



GENERAL TERMS OF SALE

in effect from [20/5/2019]

1. Name of the Site, ownership of the domain name and trademark “Cellularline”

1.1. These General Terms of Sale (“CGV”) govern the offer and sale of products through the website cellularline.com/it (“Site”). The products purchased through the Site may only be delivered in Italy.

1.2. The Site is owned by CELLULARLINE S.p.A., with registered office in Via Lambrakis 1/A, 42122 Reggio Emilia, tax code, VAT number and registration with the Reggio Emilia Companies’ Register number 09800730963 (“CELLULARLINE”).

1.3. CELLULARLINE is also the owner of the domain name and trademark “Cellularline” as well as the provider of the Site registration service and product review service.

1.4. All contents of the Site are the copyright of CELLULARLINE. All rights reserved. The Site cannot be reproduced, either wholly or partially, transferred using electronic or conventional means, modified, connected or used, in particular for commercial purposes, without prior written consent from CELLULARLINE.

2. Identification of the seller

2.1. The products purchased on the Site are offered and sold by METAXY s.r.l. with registered office in Rome, via Ovidio 32, tax code and VAT number IVA 04352260964 and registration with the Rome Companies’ Register number 1557667, share capital EUR 100,000, fully paid up (“DataExpert”).

2.2. Metaxy S.r.l offers Cellularline brand products (“Products”) for sale on the Site, with the authorisation of CELLULARLINE.

2.3. Metaxy S.r.l is, therefore, the only counterparty of the user that intends purchasing one or more Products through the Site and is therefore (i) the subject the user sends the order to, in order for it to be accepted and to enter into the sale agreement; (ii) the subject that has pre-agreement obligations with the user arising from the offer; (iii) the subject that enters into the sale agreement with the user, undertaking the relative obligations and rights.

2.4. The purchase agreement finalised through the Site is therefore entered into between the user and DataExpert.

2.5. In relation to the sale of Products through the Site and notices with the customer relative to purchases made through the Site (“Transaction Emails”), Metaxy S.r.l acts under the name of and/or with the patronymic “Cellularline”. Therefore, when on the Site, in relation to the sale of Products through the Site, and/or in Transaction Emails (e.g. the order confirmation) the expression or name “Cellularline” is used or the term “we”, the reference is to DataExpert; when, instead, the expression or name “Cellularline” is used on the Site, in relation to services other than the sale (e.g.: the Site registration service or product review service), or in notices with the customer other than Transaction Emails (e.g. confirmation of Site registration, newsletter, promotional notices, DEM), the reference is to CELLULARLINE.

3. Scope of the CGV and access to the Site and Products

3.1. The CGV are made available to the user in the Site section “Terms of Sale”, which can be accessed via the link of the same name in the Site footer. The user may save and reproduce the CGV. The CGV are made available to the user also through the dedicated link in the Site registration form and during the purchase procedure.

3.2. These CGV may be modified at any time. Any amendments and/or new conditions will become effective when published on the Site in the section “Terms of Sale”, which can be accessed via the link of the same name in the Site footer. Users are therefore requested to access the Site at regular intervals and consult the latest version of the Terms of Sale, before making any purchase.

3.3. The applicable CGV are the CGV in effect at the date when the purchase order is sent. Before sending the order, and therefore, before entering into the purchase agreement, the user must carefully

read the CGV, as well as all information that Metaxy S.r.l provides for the user through the Site, both before and during the purchase procedure.

3.4. These General Terms of Sale do not govern the sale of products by subjects other than Metaxy S.r.l that may be present on the Site through links, banners or other hypertext links. Before entering into commercial transactions with these subjects, it is necessary to check their terms of sale. Metaxy S.r.l is not liable for the supply of services and/or for the sale of products by these subjects. Metaxy S.r.l does not carry out any controls and/or monitoring of websites that may be consulted via these links. Metaxy S.r.l is therefore not liable for the contents of these sites, nor for any errors and/or omissions and/or breaches of the law by said.

3.5. All users may access the Site and purchase Products through the Site, regardless of their nationality, place of residence or establishment, on condition that, if natural persons, they are aged 18 or over, save for the delivery of Products purchased through the site taking place only and exclusively in Italy, as indicated in article 14.1 hereunder.

4. Purchases on the Site

4.1. The offer and sale of Products on the Site constitutes a remote agreement governed by Part I, Section III (articles 45 and following) of Legislative Decree no. 206 of 6 September 2005 ("Consumer Code") and Legislative Decree no. 70 of 9 April 2003, on e-commerce.

4.2. The Products may be purchased through the Site as a registered or unregistered user and is possible both for users in a capacity as consumers or otherwise, whether natural or legal persons, companies and/or organisations of any type. Natural persons are allowed to make purchases only if aged 18 or over. The Site is for retail sales. Under no circumstances may retailers or wholesalers or, in general, all subjects that intend purchasing the Products for subsequent resale, make purchases from the Site. It is therefore prohibited for these subjects to register with the Site and/or make purchases from the Site. It is also prohibited for the subjects referred to in article 14.14 hereunder to make purchases.

4.3. Pursuant to article 3, paragraph 1, letter a) of the Consumer Code, natural persons who, in relation to the purchase of products through the Site, are acting for purposes not related to any business, commercial, professional or artisanal activity carried out, are consumers.

4.4. If these prohibitions are infringed or in the case of orders, from any party, that are anomalous as regards the quantity of products purchased or the frequency of purchases made, Metaxy S.r.l may take all necessary action to stop the irregularities, including not accepting or cancelling irregular orders or notifying CELLULARLINE in order to have access to the Site stopped and/or registration with the Site cancelled.

4.5. Lastly, Metaxy S.r.l may refuse or cancel orders from (i) a user against whom it has taken legal action; (ii) a user that has previously infringed these CGV and/or conditions and/or terms of any purchase agreement with DataExpert; (iii) a user that has been involved in fraud of any kind and, in particular, in fraud relative to credit card payments; (iv) users that have provided false, incomplete or inaccurate identification data, or, regarding the procedure in article 13.3 hereunder, have not promptly sent Metaxy S.r.l the documents it requested or have sent invalid documents; (v) a user that has infringed the provisions of article 5.6 hereunder.

5. Registration with the Site and Interphone Sites

5.1 The registration service is provided by CELLULARLINE.

5.2 Registration with the Site is free of charge. To register with the Site, the user must compile the specific form, putting his/her name, surname, an email address, password and click on "Register". The user will be confirmed of the registration in an email.

5.3 CELLULARLINE owns the trademark "Interphone" and the following sites: interphone.com/it, interphone.com/fr, interphone.com/de, interphone.com/es, interphone.com/uk (individually "Interphone Site" and collectively "Interphone Sites"), on which CELLULARLINE provides the registration service and product review services and Metaxy S.r.l provides the sales service. By registering with the Site, the user also registers at the same time with Interphone Sites ("Registration"). The user is clearly informed of this in the registration form. Moreover, the user may access these CGV and the general terms of sale of Interphone Sites and the privacy notice of CELLULARLINE and of Metaxy S.r.l from dedicated links in the registration form. These CGV and the general terms of sale of Interphone Sites must be approved in order to register. Users of the Site and Interphone Sites may also make purchases without registering (as a guest).

5.4 Users can register by opening a personal account called "My Account" ("Account"), which enables them, among others, to:

- manage their personal data and update them at any time;
- save and amend their addresses;
- access their wishlist;
- access all information about their orders and any returns;
- view purchase invoices, if requested;
- access aftersales services;
- close the account.

5.5 As regards the Account, users are notified of the following:

1) registration with the Site and Interphone Sites is a single action: a user who registers with the Site, and therefore at the same time with Interphone Sites, will use a single account for the Site and the Interphone Sites;

2) the information the user views in his/her Account and/or actions that may be taken using the Account depend, however, on the site where the user is, when accessing the account. For example:

a. the user will display his/her personal details, addresses and privacy options and may change them whether accessing his/her account from the Site or from an Interphone Site;

b. instead, the user: (i) when accessing his/her account from the Site, can only view orders sent via that Site and/or returns relative to orders sent through that Site and may, therefore, perform all relative actions (e.g. cancel an order or exercise the right to withdraw online) only for orders sent through that Site (s/he cannot therefore view orders sent through Interphone Sites, nor perform actions concerning such orders); (ii) when accessing his/her account from an Interphone Site, can only view orders sent via the Interphone Sites and/or returns relative to orders sent through Interphone Sites and may, therefore, perform all relative actions (e.g. cancel an order or exercise the right to withdraw online) only for orders sent through Interphone Sites (s/he cannot therefore view orders sent through the Site, nor perform actions concerning such orders);

3) like registration, cancelling the account is a single action; using the function "Close Account", in the Account will cancel the account with reference to the Site and Interphone Sites, regardless of the site where the user is, when using the function; after using this function, the user can no longer log into the Site or Interphone Sites, and must register again.

5.6 Without prejudice to article 5.3. above, each user can have only one registration. It is therefore prohibited for users to create several accounts referable to the same natural or legal person, company and/or organisation of any kind, also using data which are truthful. Users are also prohibited from entering the personal data of third parties and/or false and/or invented and/or made up data, in any way, which is not truthful, for registration purposes. If these prohibitions are infringed, without prejudice to the provisions in article 4.5 above, CELLULARLINE may close all accounts that refer to the same natural or legal person, same company and/or same organisation.

5.7 Registration credentials (email and password) ("Registration credentials") enable the user to access the Site and Interphone Sites and/or to make purchases on these sites as a registered user and carry out, among others, the activities indicated in article 5.2 above. The credentials must therefore be kept with the utmost care and attention, and may only be used by the user and not given to third parties. The user undertakes to not disclose the credentials and ensure no-one has access to them. The user also undertakes to immediately inform CELLULARLINE, through DataExpert, at the contacts in article 18 below, if s/he suspects or becomes aware of an improper use or disclosure of the credentials.

5.8 The user guarantees that the personal data provided during registration and/or the purchase and/or at any time, is complete, truthful and refers to the user, and undertakes to indemnify and hold harmless CELLULARLINE and Metaxy S.r.l from any damage, compensation obligation and/or sanction arising from and/or in any way connected to infringement by the user of the guarantees in article 5 and/or infringement of the rules on Registration, on purchase from the Site and/or the retention of Registration Credentials.

6. Direct information for entering into the agreement online

6.1. In compliance with Legislative Decree no. 70 of 9 April 2003 on e-commerce, Metaxy S.r.l informs the user that:

a) to enter into the agreement to purchase one or more Products on the Site, the user must compile an

electronic purchase form and send it to DataExpert, electronically, following the instructions that are given from time to time on the Site;

b) the agreement is entered into when the order form reaches the server used by DataExpert;

c) before sending the order form, the user may identify and correct data entry mistakes, following the instructions on the Site;

d) after registering the order form and receiving confirmation of the pre-authorisation requested and/or validity of the payment method used, Metaxy S.r.l will send the user, at the email address indicated, the order confirmation containing: a summary of the general and special terms applicable to the agreement, information on the essential characteristics of the purchased product, detailed indication of the price, the payment method used, delivery costs and any other additional costs as well as information on the right of withdrawal; a PDF file of the CGV applicable to the order, as well as standard instructions on withdrawal and the standard withdrawal form referred to in article 15 below will be attached to the order confirmation;

e) the order form will be filed in DataExpert's database for the time necessary to perform the order and, in any case, within the limits established by law. The essential parts of the order form will be indicated in the order confirmation. The registered user may also access his/her order form, in the section of the Account "Order History".

6.2. As regards languages available on the Metaxy S.r.l site:

- users may enter into agreements in Italian, French, German, Spanish and English;
- Transaction Emails will be sent in Italian;
- Customer Service is available in Italian or English.

7. Product Availability

7.1. The Products that may be purchased through the Site are the items in the e-catalogue published on the Site, which may be viewed when placing the order. The Products offered for sale through the Site mainly belong to the following goods' categories: consumer electronics and telephone accessories.

7.2. Each Product has an information page explaining the main characteristics ("Product Page"). The Product Page contains information on Product availability. If a Product is not available, the registered user may request to be notified as soon as the product becomes available, activating the function "Let me know when available" by selecting the relative button on the Product Page. The user making this request will be notified by email if the Product becomes available in the following 12 months. The availability request is not a purchase obligation in any way or a Product booking or order.

7.3. Product availability is continually monitored and updated. However, as the Site may be visited by several users at the same time, it is possible that several users purchase the same Product at the same moment. In these cases, the Product might be available for a short time, but instead is no longer available or no longer immediately available and the user will have to wait for the new range.

7.4. If the Product is no longer available for the above reasons or in other cases when the Product becomes unavailable, without affecting the user's statutory rights, and, in particular the rights established by Part XIV, Section II of Book IV of the Civil Code, Metaxy S.r.l will immediately notify the user by email. The user will therefore be lawfully entitled to immediately terminate the agreement, without affecting his/her right to seek compensation, pursuant to and for the purposes of article 61, paragraphs IV and V of the Consumer Code, notifying Metaxy S.r.l according to the procedures and addresses indicated in article 18 hereunder. If the user exercises his/her right to terminate the agreement provided for by the above legislation, or if the user, although notified by DataExpert, does not exercise this right, the agreement will be terminated, without affecting the rights of the user established by law. DataExpert, without affecting the user's right to seek compensation, will request, without undue delay, through the banking systems, release of the total amount due, which consists of the price of the Product, delivery costs, if applied, and any other additional cost, as resulting from the order ("Total Amount Due") and pre-authorised as indicated in article 13.9 hereunder ("Pre-Authorised Amount"). Termination of the agreement and the amount to release will be notified to the user by email.

7.5. In the case of orders concerning several Products ("Multiple Order"), if the unavailability only concerns some of the Products of the Multiple Order - without affecting the user's statutory rights, and in particular the rights established by Part XIV of Section II of Book IV of the Civil Code, and without prejudice to article 7.4 above, if the unavailability concerns all ordered Products - Metaxy S.r.l will immediately notify the user by email. The user will therefore be lawfully entitled to immediately terminate the agreement, only as regards the Products which become unavailable, without affecting his/her right to seek compensation, pursuant to and for the purposes of article 61, paragraphs IV and V

of the Consumer Code, notifying Metaxy S.r.l according to the procedures and addresses indicated in article 18 hereunder. If the user exercises his/her right to terminate the agreement provided for by the above legislation, or if the user, although notified by DataExpert, does not exercise this right, the agreement will be partially terminated, only as regards such Products, with consequent request, without undue delay and, in any case no later than the deadline of 15 business days from when the order was sent, to release the partial amount due, which consists of the price of such Products and any other additional cost relative to said, as resulting from the order ("Partial Amount Due"). Termination of the agreement and the amount to release will be notified to the user by email. In the event of partial termination of a Multiple Order, the delivery costs will not be returned, as they refer to the delivery of Available products, for the reasons explained in article 14.5 hereunder.

7.5 bis In cases indicated in articles 7.4 and 7.5 above, DataExpert, regardless of the choice of the user, will give the user, on request, a voucher in proportion to the Total Amount Due, or as applicable, to the Partial Amount Due. As regards the voucher, article 14.11 hereunder applies.

7.6. Metaxy S.r.l informs the user that the times to release the Pre-Authorised Amount depends exclusively on the issuer of the credit card and/or payment instrument used, which for some types of cards, may be up to their natural expiry which is usually 30 days from the date of pre-authorisation. In the cases indicated in articles 7.4 and 7.5 above, DataExpert, therefore, once the release has been requested, may not be held liable, under any circumstances, for any direct or consequential damage, caused by the banking system's delay in and/or failure to release said amount.

8. Product information

8.1. Each Product has a Product Page The images and descriptions on the Site reproduce the characteristics of the Products as faithfully as possible. However, the colours of the Products and their packaging could differ from the real colours due to the settings of the IT systems or computers used by users for their display. The images of the Product on the Product Page could also differ as regards size or in relation to any accessory products. These images shall therefore be considered as indicative and with allowances. For the purposes of the purchase agreement, the description of the Product on the Product Page and/or in the technical datasheet, if present, will apply.

9. Prices

9.1. All prices of the Products published on the Site are in euros and include Value Added Tax.

9.2. Metaxy S.r.l may modify the price of the Products at any time, without notice, save for the price charged to the user being the price in the order summary and displayed by the user before order transmission and without considering any changes (increases or decreases) made after the order has been sent.

10. Purchase orders

10.1. The purchase agreement will be lawfully terminated, pursuant to article 1456 of the Civil Code, if the pre-authorisation or actual debit is not successful as indicated in article 13.9 hereunder, with the consequent non-payment of the Total Amount Due. In the first case, the user will be notified through the Site that the transaction has not been successful and that the order has consequently been cancelled; in the second case, the user will be notified by email that no amount has been debited and that the agreement has been consequently terminated.

10.2. Ownership of the Products will be transferred to the user at the time of dispatch, meaning when the Product is delivered to the carrier ("Dispatch"). The risk of loss of or damage to the Products for reasons not attributable to DataExpert, is instead transferred to the user, when the user, or a third party designated by said other than the carrier, takes possession of the Products. The Dispatch will be carried out, by virtue of article 10.1 above, only subject to the actual amount indicated in article 13.9 hereunder being debited, and therefore, the Total Amount Due actually being paid.

10.3. To send a purchase order through the Site, these CGVs must be read and approved, checking the box displayed during the purchase procedure. Purchases cannot be made through the Site if the CGVs are not accepted.

10.4. The user may request the issue of the sales invoice, checking the relevant box during the purchase procedure and compiling the form provided. If requested, the invoice will be sent to the user by email, and in the case of a registered user, will also be made available in his/her account. For the issue of the invoice, the information provided by the user in the form and which the user guarantees is true, will apply. The user undertakes to indemnify and hold harmless Metaxy S.r.l from any damage, compensation obligation and/or sanction that may arise and/or be applied in the case that the information is inaccurate and/or untrue. Changes in the invoice will not be possible after it has been

issued.

11. Order cancellation

11.1. Without affecting the right of withdrawal indicated in article 15 hereunder, a registered user may cancel the order made on the Site within one hour from sending the order and, in any case, up until when the order is available for cancellation, i.e. until the "Cancel" button in the "Order History" section of the account, next to each order, can be clicked. An unregistered user cannot cancel orders according to the above procedures, as s/he does not have an account, without affecting his/her right to withdraw from the purchase agreement according to the procedures and times indicated in article 15 hereunder.

11.2. When cancelling the order on request of the user, as provided for in article 11.1 above, the user will be notified in a specific email. Cancellation of the order on request of the user will terminate the relative purchase agreement and the obligations of Metaxy S.r.l. arising therefrom will end.

11.3 In the case of cancellation of the order on request of the user, as provided for in article 11.1 above, Metaxy S.r.l. will release the Pre-Authorised Amount relative to the cancelled order, through the banking systems, without undue delay. The times to release the Pre-Authorised Amount depend exclusively on the issuer of the credit card and/or payment instrument, which for some types of cards, may be up to their natural expiry which is usually 30 days from the date of pre-authorisation. Once release of the amount in question has been requested, Metaxy S.r.l. may not be held liable, under any circumstances, for any direct or consequential damage, caused by the banking system's delay in and/or failure to release said amount.

12. Reviews

12.1. The review service is offered and provided by Cellularline.

12.2 It is permitted to leave a review ("Review") for Cellularline-branded products, under the following terms and conditions.

- a) Reviews may be left both by registered users and guests, even if they have not purchased the product covered by the review or they purchased it offline, as long as they are over the age of 18.
- b) Reviews must be truthful.
- c) Reviews may cover both Cellularline-branded products, and the purchase experience of such products, whether this was via the website or offline.
- d) To enter a Review, users must complete the corresponding form on the product page, entering all mandatory data (i.e. score; Review title and text, nickname).
- e) Reviews will be published by Cellularline within a maximum of three working days from their submission when the company considers them appropriate, in accordance with the following conditions:
- f) Reviews will be published under the nickname chosen by the user upon submission.
- g) The assessment of whether a review is suitable will be performed by Cellularline, at its complete discretion. Cellularline reserves the right not to publish reviews or to remove previously published reviews for any reason.
- h) The Product review corresponds to the average score given by users who have left a review of the product.
- i) Users are prohibited from:

a. submitting Reviews which do not relate to the Product on the product page on which they were submitted;

b. entering content which is misleading with regard to the subject of the review or not relevant to the same;

c. submitting reviews containing defamatory, offensive, vulgar, sexually explicit, violent, obscene and/or harassing content, or which is in any way contrary to the law, public order and decency or damaging to the reputation of Cellularline, Data Expert and/or any third party, including the party from whom the user may have purchased the product, and/or the manufacturer;

d. submitting reviews containing advertising or promotional content, or which contain spam or any kind of solicitation and/or which expose readers to any product safety risks (e.g. recommending product modifications, customisations or improper uses of the same);

e. including the personal data of third parties in reviews;

- f. including data in reviews which belongs to the “special” categories pursuant to article 9 of the GDPR (EU Regulation 2016/679), more specifically, relating to health, as defined by article 4.15 of the same Regulation and/or data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or data concerning a natural person's sex life or sexual orientation;
- g. submitting reviews containing threats of any type and/or content inciting hatred, racism, homophobia, or which is in any way discriminatory or contains political content or propaganda;
- h. submitting reviews containing content which violate the rights of third parties or for which the user has received any consideration or payment from third parties;
- i. submitting reviews containing references to other websites or competitors of Cellularline;
- j. submitting reviews containing content which may contain and/or transmit computer viruses, worms or other malware;
- j) reviews which violate the provisions of this article, and in particular the prohibitions laid out above, will be deleted and consequently will not be published;
- k) customers agree to hold Cellularline, Data Expert and the companies of the group to which Cellularline and Data Expert belong harmless and indemnify them for any damages which might result from Reviews which violate the provisions and/or restrictions laid out in this article and/or violate laws, regulations or the rights of third parties;
- l) by submitting a review, users authorise Cellularline to publish it on the website, free of charge, under the nickname they chose upon submission.

m) Users are hereby informed that Data Expert plays no part in moderating reviews, as this service is provided by Cellularline, and that Data Expert is consequently extraneous to the process of personal data related to the Reviews, which is performed by Cellularline, as independent controller, on the basis of Cellularline's Privacy Policy, which can be consulted by clicking here.

12.2 Notwithstanding the application of personal data protection regulations, Reviews will be published for a maximum period of 24 months following receipt, unless a deletion request is received. If a product is taken off the market, the corresponding reviews will be deleted. Users may request deletion of their published reviews using the contact details provided in article 18 hereunder.

13. Method of payment

13.1 The payment of the Products purchased through the Site may take place according to the methods described in sections hereunder. If one of the methods may not be used regarding a specific Product, this will be clearly indicated on the Site, at the latest at the start of the purchase procedure. In any case, unavailable payment methods can not be selected by the user during check out.

A) Payment by credit card

13.2. The Products purchased through the Site may be paid for by credit card, directly through the Site. Maestro, MasterCard and Visa are accepted. In any case, accepted cards are indicated in the footer of each Site page.

13.3. To guarantee secure payments made on the Site and prevent any fraud, Metaxy S.r.l may request the user, by email, to send a copy of the front/back of his/her identity card by email and, if the person placing the order is not the person named in the credit card, Metaxy S.r.l may request the identity card of the latter. The identity card shall be valid. The deadline for Metaxy S.r.l to receive the document will be indicated in the email. In any case, this deadline will be no more than 5 business days from when the request is received from the user. The order will be suspended, while waiting for the document. The user must send the requested documents in the times indicated.

13.4. If Metaxy S.r.l does not receive these documents in the time indicated in the email or receives documents that have expired or are invalid, the agreement will be considered lawfully terminated pursuant to and for the purposes of article 1456 of the Civil Code and the order subsequently cancelled, without affecting DataExpert's right to seek compensation due to the nonconforming behaviour of the user. Termination of the agreement, which will be notified to the user by email no later than 5 business days after the deadline for sending the documents requested by DataExpert, will cancel the order, with

consequence release of the Pre-Authorised amount and the adoption, in so far as compatible, of article 7.4 above. The period of time for reimbursement starts from termination of the order.

13.5. If Metaxy S.r.l receives valid documentation in the times indicated in the email in article 13.3 above, the delivery times applicable to the order will start from the date when the documentation is received.

13.6. Data Expert uses the secure payment service of the company Nexi Payments s.p.a., which uses the SSL protocol. Sensitive credit card data (card number, holder, expiry date, security number) are acquired directly by Nexi Payments s.p.a. Therefore Metaxy S.r.l never has access to, nor stores the data of the credit card used by the user to pay for the Products, apart from the case provided for in article 13.3 above, only regarding the cardholder's name.

B) Payment by PayPal

13.7 The Products purchased through the Site may be paid for by PayPal. If the user chooses this payment method, s/he will be redirected to the site www.paypal.it, where s/he can pay for the Products based on the relative procedure, regulated by PayPal and according to the terms and conditions of the agreement made by the user with PayPal. The data entered on the PayPal site are processed directly by PayPal and will not be transmitted to or shared with DataExpert. Metaxy S.r.l therefore cannot know nor is able to save any data of the credit card connected with the user's PayPal account or the data of any payment instrument connected with this account.

13.8 In the case of termination of the purchase agreement and in any other case of release and/or reimbursement, for any reason whatsoever, after the Pre-authorisation or actual debit, respectively, as indicated in article 13.9 hereunder, the amount of the release, or of the reimbursement respectively will be released and/or credited to the user's PayPal account. The times to release amounts to the connected payment instrument depend exclusively on PayPal and the banking system and, for some types of cards, may be up to their natural expiry which is usually 30 days from the date of pre-authorisation. Times to re-credit the payment instrument connected to the user's PayPal account also depend on PayPal and the banking system. Once the order to credit this account or, depending on cases, the request for release has been made, Metaxy S.r.l may not be held liable for any delays in or omitted amounts credited and/or released, for which complaints must be made by the user directly to PayPal.

C) Common instructions for payment by credit card and PayPal

13.9 When the order is sent, Metaxy S.r.l will make a request to use the user's credit card or payment instrument connected with the PayPal payment method equal to the Total Amount Due, calculated as indicated in article 7.4 above, with the effect, if requested authorisation is confirmed, of booking and securing the sum corresponding to this amount, deducting it from the user's funds ("Pre-Authorisation"). The actual amount will be debited from the credit card or payment instrument connected with the PayPal payment method used by the user only on Dispatch of the Products ("Actual Charge").

14. Delivery of the Products

14.1 The Products purchased on the Site may only and exclusively be delivered to the delivery address indicated by the user in the order form ("Home Delivery") and only and exclusively in Italy. The delivery will not be made to PO boxes or poste restante.

14.2 All users may therefore access the Site, regardless of their nationality and/or place of residence and/or of establishment, save for the Products only and exclusively being delivered in Italy, as indicated in article 14.1 above.

14.3 The user must therefore indicate on the order form a delivery address in Italy, that is not a PO box or poste restante, regardless of his/her nationality and/or place of residence and/or of establishment. Orders with a delivery address outside Italy or a delivery address that is a PO box or poste restante, regardless of the nationality, place of residence and/or of establishment of the user, will be cancelled, pursuant to and for the purposes of article 1456 of the Civil Code. The Total Amount Due relative to orders will be released according to the procedures and terms in article 7.4 above, in so far as compatible.

14.4 Home delivery is against payment. The delivery costs for the Products ("Delivery Costs"), which may vary depending on the delivery method selected by the user, and any other additional costs, are, therefore, paid by the user, unless otherwise indicated on the Product Page or in other parts of the Site. The specific amount of Delivery Costs payable by the user regarding a specific order will be specifically and separately indicated (in euros and including VAT) in the order summary and, in any case, before the user sends the order, and also in the email confirming the order. Metaxy S.r.l may modify the

Delivery Costs, also offering free delivery, at any time, without notice, save for the Delivery Costs charged to the user being the costs indicated in the order summary, before the user is bound by the agreement, and without considering any changes (increases or decreases) made after the order has been sent.

14.5 In the case of partial withdrawal concerning Multiple Orders and/or partial termination, for any reason whatsoever, of the purchase agreement relative to Multiple Orders, Delivery Costs will not be reimbursed, as their amount does not depend on the number of the Products ordered or on their weight, because these costs are calculated as a fixed amount that does not take into account these two aspects and which, therefore, may refer to the delivery of Products other than the products the withdrawal and/or partial termination refer to. Delivery Costs will instead be returned if the withdrawal of termination concerns all Products of a Multiple Order.

14.6 In the case of partial withdrawal from Multiple Orders and/or partial termination of the purchase agreement relative to Multiple Orders, for reasons not attributable to DataExpert, if, due to the withdrawal or partial termination, the Total Amount Due decreases to below the amount for free deliveries, the Delivery Costs that should have been paid if the delivery had not been free, will be charged to the user and consequently deducted from the amount to reimburse, calculated based on the costs indicated in the page "Deliveries and limitations", which may be accessed from the link of the same name in the Site footer and on the Product Page.

14.6-bis In the order summary and/or in any case, during the purchase procedure, before the user sends the order, the times by which Metaxy S.r.l. will deliver the Products ordered by the user will be indicated, which take account, besides the delivery area and procedure, of the possibility that the user may purchase several Products in the same order ("Terms of Delivery"). The Terms of Delivery start from the business day following the day when the agreement is entered into (i.e. the sending of the order) unless otherwise indicated. The Terms of Delivery will be indicated in the order confirmation. If the Terms of Delivery are not indicated, delivery will take place in any case no later than thirty days from the day when the agreement is entered into. The obligation to deliver is met with the transfer of actual availability or in any case control of the Products to the user. The Terms of Delivery are calculated considering only business days, excluding Saturdays, Sundays and all national holidays in Italy.

14.6-ter Home Delivery means delivery at street level, unless otherwise indicated in the Product Page. Delivery will take place from Mondays to Fridays during normal business hours (from 9.00 to 18.00 hours) excluding national holidays in Italy. In the case of a Multiple Order, separate deliveries are not made. All products of a Multiple Order will therefore be delivered at the same time.

14.7 At the time of Dispatch, i.e. the delivery of the purchased Products to the carrier, the user will be sent an email confirming delivery of the Products to the carrier ("Email Confirming Dispatch"), with instructions to track the delivery. Registered users may track progress also through their account.

14.8 The user acknowledges that collection of the Product is a specific obligation arising from the purchase agreement. If a delivery cannot be made due to the absence of the recipient at the address indicated in the order form, the carrier will leave a notice of attempted delivery for the recipient ("Notice of Attempted Delivery"). The carrier will then try to make the delivery the following day. If the delivery cannot be made after two attempts, the parcel will be held "in storage" by the carrier. The carrier will therefore notify the storage to DataExpert, that will contact the user through Customer Service to release the item held (for example, agreeing on a new delivery). In any case, after 10 business days from the second day following the day when the Attempted Delivery notice is left, without being able to proceed, for any reason not attributable to DataExpert, with the delivery (e.g.: attempted delivery and/or an additional attempted delivery), the purchase agreement will be considered as terminated pursuant to and for the purposes of article 1456 of the Civil Code, with consequent reimbursement, no later than 15 business days from termination of the agreement, according to the procedures in article 7.4 above, of the Total Amount Due, minus Delivery Costs, as the delivery was not successful for reasons attributable to the user, storage costs, costs to return the Product to Metaxy S.r.l and any other cost that may arise due to failed delivery because of the recipient's absence. The delivery procedure, the terms for managing unsuccessful delivery due to the recipient's absence and the relative consequences will be reminded to the user in the Email Confirming the Dispatch.

14.9 If the purchased Product is not delivered or is delivered later than the Terms of Delivery indicated during the purchase procedure and in the order confirmation, the user, pursuant to article 61 of the Consumer Code, may request Metaxy S.r.l to make a delivery in an additional time which is appropriate for the circumstances ("Additional Time pursuant to article 61, paragraph III of the Consumer Code"). If this additional time ends without the Products being delivered, the user may lawfully terminate the agreement ("Termination of the Agreement pursuant to article 61, paragraph III of the Consumer

Code”), without affecting his/her rights to seek compensation. The user does not have the obligation to grant Additional Time pursuant to article 61, paragraph III of the Consumer Code (“Excluded Cases”) if: a) Metaxy S.r.l. has specifically refused to deliver the Products; b) compliance with the Term of Delivery indicated during the purchase procedure and in the order confirmation must be considered as essential, in view of all circumstances relative to entering into the agreement; c) the user has informed DataExpert, before entering into the agreement, that delivery within a given date is essential. In Excluded Cases, the user may lawfully terminate the agreement, without affecting his/her right to compensation (“Termination of the Agreement in Excluded Cases”), if s/he does not receive the Products according to the terms of delivery indicated during the purchase procedure and in the order confirmation. The Additional Term pursuant to article 61, paragraph III of the Consumer Code and Termination of the Agreement pursuant to article 61, paragraph III of the Consumer Code or Termination of the Agreement in Excluded Cases shall be notified by the user to Metaxy S.r.l. at the contacts in article 18 hereunder. In the case of Termination of the Agreement pursuant to article 61, paragraph III of the Consumer Code or Termination in Excluded Cases, Metaxy S.r.l. will reimburse the user the Total Amount Due without undue delay, and, in any case, no later than 15 business days from termination of the agreement, by crediting the amount back using the same payment method as for the initial transaction.

14.10 In any case, Metaxy S.r.l. undertakes to notify the user, promptly and by email, of the delay in the delivery (“Notice of Delay”), also indicating the new delivery time, if available (“New Term of Delivery”) and, if the user does not establish the Additional Time pursuant to article 61, paragraph III of the Consumer Code or, as applicable, terminate the Agreement pursuant to article 61, paragraph III of the Consumer Code or terminate the Agreement in Excluded Cases, without prejudice to the possibility for the user to seek at any time such remedies and/or ordinary means of protection provided by law and, in particular, by Part XIV, Section II of Book IV of the Civil Code, Metaxy S.r.l. undertakes, in the case of a delivery delayed by more than [7] business days after the New Term of Delivery or, in any case, by [10] business days after the original Term of Delivery, to allow the user to refuse the delivery and terminate the agreement, with consequent reimbursement, according to the procedures indicated in article 14.9 above, of the Total Amount Due, immediately and, in any case, no later than 15 business days from the request to terminate the agreement or, alternatively, if the user does not wish to terminate the agreement, to reimburse the user for Delivery Costs and, regardless of the choice of the user, to give the user, on request, a voucher in proportion to the Total Amount Due.

14.11 The vouchers as of article 14.10 above will be given by activating a personal code, to be sent to the user by email no later than [15] days from when the conditions for their issue apply. The vouchers may be spent on the Site for up to [3] months from their issue”.

14.12 If the Notice of Delay is not sent or the New Term of Delivery is not established, all terms indicated in article 14.10 above will become effective from the date of the original Term of Delivery. Acceptance of the New Term of Delivery and/or the choices made by the user as indicated in article 14.10 above shall be promptly notified to Metaxy S.r.l. by email at the address in article 18 hereunder.

14.13 The user shall check the conditions of the Product delivered to him/her. Without prejudice to the fact that the risk of loss of or damage to the Products, for reasons not attributable to Metaxy S.r.l. is transferred to the user, when the user, or a third party designated by said other than the carrier, takes possession of the Products, the user is advised to check the number of Products received and that the packaging is intact, undamaged, not wet or altered in any way, even regarding the sealing materials (adhesive tape), and is requested, in his/her interests, to indicate any anomalies on the carrier’s transport document, accepting the parcel conditionally. The unconditional receipt of the Products does not enable the user to take action against the carrier, in the case of loss of or damage to the Products, apart from the case where the loss or damage is due to the wilful misconduct or gross negligence of the carrier and with the exception of partial loss or damage unrecognisable at the time of delivery, provided in the latter case that the damage is reported as soon as it is discovered and no later than eight days after receipt. If the parcel has evident signs of being tampered with or altered, the user is also advised to promptly notify Customer Service. The forgoing is without prejudice, in any case, to the application of laws on the right of withdrawal and the legal guarantee of conformity.

14.14 Purchases cannot be made from the Site by subjects who have not collected a parcel more than twice for different orders. If these subjects place orders infringing this provision, the purchase agreement may be considered terminated pursuant to and for the purposes of article 1456 of the Civil Code. Termination of the agreement will be notified to the user by email. The user will be reimbursed the Total Amount Due according to the procedures and times in article 14.9 above.

14.15 While users are reminded that they may dispose of their used WEEE (Waste from electrical and electronic equipment) at recycling centres or collection points, DataExpert, in compliance with

provisions in Legislative Decree no. 49 of 14 March 2014, offers, at the time of the supply of new electrical and electronic equipment intended for domestic use, the free collection, on a one to one basis, of used equipment, on condition that it is equivalent to the new equipment supplied (“WEEE Service”). The Product Page indicates whether the WEEE Service is available for the Product; via the dedicated link from this page and the link “Notice about WEEE” in the footer of the Site, the user is given all information about procedures for free collection and how the user can apply for this service.

14.16 The WEEE Service is provided according to the following procedures:

- after making a purchase and paying the order according to the procedures indicated in article 13 above, the user may request the WEEE Service, sending an email to cellularline.seller.esp@metaxy.eu putting “WEEE collection” in the subject line and indicating the order number of the new equivalent equipment purchased.
- if several products have been purchased, the user must indicate in the body of the email the number of products to be collected using the WEEE Service. This number cannot exceed the number of products purchased (for example: if you buy 2 powerbanks, you can ask for 1 power bank to be collected, or 2 powerbanks to be collected, but not 3 powerbanks);
- the user will be contacted by the carrier appointed by Metaxy S.r.l. no later than seven days after the request, to agree on the collection date;
- unless otherwise indicated by the user, the WEEE will be collected no more than 30 business days from when the request is received;
- on the agreed date, the user will have the product ready for collection, packed and available at the place where it is located. The address to collect the equipment from must be the same address where the new purchased equipment is delivered;
- the user acknowledges that if, during collection, the used equipment is identified as not being equivalent to the new equipment supplied, the carrier appointed by Metaxy S.r.l. will not collect the Product and if this nonconformity is identified in the email requesting the WEEE collection service, the carrier will not contact the user;
- pursuant to article 12, paragraph 4 of Legislative Decree 49/2014, the collection of WEEE may be refused: (i) if there is a risk of collection operators being contaminated; (ii) if the WEEE does not have its main components; (iii) if the equipment for which collection is requested contains waste other than WEEE.

15. Right of withdrawal

15.1 Pursuant to articles 52 and following of the Consumer Code, the user that qualifies as a consumer is entitled to withdraw from the agreement to purchase the Product without giving any reason and without having to bear costs apart from the costs indicated in articles 15.6 and 15.9 hereunder, no later than the deadline of fourteen calendar days (“Withdrawal Period”). The Withdrawal Period ends after 14 days:

- a) in the case of an order for a single Product, from the day when the user or a third party, other than the transport company chosen by the user, takes possession of the goods; or
- b) in the case of an order for the delivery of a Product comprising multiple lots or items, from the day when the user or a third party, other than the transport company chosen by the user, takes possession of the last lot or item.

15.2 To exercise the right of withdrawal, the user must inform DataExpert, before the end of the Withdrawal Period, of his/her decision to withdraw. For this purpose, the user may:

- a) use the standard withdrawal form (“Online Withdrawal Form”) made available on the Site, before entering into the agreement clicking on the link “Right of Withdrawal”, which is also on the Product Page, and in the footer of the Site, and attached to the order confirmation email;
- b) present a specific statement of his/her decision to withdraw from the agreement (“Statement of Withdrawal”).

15.3 Metaxy S.r.l. also gives the user the chance to withdraw online, by compiling and sending the specific form (“Online Withdrawal Form”), which may be accessed from the link “Right of Withdrawal”, which is also on the Product Page, and in the footer of the Site. In the case of withdrawal online, Metaxy S.r.l. will promptly send the user an email confirming it has received the request to withdraw. The user may be asked to indicate why s/he wants to withdraw, however, it is not necessary to reply. Not giving a reason for withdrawing will not have any effect on exercising the right of withdrawal.

15.4 Unless the Online Withdrawal Form is sent, the Standard Withdrawal Form or Statement of Withdrawal must be sent to:

email: cellularline.seller.esp@metaxy.eu

or

to the postal address: Metaxy Srl, Via Pomini 92, 21050 Marnate (VA).

15.5 The user has exercised his/her right to withdraw within the Withdrawal Period, if the notice to exercise the right of withdrawal is sent by the consumer before the end of the Withdrawal Period. If the user makes a Statement of Withdrawal, s/he must indicate the order number, the Product(s) the withdrawal refers to and his/her address in the Statement of Withdrawal. As proof of exercising the right of withdrawal before the expiry of the Withdrawal Period is the responsibility of the user, it is in the interests of the user to notify withdrawal to Metaxy S.r.l on durable medium. In all cases of withdrawal, regardless of the procedure, Metaxy S.r.l will send the user an email with a PDF attachment containing the RMA code. The user is requested to put this code in the parcel when returning the Product, to facilitate the tracking of the Product with the original order ("RMA Code").

15.6 The user must return the Products to Metaxy S.r.l using a transport company of his/her choice and at his/her expense, without delay, and in any case no later than 14 calendar days from informing Metaxy S.r.l of the decision to withdraw ("Deadline for Withdrawal"). The Deadline for Withdrawal is met if the user sends back the Products before the period of fourteen days ends. The Product, suitably protected and packed, must be returned to the following address: Metaxy S.r.l/c/o Transmec LOG, Via Strasburgo, 31 41011 Campogalliano (MO).

The direct costs of returning the Products are paid by the user, including any customs' duties, and the User is also responsible for the transport of the Products. If, due to their nature, the Products cannot be normally returned by post, the maximum cost estimated for the return, identified based on the type of Product and delivery cost will be indicated in the standard withdrawal instructions ("Standard Withdrawal Instructions"). The Standard Instructions of Withdrawal, with information on exercising the right to withdraw, are made available to the user on the Site, before entering into the agreement, clicking on the link "Right of Withdrawal", which is also on the Product Page, and in the footer of the Site, and attached to the order confirmation email; The user is responsible for returning the Products at his/her expense. The user is kindly requested to put the document containing the RMA Code in the parcel, or indicate this code in the parcel used to make the return, for a more efficient management of the return and, if possible, to put the Product in the original packaging.

15.7 If the user withdraws from the agreement, Metaxy S.r.l will reimburse the Total Amount Due, or in the case of Multiple Orders, the Partial Amount Due, including, in the first case, delivery costs, if applicable, without undue delay and, in any case, no later than 14 calendar days from the day when Metaxy S.r.l is informed of the user's decision to withdraw from the agreement. The reimbursement will be made using the same payment method as the initial transaction, unless otherwise specifically agreed with the user. Specifically: (i) in the case of payment by credit card, the amount to reimburse will be paid using the same payment method as the user for the purchase; (ii) in the case of payment by PayPal, the amount will be paid to the user's PayPal account. In any case, the user will not have to pay any cost as a result of this reimbursement. Metaxy S.r.l may suspend the reimbursement until the Products of the withdrawal have been received, or, if prior, until the user can prove that the products have been sent back. In the event of partial termination of Multiple Orders, the Delivery Costs will not be returned, as they refer to the delivery of the Products for which the user did not exercise the right to withdraw, for the reasons indicated in article 14.5 above.

15.8 The user is only responsible for the decrease in the value of the goods resulting from the handling of the Product other than that necessary to establish the nature, characteristics and functioning of the Product. The Product shall in any case be stored, handled and inspected with normal diligence and returned intact, with all its parts, in perfect working order, including any accessories, leaflets, identification tags, labels and the seal, where present, still attached to the Product and intact and without being tampered with, as well as perfectly suitable for the intended use and without signs of wear or dirt and, if possible, in the original packaging. Moreover, withdrawal applies to the entire Product. Withdrawal may not therefore be exercised in relation to Product parts and/or accessories.

15.9 In the case where the Product for which withdrawal has been exercised decreases in value as a result of the handling of the good other than that necessary to establish the nature, characteristics and functioning of the Product, an amount equal to this decrease in value may be deducted from the amount of the reimbursement. Metaxy S.r.l will notify the user of this circumstance and consequent decrease in the amount of the reimbursement no later than 5 business days from receipt of the Product, giving the user, if the reimbursement has already been paid, bank details for payment of the amount owing by the user due to the decrease in value of the Product.

15.10 If withdrawal is not exercised in compliance with provisions in applicable laws, the agreement will not be terminated and consequently no reimbursement will be due. Metaxy S.r.l will notify the user no

later than 5 calendar days from receiving the Product, refusing the request for withdrawal. The Product will be available for the user to collect, who will be responsible and will pay for such collection.

15.11 The user is reminded that the right of withdrawal does not apply in the cases indicated in article 59 of the Consumer Code. If, in accordance with law, the right of withdrawal does not apply, this exclusion will be specifically indicated on the Product Page and/or, in any case, during the purchase procedure, before the user sends the order.

16. Legal guarantee

16.1. All products sold on the Site are covered by the legal guarantee of conformity envisaged in articles 128-135 of the Consumer Code ("Legal Guarantee").

16.2. Who is the Legal Guarantee for

The Legal Guarantee is for consumers. It therefore applies only to users who have made a purchase from the Site for purposes not related to any business, commercial, artisanal or professional activity carried out. Subjects who have made a purchase from the Site and are not consumers, will be covered by warranties against defects of sold items, warranties against defects concerning promised, essential qualities and other warranties envisaged by the Civil Code with relative terms, validities and limitations.

16.3. When does the Legal Guarantee apply

The seller (and therefore as regards purchases made from the site, DataExpert) is liable to the consumer for any lack of conformity existing at the time of delivery of the product and which occurs within two years of said delivery. In order for the guarantee to be valid, the lack of conformity must be notified to the seller within two months from the date when it is discovered.

Unless proven otherwise, it is assumed that a lack of conformity occurring within six months from delivery of the product already existed at the date of delivery, unless this assumption is not compatible with the nature of the product or with the nature of the lack of conformity. As from the seventh month following delivery of the product, the consumer will be responsible for proving that the lack of conformity already existed at the time of delivery.

To use the Legal Guarantee, the user must therefore provide proof of the date of purchase and delivery of the good. For this purpose, the user should therefore keep the email confirming the order or purchase invoice, if requested or the transport document or any other document that can certify the date when the purchase was made (for example a credit card or bank account statement) and the date of delivery.

16.4 What is a lack of conformity

A lack of conformity exists, when the purchased good:

1. is not suitable for its intended use;
2. does not conform to the description given by the seller and does not have the quality of the good the seller presented to the buyer as a sample or model;
3. does not have the quality and performance which are customary of the type of good, which the consumer may reasonably expect, also considering statements made in advertising or on labelling;
4. is not suitable for the particular use required by the consumer and made known to the seller on stipulation of the agreement and to which the seller agreed.

The Legal Guarantee does not therefore cover any failures or malfunctions caused by accidental events or the responsibility of the user or by a use of the product which does not conform to its intended use and/or use indicated in technical documentation attached to the product.

16.5 Remedies available to the user

In the case of a lack of conformity duly notified within deadlines, the user is entitled:

- firstly, to the free replacement or repair of the good, as decided by the user, unless the remedy requested is objectively impossible or too expensive compared to another remedy;
- secondarily (if the repair or replacement is impossible or too expensive or the repair or replacement is not carried out within appropriate times, or a previous repair or replacement has caused considerable inconvenience for the consumer), to a reduction in the price or termination of the agreement, as decided by the user.

The requested remedy is too expensive if the seller has to bear unreasonable expenses compared to alternative remedies that may be adopted, considering: (i) the value the good would have if there were no lack of conformity; (ii) the extent of the lack of conformity; (iii) any alternative remedy that may be adopted without considerable inconvenience to the consumer.

16.6 What to do in the case of a lack of conformity

If, during the validity of the Legal Guarantee, a product purchased on the Site appears to have a lack of conformity, the user may contact Customer Service, through the contacts indicated in article 18 below or directly follow the procedure indicated below. In all cases, regardless of whether the user purchased the product as a registered or unregistered user, the user must: (i) compile the form to exercise the legal guarantee, available on the Site on the page "Notice on the Legal Guarantee ("Legal Guarantee Application Form") and send it to Metaxy S.r.l by email, to the address indicated in article 18, and in the form itself, if available, following the guided procedure available on the Site, from the link (ii) send, together with the Legal Guarantee Application Form, photographic documentation supporting the request, if the defect is visible, or, if the defect is not visible, a detailed description of the defect; (iii) send a copy of the order confirmation and/or invoice, if requested, together with the Legal Guarantee Application Form. Metaxy S.r.l will promptly follow up the notification of the alleged lack of conformity and if, based on received documentation, it considers there are grounds to suspect the lack of conformity exists, without affecting the user's statutory rights, or DataExpert's rights to establish that the lack of conformity does not exist, Metaxy S.r.l will send a code to the user ("Legal Guarantee Return Code") to put in the parcel together with the Product in question and will contact the user to agree on collection of the Product, at the expense of DataExpert. After receiving the Legal Guarantee Return Code, the user must: (i) put this code on the copy of the Legal Guarantee Application Form; (ii) put the form in the parcel together with the Product in question; (iii) deliver the parcel (containing the Product in question and the Legal Guarantee Application Form compiled with the Legal Guarantee Return Code) to the carrier sent by Metaxy S.r.l on the agreed on day and at the agreed on time.

After receiving the Product in question, Metaxy S.r.l will check whether or not there is a lack of conformity. If the lack of conformity exists:

a) and the remedy is to repair the Product, Metaxy S.r.l will repair the product, also through third parties and, specifically, CELLULARLINE, at its expense, and will deliver the repaired product to the user within a maximum of 60 business days from when it was notified of the lack of conformity by receiving the Legal Guarantee Application Form;

b) if the remedy is to replace the product, Metaxy S.r.l will terminate the purchase agreement and reimburse the Total Amount Due paid by the user, using the same payment method as the initial transaction, within a maximum of 60 business days from when it was notified of the lack of conformity by receiving the Legal Guarantee Application Form; the user shall therefore place a new order through the Site, for the replacement Product, paying for it according to procedures indicated in article 13 above; Metaxy S.r.l will therefore deliver the replacement Product to the user, at its own expense, according to the delivery times indicated during the purchase procedure, and will reimburse the user for Delivery Costs of the replacement product order, giving a voucher for the same amount; as regards this voucher, article 14.11 above applies.

If, instead, Metaxy S.r.l received the Product in question and considers, after checks, that the lack of conformity does not exist, it will notify the user by email and contact him/her to agree on the times for collection or delivery of the Product that will be overseen by and at the expense of the user, without affecting the user's statutory rights.

17. Manufacturer's standard warranty

17.1 The products sold on the Site may, depending on their nature, be covered by a standard warranty provided by the manufacturer ("Standard Warranty"). The user may enforce this warranty only as regards the manufacturer. The duration, scope, also territorial, of the conditions and procedures of use, the types of damage/defects covered and any limitations of the Standard Warranty depend on the manufacturer and are indicated in the warranty certificate in the product packaging. The Standard Warranty is voluntary and does not replace, limit or affect the Legal Guarantee.

18. Customer service and complaints

18.1 Customer service ("Customer Service") may be contacted to request information, send notices or forward complaints:

- by email, cellularline.seller.esp@metaxy.eu

- through the Site, accessing the section "Contacts" and/or the "live chat" in the bottom left corner of all Site pages.

18.2 Metaxy S.r.l will reply to complaints by email or post within a maximum of [5] business days from receiving requests.

19. Applicable law and jurisdiction

19.1 The purchase agreement entered into through the Site is governed by the laws of Italy.

19.2 The foregoing is without prejudice to consumers that do not permanently reside in Italy of any provisions that are more favourable and non-deferrable envisaged in the law of the country where they permanently reside, in particular regarding the term for exercising the right to withdraw, the term to return the Products, in the case of exercising such a right, the procedures and practices for notifying withdrawal and the legal guarantee of conformity.

19.3 In the case of user who is a consumer, any dispute relative to the application, performance and construal of these General Terms of Sale, will be referred to the jurisdiction of the place where the user resides or has elected address for service.

20. Alternative dispute resolution

20.1 Pursuant to article 141-sexies, paragraph III of the Consumer Code, Metaxy S.r.l informs the user in a capacity as consumer pursuant to article 3, paragraph 1, letter a) of the Consumer Code that, in the case of a direct complaint made to DataExpert, which could not however be settled, Metaxy S.r.l will provide information about Alternative Dispute Resolution organisation(s) for the out-of-court settlement of disputes relative to obligations arising from an agreement entered into based on these General Terms of Sale (ADR, as indicated in articles 141-bis and following of the Consumer Code), stating whether or not it intends using these organisations to resolve disputes.

20.2 Metaxy S.r.l also informs the user that qualifies as a consumer, as referred to in article 3, paragraph 1, letter a) of the Consumer Code that a European platform for online dispute resolution has been set up for consumers (ODR platform). This platform may be consulted at <http://ec.europa.eu/consumers/odr/>, where the user can view the list of ADR bodies, find the link to each one and start an online procedure to resolve the dispute he/she is involved in.

20.3 In any case, the right of the consumer user to file a complaint through the ordinary courts regarding these General Terms of Sale, regardless of the outcome of the alternative dispute resolution procedure, and as applicable, to apply for an out-of-court settlement of disputes relative to consumer relations, based on the procedures in Part V, Section II-bis of the Consumer Code, is not affected.

20.4 Moreover, for all cross-border disputes concerning the adoption, performance and construal of the General Terms of Sale of Metaxy s.r.l., if the user is resident or domiciled in an EU member state other than Italy, s/he may establish a European small claims procedure, as governed by Regulation (EC) No 861/2007 of the Council, of 11 July 2007, with the competent court or tribunal, on condition that the value of the claim does not exceed €5,000.00 excluding all interest, expenses and disbursements on the date when the court or tribunal receives the application. The wording of the Regulation is available at <https://eur-lex.europa.eu/eli/reg/2007/861/oj>.