

General Conditions of Use and Sale

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Gecoshop.com provides the Gecoshop.com Services under the following terms and conditions ("General Conditions of Use and Sale"). Gecoshop.com is the commercial name of G. & Co. Dolciaria Srl.

I. GENERAL CONDITIONS OF USE

We invite you to carefully read these general conditions of use ("General Conditions of Use") before using the Services www.gecoshop.com/. By using the Gecoshop.com/ Services you fully accept these General Conditions of Use. We offer a wide range of Gecoshop.com/ Services and sometimes you may be subject to additional terms and conditions. If you use a Gecoshop.com/ Service (for example: Your Profile, Gift Cards), you will also be subject to the terms, guidelines and general conditions applicable to that particular Gecoshop.com Service ("Terms of Service "). In the event of a conflict between these General Conditions of Use and the Terms of Service, the Terms of Service will prevail.

Notification form and procedure for reporting rights violations.

1. PRIVACY We invite you to consult our Privacy Policy and our Cookies and Internet Advertising policies that govern your use of the Gecoshop.com Services, to understand our practices.

2. ELECTRONIC COMMUNICATIONS When you use the Gecoshop.com/ Services or send us emails, text messages (SMS) and other communications from your computer or mobile device, you are communicating with us electronically. We may communicate with you in various ways, for example via e-mail, text messages (SMS) or Whatsapp, in-chat and Facebook Messenger notifications, via social media, or by publishing messages and communications on the site or through other Gecoshop.com Services /, like our Communications Center. Without prejudice to specific mandatory legal provisions, for the purposes of this contract, you agree to receive communications from us in electronic form and you acknowledge that all contracts, notifications, information and other communications that we provide to you in electronic form satisfy the written form requirement, when required by law.

3. COPYRIGHT AND DATABASE RIGHTS All content present in or made available through the Gecoshop.com/ Services in the form of text, graphics, logos, icon buttons, images, digital downloads, data compilations and software, are the property of Gecoshop.com/ or its suppliers of contents and are protected by the laws of Italy and international laws regarding copyright and database rights.

It is not permitted to systematically extract and/or reuse parts of the Gecoshop.com/ Services without the express written consent of Gecoshop.com/. In particular, you may not use data mining, robots or similar capture or extraction devices to extract (one or more times) for reuse any substantial part of any Gecoshop.com/ service, without our express written consent. Nor may you create and/or publish your own database that reproduces substantial parts (e.g. prices and product lists) of the Gecoshop.com/ Services without the express written consent of Gecoshop.com/.

4. BRANDS The graphics, logos, page headers, icon buttons, fonts and service marks included in or made available through any of the Gecoshop.com/ Services are trademarks or distinctive signs of Gecoshop.com/. The trademarks and distinctive signs of Gecoshop.com/ may not be used in connection with products or services that are not those of Gecoshop.com/, in such a way as to cause confusion among customers or in any way that could denigrate or discredit Gecoshop.com/. All other trademarks not owned by Gecoshop.com/ that appear on any of the Gecoshop.com/ Services are the property of their respective owners, who may or may not be affiliated with, connected to Gecoshop.com/ or sponsored by Gecoshop.com/.

5. PATENTS Not currently available.

6. YOUR ACCOUNT He opened the door Gecoshop.com, you are required to keep your account and password confidential and to control access to your computer and devices, and you agree, to the extent permitted by applicable laws, to be held responsible for all activities that occur with your account and password. You undertake to take all necessary precautions to ensure that your password remains secure and confidential and you undertake to inform us immediately if you have reason to believe that any third party knows your password, or if your password is, or is alleged to be, used in an unauthorized manner. You are responsible for ensuring that the data you provide to us is correct and complete and for immediately notifying us of any changes to the information you have provided to us. You will be able to access and update most of the information provided in the section [my account](#) of the site.

You must not use gecoshop.com: (i) in a way that causes, or may cause, interruptions, damage or malfunctions to Gecoshop.com/ and its features, or (ii) for fraudulent purposes, or otherwise to commit illegal activities, or (iii) to cause annoyance, harm or apprehension.

We reserve the right to prevent access to the Gecoshop.com/ site, to suspend or close an account, to remove or modify the contents of the site at our discretion, in case of violation of the applicable legal provisions, of these General Conditions of Use or applicable guidelines or policies.

7. REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT You may post reviews, comments and other content, send e-cards and other communications, and submit suggestions, ideas, comments, questions or other information, as long as the content is not unlawful (i.e. obscene, abusive, threatening, defamatory, infringing, intellectual property rights or is not otherwise offensive to Gecoshop.com/ and/or third parties or objectionable and is not or in any case does not contain viruses, political propaganda, commercial solicitation, chain letters, mass e-mail or any other form of spamming). You may not use a false e-mail address, pretend to be another person or entity, or otherwise lie about the origin of a postcard or other content. We reserve the right to remove or edit such content.

If you decide to send content or materials, unless otherwise indicated by us, you grant: (a) Gecoshop.com/ the non-exclusive, free, sublicensable and transferable right to third parties, to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute and display such content anywhere in the world through any means of communication and (b) Gecoshop.com/, its sublicensees and assigns, the right to use, at their discretion, the name you used in relation to them. Your moral copyright rights are reserved. You agree that the foregoing rights granted to us are irrevocable for the term of your intellectual property rights associated with such content and materials. You agree to carry out all further activities necessary to perfect each of the above rights granted by you to Gecoshop.com/, including the signing of deeds and documents, at our request.

You declare and guarantee that you have, personally or otherwise, the ownership or in any case the availability of all rights relating to the content of what you publish; that, as of the date the content or materials are posted: (i) the content and materials are accurate and relevant; and (ii) the use of the content and materials you provide does not conflict with any applicable policies and guidelines of Gecoshop.com and that such use does not cause injury to any third party.

8. VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS Gecoshop.com/ respects the intellectual property rights of third parties. If you believe that your intellectual property rights have been used in a way that gives rise to possible infringement, please report via [contact form](#).

9. OUR RESPONSIBILITY We will do our best to ensure that access to Gecoshop.com/ is provided without interruptions and that transmissions occur without errors. However, due to the nature of the Internet, uninterrupted access and error-free transmission cannot be guaranteed. Furthermore, your access to Gecoshop.com/ may also occasionally be suspended or limited to allow for repairs, maintenance, or the introduction of new activities or services. We will attempt to limit the frequency and duration of these suspensions and limitations.

We will not be liable for any delay or failure to comply with the obligations under these general conditions if the delay or failure arises from fortuitous circumstances or causes of force majeure. This provision does not affect your rights deriving from the law and in particular your right to receive the purchased goods within a reasonable time or to be refunded in the event of non-delivery due to circumstances deriving from unforeseeable circumstances or causes of force majeure. The laws in force in some states may prohibit the limitations of liability indicated above. In the event that these provisions are applicable, the limitations of liability now indicated will not have effect and you may be granted additional rights.

10. APPLICABLE LAW AND JURISDICTIONThese General Conditions of Use are governed by and must be interpreted in accordance with Italian law. If you would like to bring a matter to our attention, please contact us.

11. MODIFICATIONS TO THE SERVICE OR CHANGES IN THE CONDITIONSWe reserve the right to modify the policies, these General Conditions of Use and the Terms of Service at any time to offer new products or services or to comply with legal and regulatory provisions. You will be subject to the policies and terms of the General Conditions of Use from time to time in force at the time you use Gecoshop.com/. If any provision of these conditions is held to be invalid, void or for any reason unenforceable, such condition shall not in any case affect the validity and effectiveness of the other provisions.

12. WAIVERIn the event of failure by you to comply with these General Conditions of Use, our failure to exercise the right to take action against you does not represent our waiver of taking action for the violation of the obligations assumed by you.

13. MINORSWe do not sell products to minors. We sell children's products that can only be purchased by adults. If you are under 18, you may only use Gecoshop.com/ by involving a parent or guardian.

14. OUR CONTACTSThis site is owned by G.& Co. Dolciaria s.r.l. and is managed by our internal team. Gecoshop.com/ is a registered trademark, Gecoshop.com/ of G. & Co. Dolciaria s.r.l. we are in via dell'industria, 35 in Viterbo (VT).

II. GENERAL CONDITIONS OF SALE

These general conditions of sale govern the sale of products through the Gecoshop.com/ site ("General Conditions of Sale"). We invite you to read these General Conditions of Sale carefully before proceeding with any purchase. By making any purchase you fully accept these General Conditions of Sale.

1. OUR CONTRACT

The presentation of products on the site constitutes an invitation to offer.

If you wish to buy one or more products, you can select them one at a time, adding them to your cart. Once you have selected all the items you intend to purchase, you can close your cart and place the order. At this point you will see a summary page of the products you have selected, their price and delivery options (with related costs). You will be asked to choose your preferred delivery, transportation and payment method. You will have to continue with the continue button and fill in **5 Step** to place your order:

Step 1: Registering an account or if already registered Access your account, or purchase without registration.

At this stage we require a valid email address, to which we will send notifications of the order and registration, Name and Surname and Password* (*optional but recommended, necessary only for registration).

To access your account in the future you will always need to enter Email + Password.

Step 2: Insertion of one or more addresses.

We have chosen to enter all the data necessary for invoicing and shipping at this stage, the user from his customer area will always be able to modify this data as he wishes and as many times as he deems necessary. Customers will need to specify a shipping address and a billing address.

Mandatory fields for Private individuals: Name, Surname, street, house number, post code, city, province and mobile telephone number.

Mandatory fields for companies and professionals: Name and surname of the contact person, VAT number, company name, SDI or PEC, street, house number, postcode, city, province and mobile telephone number.

Step 3: Choice of shipping method.

Step 4: Choice of payment method.

Step 5: Confirmation and entry of the order.

At the bottom of the same page, you will find the "Buy now - Complete order" button, which you must click to send us the order.

Your Order **it will therefore be considered as your contractual purchase proposal** addressed to Gecoshop.com for the products listed, each considered individually.

Upon receipt of your order, we will automatically send you a message accepting the order ("Order Confirmation").

The Order Confirmation does not constitute acceptance of your purchase proposal. In fact, by sending the Order Confirmation, we only confirm that we have received the order and have subjected it to a data and availability verification process of the products you requested. **The sales contract with Gecoshop.com will be concluded only when we send you a separate e-mail or publish a message in the Communications Center on the acceptance site of your purchase proposal which will also contain information relating to the shipping of the product and the expected delivery date ("Shipping Confirmation").** If your order is processed through multiple shipments, you may receive separate Shipping Confirmations. You may cancel your order before receiving the Shipping Confirmation, provided that the order has not been prepared for the shipping process. In this case you will not be charged any costs.

However, the right of withdrawal is without prejudice to the terms and conditions set out in the following art. 2. The right of withdrawal does not apply to some categories of products including, without limitation, digital products or software not supplied on a material support (as in the case of CDs or DVDs) once the download

has begun (so-called download) or use, food products and all those products that may be contaminated. You agree to receive invoices electronically. These documents will be available in PDF format within the section [My account/invoices and business documents](#) of the site. The issuing of the electronic invoice relating to an order will be communicated to you in the Shipping Confirmation. For more information on electronic invoices and how to obtain the document, consult the dedicated help page. All orders placed on the site must correspond to normal consumption needs. This requirement applies both in relation to the number of products purchased with a single order and in the case of a plurality of orders relating to the same product even if each order includes a quantity of products corresponding to normal consumption needs.

2. RIGHT OF WITHDRAWAL, EXCEPTIONS AND RETURN POLICIES Subject to the exceptions set out below, you have the right to withdraw from the order placed, without having to give any reason, within 14 days from the day on which you received the ordered product (or the last product, batch or piece in the case of goods , lots or multiple pieces delivered separately) or from the conclusion of the contract (including but not limited to contracts for the supply of digital content not supplied on a tangible medium, such as a CD or DVD). If you have appointed a person you trust with the collection, your right of withdrawal starts from the day the product is delivered to the person designated by you, other than the courier. You will have to communicate to gecoshop.com via dell'industria 35 Viterbo 01100 Italy the exercise of the right of withdrawal (i) by following the instructions available in the Returns Center, (ii) by using the Contact Us function or (iii) by using the return form that will be sent to you after contacting you . If you use the Returns Center, we will send you a message confirming receipt. In order to exercise the right of withdrawal, it is necessary that the relevant communication is sent before the expiry of the 14 day period and that the product is returned to Gecoshop.com/ using the instructions available in the returns form. For more information on the right of withdrawal and operating instructions, contact our Customer Service.

2.1 EFFECTS OF THE EXERCISE OF THE RIGHT OF WITHDRAWAL We will refund all payments received in relation to the product for which you have exercised the right of withdrawal, excluding shipping costs, within 14 days from the day on which we received the communication relating to the exercise of the right of withdrawal. We will refund the same payment method you used to place the order, unless you indicate otherwise. In any case, you will not incur any costs as a result of such reimbursement. We may withhold the refund until we have received the product or until you have provided proof that you have returned it to Gecoshop.com/, whichever occurs first. Please note that you are required to return the products to us by following the instructions available in our online returns center within 14 days from the day on which you communicated your withdrawal. You will have to bear the direct costs of returning the products. You may be held liable for any decrease in the value of the goods resulting from handling of the goods (other than that necessary to establish the nature, characteristics and functioning of the goods).

2.2 EXCEPTIONS TO THE RIGHT OF WITHDRAWAL The right of withdrawal does not apply in case of:

- supply of sealed goods which are not suitable for return for hygienic or health protection reasons and which have been opened after delivery or in the case of supply of products which, after delivery, are inseparably mixed with other goods;
- supply of sealed audio or video recordings or sealed computer software which have been opened after delivery;
- supply of goods made to measure or clearly personalized;
- supply of goods that risk deteriorating or expiring rapidly;
- supply of digital content (including applications, software, ebooks, MP3s, etc.) using a non-material medium (for example a CD or DVD) if when placing the order you have expressly consented to the start of execution accepting the loss of the right of withdrawal as a result of the start of execution;
- supply of newspapers, periodicals and magazines with the exception of subscription contracts for the supply of such publications;
- supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after thirty days and the actual value of which depends on market fluctuations which cannot be controlled by Gecoshop.com.

3. PRICES AND AVAILABILITY All prices include VAT applicable in accordance with the law. (Only European customers with a VIES registered VAT number will see the prices excluding VAT). Information on the availability of the products we sell is listed on the site, as well as on the presentation page of each product. In addition to the information provided on this page or elsewhere on the site, we are able to give more precise information regarding product availability. Please consider that the estimated shipping and delivery times of the products are purely indicative and cannot be relied upon completely. Once we receive your order, we will notify you via email or by posting a notice in the Site's Communications Center if any of the products you ordered are unavailable. Despite our best efforts, we cannot exclude that for a small part of the thousands of products in our catalog a price different from the actual one is indicated by mistake. In any case, we will check the correctness of the prices of the products during the order verification process and subsequent shipment of the products. If,

due to misunderstandings or other inconveniences, the price indicated on the site is lower than the correct selling price of a product, we will contact you to verify whether you still wish to purchase the product at the correct price. Otherwise your order cannot be accepted. If the correct price of a product is lower than that indicated on the site, we will charge you only the lower correct price and will still ship the product to you.

4. CUSTOMSIf the goods ordered from Gecoshop.com are delivered outside of Italy you may be subject to import duties and taxes, payable once the package reaches the specified destination. Any additional customs clearance costs will be your responsibility. We have no control over these costs and cannot predict the amount. Customs policies vary considerably from country to country and you should therefore contact your local customs office for further information. Please also note that when you place orders on the site, you are considered to be an importer and are therefore required to comply with all legislation and regulations of the country in which you will receive the goods. Your privacy is important to us and we know that you care about how your order information is used and shared. We would like our international customers and customers shipping products abroad to be aware that cross-border deliveries are subject to product opening and inspection by customs authorities.

5. WARRANTIES ON PRODUCTS SOLD BY GECOSHOP.COM AND LIMITATIONS OF LIABILITYThe warranty regime on products sold by Gecoshop.com differs depending on whether the buyer is a "consumer" or a "professional" pursuant to Directive 1999/44/EC concerning "certain aspects of sales contracts and guarantees concerning goods of consumption".

If you purchase as a "consumer", you benefit from the legal guarantee of conformity to which the seller is required by law on each good sold ("Legal Guarantee").

The Legal Guarantee - to which Gecoshop.com/ as seller is required - guarantees the goods against defects in conformity with the sales contract.

Pursuant to the law, in the event of applicability of the Legal Guarantee, you will have the right to have the conformity of the goods restored without charge through repair or replacement, or, if this is not possible, to a reduction in the purchase price or termination of the contract. Gecoshop.com/ is therefore liable for defects of conformity if they appear within two years from the date of delivery of the goods. However, you will have the burden of reporting the lack of conformity within two months of its discovery.

You can find more information on the rules of exercise and operation of the Legal Guarantee, with example cases, by visiting our Legal Guarantee section or by contacting our Customer Service.

In the event that you find a lack of conformity on the goods purchased from Gecoshop.com/ during the validity period of the Legal Guarantee, please contact Customer Service.

To the extent permitted by law, Gecoshop.com/ declines all responsibility in the event that the delivered product does not comply with the legislation of the delivery country other than Italy.

Gecoshop.com/ will not be responsible in the event of a delay in delivery of the purchased goods due to insufficient stock at the publisher or supplier.

Furthermore, we will not be responsible in the event of non-substantial differences between the goods purchased and their illustrative images and text descriptions published on our site.

Except in the case of willful misconduct or gross negligence, we are solely responsible for any direct and foreseeable damage at the time of the conclusion of the sales contract. We will therefore not be responsible for any losses suffered, lost profits or any other damage that is not an immediate and direct consequence of our failure to perform or that was not foreseeable at the time of the conclusion of the sales contract.

6. APPLICABLE LAW AND JURISDICTIONThese General Conditions of Sale are governed by and must be interpreted in accordance with Italian law.

7. CHANGES TO THE GENERAL CONDITIONS OF SALEWe reserve the right to modify the site, policies and these General Conditions of Sale at any time to offer new products or services, or to comply with legal or regulatory provisions. You will be subject to the policies and terms of the General Conditions of Sale in force from time to time at the time you order products from us, unless any changes to such policies and terms are required by applicable law or the competent authorities (in which case, they will also apply to orders you have placed previously). If any provision of these conditions is held to be invalid, void or for any reason unenforceable, such condition shall not in any case affect the validity and effectiveness of the other provisions.

8. WAIVERIn the event of failure by you to comply with these General Conditions of Sale, our failure to exercise the right to act against you does not represent our waiver of action for the violation of commitments undertaken by you.

9. MINORSWe do not sell products to minors. We sell children's products that can only be purchased by adults. If you are under 18, you may only use Gecoshop.com with the involvement of a parent or guardian.

10. OUR CONTACTSOur contacts:

Gecoshop.com by G. & Co. Dolciaria s.r.l. VAT number 01717310567 Via dell'industria, 35 Viterbo (VT) 01100 email: info@gecoshop.com.