, unless the Seller instructs the Buyer otherwise having received a notice on the withdrawal from of the Purchase – Sale Agreement.

10.3. The Buyer may return goods through intermediaries (couriers) at his own choice who must deliver them to the Seller's specified address. Before returning goods, through intermediaries (couriers) the Buyer shall contact the Seller and written confirmation must be obtained.

10.4. Money for the goods returned, including the amounts paid by the Buyer for delivery, shall be returned to the Buyer immediately, but not later than 14 days after receipt of the returned goods or the submission by the buyer of proof that he has returned the item, whichever is earlier. The money shall be returned to him by a bank transfer to the account which was used to make the payment, between 30 and 60 days from day of arrival of the returned goods.

10.5. The Seller shall not be considered to have violated conditions of return of money, if he is unable make a transfer at the fault of the Buyer (delayed return of goods, failure to provide proof, inaccurate data, etc.).

10.6. In any case of return, the Seller shall not compensate additional expenses of the Buyer having formed due to the Buyer having chosen another method of delivery of goods than the conventional least expensive method offered by the Seller.

10.7. In the event of deterioration of the Goods to be returned, the Buyer shall be liable for the decrease in value due to the use of the Goods if he has used the Goods in a manner other than that necessary to ascertain its nature, characteristics and functioning. In order to ascertain the nature, characteristics and functioning of the Goods, the Buyer may handle and use them only as he is normally allowed to do in the store.

10.8. Seller has the right to submit claims due to the decrease in the value of the Goods to the Buyer no later than within one month as of the return of the Goods.

10.9. If the Buyer has used or tried the returned Goods in any other way than would normally be allowed or has used the Goods beyond what is necessary to ascertain their nature, characteristics and functioning, the Buyer shall be liable for the decrease in value and the Seller shall be entitled to deducted from the refundable purchase price.

10.10. The Buyer may not return goods that are not subject to return in accordance with the legislation of the Italy including goods manufactured taking into account the Buyer's personal needs, manufactured in accordance with the conditions established by the Buyer, goods which deteriorate or expire rapidly, such goods in sealed packaging which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery, as well as goods which are, after delivery, according to their nature, inseparably mixed with other items.

11. LIABILITY OF THE PARTIES

11.1. The Buyer shall be liable for the correctness of the Registration Data. If the Buyer fails to provide accurate Registration Data and / or to update them in a timely manner, the Seller shall not be liable for resulting consequences.

11.2. The Buyer shall be liable for transferring the Registration Data to third parties. If a third person uses the services provided by the Online Store or purchases goods or services at the Online Store having logged in to the Online Store using the Buyer's login data, the Seller shall consider this person the Buyer, and the Buyer shall be liable for all the obligations arising

therefrom.

11.3. The Seller shall be exempted from any liability in cases where losses arise due to the fact that the Buyer failed to read the Rules and/or the Purchase – Sale Agreement despite the Seller's recommendation and his duty to do so, even though he was provided with such a possibility.

11.4. The Seller shall be liable for malfunctioning of the Online Store and the resulting direct losses or damage incurred by the Buyer or third persons, if they formed by deliberate actions of the Seller.

11.5. If the Seller's Online Store has links to websites of other companies, institutions, organizations or persons, the Seller shall not be liable for information contained therein or activities carried out, it shall not supervise over or control those websites, and shall not represent those companies or individuals.

11.6. In case of damage, the guilty party shall reimburse the other party's direct losses only.

11.7. The Seller shall not be liable for a default on the Purchase – Sale Agreement and/or a failure to deliver goods or late delivery of goods, where this happened at the fault of third persons, or for circumstances, which the Seller could not control or reasonably foresee at the time of conclusion of the Purchase – Sale Agreement, and could not prevent the occurrence of these circumstances or their consequences (force majeure). Where the said circumstances last longer than 1 (one) month, the parties may terminate the Purchase – Sale Agreement by their mutual agreement.

12. PROVISION OF INFORMATION

12.1. The Seller shall send all messages and other information to the Buyer to his specified e-mail address. This information shall be considered received by the Buyer within 3 (three) hours from the moment of its sending.

12.2. The Seller shall not be liable for any malfunctions in the Internet connection or disruptions in networks of e-mail service providers for which the Buyer was unable to receive e-mails of the Seller.

13. FINAL PROVISIONS

13.1. All information provided on the Seller's website, including, but not limited to these Rules, information about the Seller, offered goods and services, and their properties, procedure of implementation of the Buyer's right to withdraw from the Purchase – Sale Agreement, warranty services provided by the Seller and warranties (if provided) shall be deemed to have been submitted to the Buyer in writing.

13.2. The Rules and the Purchase – Sale Agreement concluded by the Buyer and the Seller shall be subject to law of Italy

13.3. The Seller may at any time assign its rights and duties arising out of these Rules to any third persons without obtaining the Buyer's consent thereto or notifying him thereof.

13.4. All disagreements between the Buyer and the Seller regarding the Rules shall be solved by negotiation. If the parties fail to resolve disputes by negotiations within 15 (fifteen) days, disputes shall be finally settled in accordance with the procedure established by laws of the Italy.

13.5. The Buyer may submit requests and / or a complaints regarding the goods or services purchased at the Store to the Online Dispute Resolution of European Union [here](#)

13.6. These Rules are valid from 01.11.2022