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## HOME BREWERS

### TERMS AND CONDITIONS

#### General Terms of Sale

*The English translation of these terms and conditions is provided solely for information purposes. In the event of a dispute, the Italian language version of these terms and conditions will apply.*

#### 1. Website Name and Domain Name Ownership

The following General Terms of Sale (“**GTS**”) regulate the offering and purchase of products on this Website [www.mr-malt.it](http://www.mr-malt.it). The Website as well as the domain name are owned by P.A.B. S.r.l. a socio unico, which has its registered office at 33037 Pasian di Prato (UD) Italy, Via M. Moretti 4 int. 4, VAT number 01950180305.

#### 2. Scope of Application of the GTS and Use of the Website

The offering and purchase of products on this Website represent a distance contract under the rule of Articles 45 et seq. of the Legislative Decree no. 206 of 6 September 2005 (“Consumers’ Code”) and of the Legislative Decree no. 70 of 9 April 2003 about electronic commerce.

These General Terms of Sale apply to all sales made by P.A.B. on the Website.

The General Terms of Sale can be modified at any time. Any modification and/or new condition will be effective as soon as they are published on the Website under the section “*Terms and Conditions*”. We therefore invite our users to regularly access the Website and check the latest version of the General Terms of Sale before any purchase.

The applicable General Terms and Conditions are those effective at the time of forwarding the purchase order.

#### 3. Purchase on the Website



Any product purchase on the Website is subject to registration on the same, as illustrated in Article 4. Purchase is authorized for both consumer users and non-consumer users. Natural persons are allowed to purchase on the Website provided that they are at least eighteen years old. Products can also be purchased via e-mail or telephone, contact details can be found on the Website.

Under the rule of article 3, I paragraph, letter a) of the Consumers' Code, a consumer user is any natural person who is acting for purposes which are outside his/her trade, business or profession in purchasing products.

P.A.B. is entitled to reject or cancel any order by:

- (1) any user involved in a pending litigation with the Selling Company;
- (2) any user having previously violated these GTS and/or the terms and/or conditions of the purchase agreement with the Selling Company;
- (3) any user having been implicated in whatever kind of fraud and notably in credit card frauds;
- (4) any user having given false, incomplete or however inaccurate identification data, or not having promptly sent the documents required by the Selling Company for the procedure referred to in Article 10, or having sent invalid documents to the Selling Company.

#### 4. Registration on the Website

The registration on the Website is free of charge. To register on the Website the user has to fill in the specific form with his/her name, surname, tax code, place and date of birth, address, including the ZIP code, telephone number, an e-mail address and a password, accept the terms of sale and the privacy statement and click on the "Send" button. Each user can only have one registration on the Website.

The registration credentials (e-mail address and password) must be stored with the greatest care and attention. They can only be used by the user and they cannot be given to third parties. The user commits to keeping them secret and ensuring that no third party can access them. The user also commits to informing P.A.B. immediately, contacting the number shown on the Website, in case he/she believes or learns about any undue use or disclosure of the same.

The Registered User guarantees that the personal information given during the registration procedure are complete and true. The Registered User also agrees to indemnify and keep indemnified P.A.B. from all damages, liabilities and/or sanctions deriving from and/or however linked to his/her violation of the rules about the registration on the Website or the storage of the registration credentials.

#### 5. Information for Entering into the Agreement



In accordance with the Legislative Decree no. 70 of 9 April 2003 concerning electronic commerce, P.A.B. informs the user that:

1. to enter into the purchase agreement for one or more products on the Website, the user has to fill in an electronic form and forward it to P.A.B. by electronic means, operating the specific control where the payment is required, following the instructions appearing on the Website from time to time;
2. the agreement is entered into once the order form reaches the server used by P.A.B.;
3. before forwarding the order form, the user can spot and correct any mistakes in the data entered following the instructions on the Website;
4. after registering the order form and receiving the confirmation of the validity of the payment method used, P.A.B. will send to the e-mail address specified by the user the order confirmation. This will contain: a summary of the general and specific conditions applicable to the agreement, the link to the general terms page, information about the essential features of the product purchased, detailed indication of the price, method of payment used, delivery charges, and possible additional costs as well as information on the right to withdraw;
5. the order form will be archived in P.A.B.'s database for as long as it takes to accomplish it and still according to the time limits laid down by law.

#### 6. **Product Availability**

Product Descriptions will contain the information on the availability of each product. Product availability is constantly monitored and updated. However, since the Website may receive several visits at the same time, several users may try to purchase the same product at the same time. Therefore, in such case the product may appear available for a short time, although it is out of stock or not immediately available. In case the product appears unavailable for the above stated reason or in any other case of unavailability, without prejudice to the rights granted to the user by law, P.A.B. will immediately give the user e-mail notice. P.A.B. will also offer the user: (I) in case product restock is possible, a deferment of the delivery to a new date; (II) in case product restock is not possible, a choice for the user between:

1. the termination of the purchase agreement and the subsequent restitution of the Total Amount Due, composed by product price, delivery charges, if applied, and any other additional cost, as per the order;
2. the supply of a different product, having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance.

The user will promptly inform P.A.B. about his/her choice via e-mail or telephone, contact details can be found on the Website.



In case the user chooses the relief in point 2 above, the purchase agreement concerning the product which has become unavailable will be terminated and the amount due redeemed. The user will then place the order and make the payment for the different product, following the procedure described in these General Terms of Sale and according to the specific indications received from P.A.B. In case the user chooses the relief in point 1 above but the new delivery date exceeds 20 days after the date of placing the order, due to the time requirement for restock, the purchase agreement concerning the product which has become unavailable will be terminated and the amount due redeemed.

In case of orders concerning several products, if only some of the products contained in the multiple order become unavailable, P.A.B. will immediately give the user e-mail notice. P.A.B. will also offer the user: (I) in case restock is possible for the products contained in the multiple order become unavailable, a deferment of the delivery to a new date; (II) in case product restock is not possible, a choice for the user between:

1. the partial termination of the purchase agreement concerning the products contained in the multiple order become unavailable and the subsequent restitution of the amount due as regards those products, including delivery charges, costs of any additional delivery services and any other additional cost due regarding those specific products. The termination of the entire multiple order will be possible only in case the products contained in the multiple order become unavailable are proven evidently accessory compared to the other available products contained in the multiple order;
2. the supply of different products, having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance, in replacement of the products contained in the multiple order become unavailable.

The user will promptly inform P.A.B. about his/her choice via e-mail or telephone, contact details can be found on the Website.

In case the user chooses the relief in point 2 above, the purchase agreement concerning the product and/or products which have become unavailable will be partially terminated limited to that product/those products, and the amount due as regards those products will be redeemed. Redeeming times depend on the banking system and can reach the natural expiry date of the Authorization, which is 25 days after the date of confirmation of the Authorization. After communicating to the user's credit card issuer the redeeming of the amount committed, under no circumstances the Selling Company will be held responsible for any damage caused by the delayed redeeming of the amount by the banking system. The user will then place the order and make the payment for the different product or products, following the procedure described in these General Terms of Sale and according to the specific indications received from P.A.B.

In case the user chooses the relief in point 1 above but the new delivery date exceeds 20 days after the date of placing the order, due to the time requirement for restock, the purchase agreement concerning the product and/or products which have become unavailable will be



partially terminated limited to that product/those products, and the amount due by the user as regards those products will be redeemed. The user will then place the order and make the payment for the restocked product or products, following the procedure described in these General Terms of Sale and according to the specific indications received from P.A.B.

## 7. Product Information

Each product comes with an information page illustrating its main features. The pictures and descriptions on the Website reproduce product features as accurately as possible. However, product colors may differ from the real ones due to the settings of the IT system or of the computers where users view them. Furthermore, the pictures of the product in the product information page may differ in size or in relation to any additional products. Those pictures are therefore considered indicative and allowance must be made for the usual tolerance values. For the purposes of the purchase agreement, the product description in the order form sent to the user will prevail.

The specifications for food Products include the mandatory information according to Article 14 of Regulation (EU) No 1169/2011 of 25 October 2011. Though being as accurate as possible, the date of minimum durability or the 'use by' date stated on the Website may differ from the actual dates, and therefore should be considered indicative. The actual minimum durability or the 'use by' date will be made available at the moment of delivery by indication on the label, in accordance with Article 9, paragraph 1, letter f) of that Regulation.

## 8. Prices

All product prices published on the Website are in Euros and include VAT.

P.A.B. reserves the right to change product prices at any time and without prior notice. Nonetheless, the user will be charged the price indicated on the Website at the time of placing the order and any increase or decrease subsequent to its transmission will not be considered.

In case a product is offered on the Website at a discounted price, the product description will specify (I) the full reference price on which the discount is calculated and (II) what this full reference price corresponds to. Be it understood that products will be offered at a discounted price only in case the full reference price corresponds to their actual market price. In the absence of any specification, the full reference price is the previous selling price of the product on the website.

## 9. Purchase Orders

P.A.B. will send the products only after receiving the confirmation of the payment authorization for the Total Amount Due.

The purchase agreement is strictly dependent on the payment of the Total Amount Due. In case the payment authorization is not confirmed, the purchase contract will therefore be



terminated ex officio. The user will receive notice through the Website that the transaction was not successful and therefore the order was deleted.

Products ownership will be transferred to the purchaser at the time of shipping, i.e. of delivering them to the carrier. The buyer bears the risks for transporting the goods.

To be able to place a purchase order the present GTS need to be read and approved, by ticking the specific checkbox in the pages of the purchase procedure. If the GTS are not accepted, no purchase can be made on the Website.

## 10. Payment Methods

Payment for products purchased on the Website may be made by credit card, Paypal, Satispay and bank transfer. On-line payment is made through secure server (SSL 128 bit and protocols Verified by VISA and Mastercard SecureCode) to guarantee transaction safety. Cartasi, Visa and Eurocard/Mastercard credit cards are accepted. At the time of forwarding the purchase order, P.A.B. makes a request to use the user's credit card for the Total Amount Due indicated on the order form. If the requested authorization is confirmed, the sum corresponding to that amount is reserved and frozen, therefore being no more at user's disposal. The user's credit card will be actually debited for the Total Amount Due at the time of shipping the products. In case of multiple orders concerning products to be delivered separately, the user's credit card will be actually debited at the time of shipping the last product.

Payment by bank transfer is made by selecting "bank transfer" among the payment methods. After our confirmation that all products ordered are available and of the total amount of the shipping, the user can make the bank transfer via his/her bank. The order number communicated at the time of purchase must be specified in the description of payment. The purchased products will be shipped as soon as the payment confirmation is received from the bank (the usual delay for reception of the bank transfer by the bank is 3 - 4 days). Sending the receipt via e-mail speeds up the execution of the order. This method of payment entitles to receive a discount on delivery charges. The details of the bank account where to make the transfer are the following: Unicredit CIN EU: 58 - CIN IT: P - ABI: 02008 - CAB: 05364 C/C: 000102340741 IBAN: IT IT 58 P 02008 05364 000102340741 Payee: P.A.B. S.r.l.

To guarantee safe payments on the Website and prevent any fraud, P.A.B. reserves the right to ask the user via e-mail to send by the same means a duplex copy of his/her own valid identity document or, in case the order is headed to a different person, of this person's valid identity document. The deadline to send the document to P.A.B. will be stated in the request e-mail but it will not exceed 5 working days after the reception of the request by the user. The user is compelled to send the requested documents within the deadline stated and, in the meanwhile, the order will be suspended.

In case P.A.B. does not receive the requested documents within the deadline stated or it receives expired or invalid documents, the contract will be terminated ex officio pursuant to





and in accordance with Article 1456 of the Italian Civil Code and the order will therefore be deleted, notwithstanding P.A.B.'s right to compensation for any damage caused by the user's incompliant behavior. The user will be notified via e-mail about the termination of the contract within 5 days after the deadline for sending the requested documents to the Selling Company. The termination of the contract will result in the deletion of the order and in the unfreezing of the Total Amount Due for which the authorization was requested.

In case P.A.B. receives valid documents within the deadline stated in the e-mail, the delivery terms applicable to the product will start to run from the date of their reception. The purchaser guarantees that the information provided to P.A.B. are truthful. The information provided will be used to issue the invoice. No variation will be possible on the invoice after issuance.

## 11. Product Shipment

The purchased products will be shipped and delivered to the delivery address specified by the purchaser. P.A.B. currently relies on express courier service by *BRT S.p.A.* and *TNT* for small shipments, while for larger consignments *Pallex* services are used. After receiving the order, the Selling Company will notify the user the total delivery charges. After processing the order, the Selling Company will confirm shipment via e-mail within 1 - 2 working days; estimated delivery time is 3 - 4 working days (excluding therefore Saturdays, Sundays and holidays). At the delivery address there must be someone to receive the goods. Couriers do not generally notify delivery in advance by telephone.

The delivery charges due by a user concerning a specific order may vary depending on:

- the shipping method chosen by the user, and/or
- product type and/or weight, and/or
- the purchase of several products with the same order, and/or
- any offers and/or promotions applied to the order.

For private customers, the amount of the charges for the delivery to their domicile due by the user concerning a specific order will be specified explicitly and separately (in Euro and including VAT) during the purchase procedure, in the order summary and in any case before the user forwards the order, as well as in the order confirmation e-mail. All couriers tax shipments according to weight or to volume for goods with low weight but high volume. A 200 kg per cubic meter weight/volume ratio is established and the most favorable tariff is applied (e.g. 1 plastic fermenter 28 l weights about 2 kg but having a volume of 0.06 m<sup>3</sup> it is taxed as if it weighted 12 kg).



## Shipping Conditions Table rates

For professional customers, the amount of delivery charges due is specified in the order confirmation.

In the event of partial withdrawal from multiple orders, the amount of the delivery charges to be refunded to the user will be calculated subtracting, from the delivery charges incurred by the purchaser concerning the original order, the amount which would have been charged to the user if the original order had not contained the product interested by the user's withdrawal. The amount of the delivery charges to be refunded to the user will therefore correspond to the difference between the delivery charges of the order and the delivery charges of the recalculated order. P.A.B. will apply this method of calculation in any other case of partial refund of delivery charges, notwithstanding the provisions regarding refunds caused by default by P.A.B., as illustrated hereunder.

In any case, the amount of the delivery charges to be refunded will not exceed the amount of the delivery charges actually paid by the user.

In the event of partial refund of delivery charges, due to default by P.A.B. concerning a multiple order, the amount of the delivery charges to be refunded to the user will be calculated subtracting, from the delivery charges incurred by the purchaser concerning the original order, the amount which would have been charged to the user if the original order had not contained the article interested by P.A.B.'s default.

The amount of the delivery charges to be refunded to the user will therefore correspond to the difference between the delivery charges of the order and the delivery charges of the recalculated order, being understood that the amount of the delivery charges to be refunded will not exceed the amount of the delivery charges actually paid by the user.

Delivery is considered completed when the product is made available to the user at the delivery address specified to P.A.B.. Home delivery will be performed to street level, unless otherwise provided in the product description or unless the user explicitly asked for delivery to the floor.

The user acknowledges that he/she has a clear obligation to collect the product due to the purchase agreement. In the event of delivery failed because the addressee is absent from the address specified in the order form, the courier will leave in the post box a delivery attempt notice containing its contact number. The courier will make a second delivery attempt on the following day. After two failed delivery attempts, the courier will try to contact the customer by telephone. If this attempt fails as well, the shipment will be kept in storage by the courier. The user will have to collect the shipment within eight calendar days starting from the second day after the date when the delivery attempt notice was left. In case the user does not collect the product within this deadline, the purchase contract will be terminated ex officio pursuant to and in accordance with Article 1456 of the Italian Civil Code. Within 15 working days after the





termination of the contract, P.A.B. will therefore refund the Total Amount Due paid by the user, deducing the charges for the failed delivery of the product, the costs of any additional delivery services, if applicable, the storage charges, the charges for return to P.A.B. and any other cost incurred by the same due to the delivery failed because the addressee was absent. The amount of the refund will be notified to the user via e-mail and credited on the same method of payment used by the user for the purchase. After the second failed delivery attempt, notwithstanding the user's obligation to collect the product within the deadline stated – otherwise the contract will be terminated – P.A.B. reserves the possibility to contact the user to invite him/her to collect the shipment before the deadline expires.

In case of multiple orders concerning products to be delivered separately, the procedure above will be applied to each delivery. Consequently, failed collection of the product within the deadline stated will not result in the termination of the whole contract but in partial termination of the same concerning only the uncollected product. Therefore, the amount which will be refunded to the user will not correspond to the Total Amount Due but only to the amount due concerning the uncollected product, deducing the charges for the failed delivery of the product, the storage charges, the charges for return to P.A.B. and any other cost incurred by the same due to the delivery failed because the addressee was absent.

It is the user's duty to check the conditions of the product delivered. We recommend that the user checks the number of products received and that the packaging is intact, undamaged, not wet nor however altered, also in the sealing material (adhesive tape or metal strapping). We also invite the user, in his/her own interest, to specify any alterations on the carrier's transport document, accepting the shipment with reservation. In fact, if the user accepts the products without reservation, he/she is not entitled to take legal action against the courier in case of lost or damaged products, unless they were lost or damaged by intentional misconduct or gross negligence of the same and except if partial loss or damage were not recognizable at the time of delivery. In the latter event, the damage must be reported as soon as it is known and within eight days after the collection. In case the packaging shows evidence of tampering or alteration, we also recommend that the user promptly informs P.A.B.. The application of the provisions on right to withdraw and legal guarantee of conformity remains in any case unprejudiced.

In case the purchased product is not delivered, or it is delivered later than the delivery terms specified during the purchase procedure and in the order confirmation, under the rule of Article 61 of the Consumer's Code the user invites P.A.B. to perform the delivery within an additional period of time appropriate to the circumstances ("**Additional Period of Time, Article 61, III paragraph, Consumer's Code**"). If the products are not delivered before the additional period of time expires, the user will be entitled to terminate the contract ("**Termination of the Contract, Article 61, III paragraph, Consumer's Code**"), without prejudice to further right for damages.



The consumer will not be bound to grant P.A.B. the additional term referred to in Article 61, III paragraph, Consumer's Code ("Cases Excluded") if:

1. a) P.A.B. has expressly refused to deliver the goods;
2. b) delivery within the delivery terms specified during the purchase procedure and in the order confirmation is essential, taking into account all the circumstances attending the conclusion of the contract;
3. c) the user informed P.A.B., prior to the conclusion of the contract, that delivery within or on a specified date is essential.

In the cases excluded, if the user does not receive the products within the delivery terms specified during the purchase procedure and in the order confirmation, he/she will be entitled to terminate the contract immediately without prejudice to further rights of damages ("**Termination of the Contract in the Cases Excluded**").

The user will communicate to P.A.B. the Additional Period of Time under the rule of Article 61, III paragraph, Consumer's Code and the Termination of the Contract under the rule of Article 61, III paragraph, Consumer's Code or Termination of the Contract in the Cases Excluded at the addresses indicated in these General Terms of Sale.

In case of Termination of the Contract under the rule of Article 61, III paragraph, Consumer's Code or Termination of the Contract in the Cases Excluded, P.A.B. will refund to the user the Total Amount Due without undue delay, according to the following procedure.

In case the user does not proceed to determine the additional term referred to in Article 61, III paragraph, Consumer's Code or – the requirements being met – to Termination of the Contract under the rule of Article 61, III paragraph, Consumer's Code or Termination of the Contract in the Cases Excluded, notwithstanding the user's right to resort at any time to these remedies and/or to the ordinary means of redress made available by the law, and particularly by Chapter XIV of Title II of Book IV of the Italian Civil Code, in any case P.A.B. commits itself to:

(I) promptly inform the user via e-mail about the delivery delay ("**Delivery Delay E-mail**"), specifying at the same time a new delivery term, if available ("**New Delivery Term**");

(II) in case of delivery delayed 1 to 3 working days after the new delivery term: grant the user a refund purchase voucher corresponding, in case of home delivery, to the value of the delivery charges paid by the user;

(III) in case of delivery delayed 4 to 10 working days after the new delivery term: entitle the user to refuse the delivery and terminate the contract, with subsequent refund of the Total Amount Due paid, immediately or within 10 working days after the request to terminate the contract or, alternatively, if the user does not want to terminate the contract, grant the user a refund purchase voucher corresponding, in case of home delivery, to the value of the delivery charges paid by the user;



(IV) in case of delivery delayed more than 10 days after the new delivery term or, in any case, more than 20 days after the original delivery term, offer the user the choice between: (a) terminating the contract with subsequent refund of the Total Amount Due paid, immediately or within 10 working days after the request to terminate the contract; or (b) accept the supply, according to the following procedure, of a different product having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance, granting the user – if applicable – a refund purchase voucher corresponding, in case of home delivery, to the difference between the delivery charges as per in the original order and the delivery charges paid by the user concerning the different product plus, irrespective of the user's choice, a refund purchase voucher of 8 Euro.

In case of multiple orders concerning products to be delivered separately, the procedure illustrated above will be applied to each delivery. For each delivery and therefore limited to the products concerned, the user will be entitled to proceed to determine the Additional Period of Time under the rule of Article 61, III paragraph, Consumer's Code or Termination of the Contract in the Cases Excluded, the requirements being met. In that case, P.A.B. will refund to the user the partial amount due without undue delay, according to the following procedure.

In case the user, in the event of multiple orders, does not proceed to determine the additional term referred to in Article 61, III paragraph, Consumer's Code or – the requirements being met – to Termination of the Contract under the rule of Article 61, III paragraph, Consumer's Code or Termination of the Contract in the Cases Excluded, regarding the individual delivery and the products concerned, notwithstanding the user's right to resort at any time to these remedies and/or to the ordinary means of redress made available by the law, and particularly by Chapter XIV of Title II of Book IV of the Italian Civil Code, P.A.B. commits itself to:

(I) promptly inform the user via e-mail about the delivery delay, specifying at the same time a new delivery term, if available;

(II) in case the delivery of one of the products concerned by the multiple order is delayed 1 to 3 working days after the new delivery term: grant the user a refund purchase voucher corresponding, in case of home delivery, to 5,90 Euro;

(III) in case the delivery of one of the products concerned by the multiple order is delayed 4 to 10 working days after the new delivery term: entitle the requesting user to refuse the delivery and partially terminate the contract limited to and exclusively for the delayed product concerned by the multiple order, with subsequent refund of the amount paid by the user concerning that specific product, including the delivery charges calculated as illustrated above, if due, immediately or within 10 working days after the request to partially terminate the contract or, alternatively, if the user does not want to partially terminate the contract, grant the user a refund purchase voucher corresponding, in case of home delivery, to the value of the delivery charges calculated as illustrated above plus, irrespective of the user's choice, a refund purchase voucher of 5 Euro. The termination of the entire multiple order will be possible only in case the delayed or undelivered products contained in the multiple order are proven



evidently accessory compared to the other products contained in the multiple order which were delivered promptly or are still to be delivered;

(IV) in case the delivery of one of the products concerned by the multiple order is delayed more than 10 working days after the new delivery term or, in any case, more than 20 days after the original delivery term, offer the user the choice between: (a) partially terminating the contract limited to and exclusively for the delayed product concerned by the multiple order with subsequent refund only of the amount due by the user concerning that specific product, including the delivery charges calculated as illustrated above, if due, immediately or within 10 working days after the request to partially terminate the contract; or (b) accept the supply, according to the following procedure, of a different product having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance, granting the user – if applicable – a refund purchase voucher corresponding, in case of home delivery, to the difference between the delivery charges as per the original order calculated as illustrated above and the delivery charges paid by the user concerning the different product plus, irrespective of the user's choice, a refund purchase voucher of 8 Euro. The termination of the entire multiple order will be possible only in case the delayed or undelivered products contained in the multiple order are proven evidently accessory compared to the other products contained in the multiple order which were delivered promptly or are still to be delivered.

The purchase vouchers cited in the above paragraphs will be granted though activation of custom discount codes within 10 working days after the occurrence of the conditions for their issuance and they will be expendable on the Website within 5 months after their crediting. In case of Termination of the Contract under the rule of Article 61, III paragraph, Consumer's Code or Termination of the Contract in the Cases Excluded, the user will be granted a refund purchase voucher corresponding to the lump sum of 8 Euro, expendable on the Website within 5 months after its crediting.

The acceptance of the new delivery term must be promptly notified to P.A.B. via e-mail at the address indicated in these General Terms of Sale. If the user chooses the supply of a different product, the purchase agreement concerning the delayed or undelivered product will be terminated and the total or partial amount due by the user concerning that product will be refunded. The user will then place the order and make the payment for the different product, following the procedure described in these General Terms of Sale and according to the specific indications received from P.A.B.

## 12. Right to Withdraw

For purchase on the Website exclusively, consumer users have the right to withdraw from the purchase agreement **within fourteen calendar days**, without reason and will not be subject to penalty or costs other than those stated hereunder.

The withdrawal period starts:



1. a) in case of an order concerning a single product, from the day when the user, or a third party designated by the same and different from the carrier, acquires physical possession of the products;
2. b) in case of a multiple order with separate deliveries, from the day when the user, or a third party designated by the same and different from the carrier, acquires physical possession of the last product;
3. c) in case of an order concerning the delivery of a product consisting in multiple batches or pieces, from the day when the user, or a third party designated by the same and different from the carrier, acquires physical possession of the last batch or piece.

To exercise the right to withdraw, the user must inform P.A.B. about his/her decision to withdraw before the expiration of the withdrawal period. To this purpose the user can:

1. a) use the model withdrawal form ("**Model Withdrawal Form**") at his/her disposal on the Website;
2. b) submit any other explicit statement of his/her decision to withdraw from the contract ("Withdrawal Statement").

The user has exercised his/her right to withdrawal if the relative notice (i.e. the Model Withdrawal Form or the Withdrawal Statement) is sent by the consumer before the expiration of the withdrawal period. In case the user resorts to the Withdrawal Statement, he/she is invited to specify in the Withdrawal Statement the order number, the product/s for which he/she intends to exercise the right to withdraw and his/her address. Except if the Model Withdrawal Form is submitted through the on-line procedure described hereunder, the Model Withdrawal Form and the Withdrawal Statement must be sent to the following address:

#### **P.A.B. S.r.l.**

Via M. Moretti, 4 int. 4

33037 Pasian di Prato (UD) Italy

Since the burden of proof regarding the exercise of the right to withdraw before the expiration of the withdrawal period lies with the user, it is in the interests of the user to resort to a durable means in notifying his/her withdrawal to P.A.B.

P.A.B. offers the user the opportunity to fill in and submit the Model Withdrawal Form by electronic means, following the guided procedure available on the Website. In this case, P.A.B. will promptly send the user via e-mail an acknowledgment of receipt of the Model Withdrawal Form. P.A.B. will then send the user the transport document, which it is suggested the user place inside the parcel when returning the product.





The user will return the products to P.A.B. using a carrier of his/her choice and at his/her own expense, without undue delay and in any case within the deadline of 14 calendar days after the date when he/she notified to P.A.B. his/her decision to withdraw ("**Time Limit for Return**"). The Time Limit for Return is met if the user resends the products before the expiration of the fourteen days period. The product must be returned adequately protected and packaged and, if possible, in its original packaging (the original packaging is always and compulsorily requested if it has the product serial codes printed on it, as further illustrated in Article hereunder) to the following address:

**P.A.B. S.r.l.**

Via M. Moretti, 4 int. 4

33037 Pasian di Prato (UD) Italy

The costs for return of the products and the liability for transport are borne by the user.

If the user withdraws from the agreement, P.A.B. will refund the Total Amount Due paid by the user for the product, without undue delay and in any case within the deadline of 14 calendar days after the date when he/she notified to P.A.B. his/her decision to withdraw. The refund will be made through the same method of payment used by the user for the purchase and the user will in any case bear no cost as a consequence of the refund.

The consumer will only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. The product must however be stored, handled and inspected with due diligence and returned intact, complete in all its parts, perfectly working, accompanied by all accessories and information sheets, with the identifying tickets, labels and disposable seal, if present, still attached to the product and intact and not tampered with, as well as perfectly suitable for the use for which it was intended and lacking signs of use or dirt. Furthermore, withdrawal is applied to the whole product and it cannot be exercised in respect of parts and/or accessories of the product.

In case the value of the product interested by the user's withdrawal has diminished resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods, the refund may be reduced by an amount corresponding to the value diminution. P.A.B. will inform the user about this situation and the subsequent reduction of the refund within 5 working days after product receipt; in case the refund has already been made, the user will also receive the banking details to reimburse the amount due concerning the product value diminution.





If withdrawal was not exercised in accordance with the applicable law, it will not result in the termination of the agreement and therefore it will not entitle the user to any refund. P.A.B. will inform the user about this circumstance within 5 working days after product receipt, rejecting the request of withdrawal. The product will remain at P.A.B.'s premises at the user's disposal to be collected at the expenses and under the responsibility of the user.

There will not be any right of withdrawal in respect of distance and off-premises contracts as regards the following cases prescribed by law:

1. a) service agreements after the service has been fully performed, if the performance has begun with the consumer's prior express consent and with the acknowledgement that he/she will lose his right to withdraw once the agreement has been fully performed by the trader;
2. b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
3. c) the supply of goods made to the consumer's specifications or clearly personalized. The present case may also include the milling service performed by customer request on malt grains purchased separately or as part of All Grain Beer Kits and E + G Beer Kits;
4. d) the supply of goods which are liable to deteriorate or expire rapidly;
5. e) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
6. f) the supply of goods which after delivery are, according to their nature, inseparably mixed with other items;
7. g) the supply of alcoholic beverages, whose price has been agreed upon at the time of the conclusion of the sales contract, whose delivery can only take place after 30 days and whose actual value is dependent on fluctuations in the market which cannot be controlled by the trader;
8. h) contracts where the consumer has specifically requested a visit by the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal will apply to those additional services or goods;
9. i) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
10. l) the supply of a newspaper, periodical or magazine with the exception of subscription agreements for the supply of such publications;
11. m) contracts concluded at a public auction;
12. n) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;



13. o) the supply of digital content which is not supplied on a tangible medium, if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

### 13. Legal Guarantee of Conformity

All products sold on the Website are covered by legal guarantee of conformity under the rule of Articles 128-135 of the Legislative Decree no. 206 of 6 September 2005 ("Consumers' Code") ("**Legal Guarantee**").

The Legal Guarantee is reserved to consumers. It is therefore applied only to users having made a purchase on the Website for purposes which are outside his/her trade, business, craft or profession. For the purposes of the Legal Guarantee, any user making a purchase with VAT registration number is considered not to be a consumer. Therefore, the Legal Guarantee will not be applied to users making a purchase with VAT registration number, but the guarantees against defects of the good sold, the guarantee against failure of the promised or essential qualities and the other guarantees envisaged in the Italian Civil Code are applied, with the relative deadlines, forfeitures and limitations.

As seller for purchases made on the Website, P.A.B. will be liable to the consumer for any lack of conformity existing at the time the goods were delivered and arising within two years after such delivery. Any lack of conformity will be reported to the seller within two months after the date it was discovered, under penalty of forfeiture of the guarantee. Until proven otherwise, lacks of conformity arising within six months after product delivery are presumed to have already been in existence on that date, unless this hypothesis is incompatible with the nature of the product or of the lack of conformity. From the seventh month after product delivery, on the contrary, the burden of proof regarding the existence of the lack of conformity at product delivery lies with the consumer. To benefit from the Legal Guarantee the user must therefore provide evidence of the purchase and delivery dates. To this purpose, the user should then keep the order confirmation or the purchase invoice, if requested, or the transport document or any other document testifying the date of purchase (e.g. a credit card or bank account statement) and delivery.

There is lack of conformity when the purchased good:

1. is not adequate for the customary use of goods of the same kind;
2. is not compliant with the description made by the seller and does not have the qualities of the good which the seller showed to the consumer as a sample or model;
3. does not have the usual qualities and performances of goods of the same kind, which the consumer can reasonably expect, also considering what is stated in advertisement or labels;



4. is not adequate for the specific use wanted by the consumer, disclosed to the seller at the time of closing of the agreement and accepted by the seller.

Therefore, the scope of application of the Legal Guarantee does not include any defects or malfunctions caused by accidents or due to user's fault or because the product was not used in accordance with its intended use and/or the technical documentation attached to the product.

In case the user duly reports lacks of conformity within the deadline, he/she will have right to:

- firstly, free reparation or replacement of the good, at the user's choice, unless the relief required is objectively impossible or excessively onerous compared to the other;
- secondly (in case reparation or replacement is impossible or excessively onerous or in case reparation or replacement is not performed within reasonable time or in case reparation or replacement already performed has caused significant inconvenience to the consumer) reduction of the price or termination of the contract, at the user's choice.

The relief required is excessively onerous if it imposes on the seller unreasonable expenses compared to the alternative reliefs which can be performed, considering (I) the value which the good would have if there was no lack of conformity; (II) the importance of the lack of conformity; (III) the possibility to perform the alternative relief without any significant inconvenience for the consumer.

In case the product purchased on the Website shows a possible lack of conformity during the validity period of the Legal Guarantee, the user can contact P.A.B.'s Customer Service, contact details can be found on the Website. In both cases, P.A.B. will promptly acknowledge receipt of the communication regarding the supposed lack of conformity and suggest to the user the specific procedure to follow, considering the product category and/or the defect reported.

In case for the product there is a producer's Authorized Service Centre ("**ASC**"), the Selling Company will collect the product and send it to the ASC competent for the territory concerned.

The ASC will make all necessary checks to ascertain the existence of lack of conformity reported. In case it exists, if the user chose reparation among the available reliefs, the ASC will perform it. On the other hand, if the user chose replacement and this is not excessively onerous nor objectively impossible for P.A.B., P.A.B. will perform it. In case the ASC ascertains the lack of conformity exists, any expenses for reparation, replacement and transport will be borne by P.A.B. In case the ASC ascertains the lack of conformity does not exist, the Legal Guarantee will not be applicable, therefore any expenses for reparation and transport will be borne by the user. P.A.B. will inform the user about this circumstance and about any cost to be borne and reserves the possibility to send to the user the estimate given by the ASC for the reparation, in order for the user to be able to decide whether to perform it or not at his/her expenses. The



user will authorize the reparation and accept its costs and payment methods in writing. After his/her acceptance, a direct relationship between the user and the ASC will be established and P.A.B. will have no participation nor liability in it.

Reparation or replacement of defective products, if due, will be performed within the shortest possible delay and in any case, except for unforeseeable circumstances or force majeure or in particularly serious events, within 60 calendar days after the day when the defective product was received by P.A.B.. The user will receive the new or repaired product within this deadline. In case the relief (reparation or replacement) originally chosen by the user is not performed within the specified deadline, the user is entitled to require another alternative relief envisaged by the Legal Guarantee (replacement, if reparation had been chosen; reparation, if replacement had been chosen; reduction of the price or termination of the contract).

In case for the type of product concerned there exists no ASC, the product will be collected by P.A.B., which will check the product to ascertain the existence of the lack of conformity reported. In this case the provisions and deadlines as per the first and second paragraph of the present article will apply, to the extent compatible.

In any case the user having exercised the Legal Guarantee of Conformity must collect the repaired or replaced product at the company store, the user must produce a copy of the receipt of product take-over and his/her identity document. If the user is not able to collect the product in person, he/she may delegate a third party in writing. The delegate must produce his/her identity document, the delegation, a copy of the receipt of product take-over and the identity document of the delegating user.

#### 14. **Conventional Manufacturer's Guarantee**

The products sold on the Website may be covered by a conventional guarantee by the manufacturer ("**Conventional Guarantee**"), depending on their nature. The user can exercise said guarantee only in respect of the manufacturer. The duration, extension, also territorially, the conditions and the procedure to exercise it, the types of damages/defects covered and any limitations of the Conventional Guarantee depend on each manufacturer and are specified in the so-called guarantee certificate contained inside the product packaging.

The Conventional Guarantee is voluntary in nature and it is not added to, nor it replaces, limits, compromises or excludes the Legal Guarantee.

P.A.B. is only liable for the value of the Products as mentioned on the invoice. P.A.B. shall in no way be liable for any additional cost, consequential or indirect damage.

In case of any recalls, P.A.B. is waived from all liability. All liability and/or claims are referred to the manufacturer.

#### 15. **Force Majeure**



Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, fire, explosion and/or generalized lack of availability of raw materials or energy.

#### 16. **Compliance with Applicable Laws/Regulations**

Customer shall comply with all rules and regulations as applicable to the products, including, but not limited to Data Privacy regulations, Anti-corruption regulations, Antitrust regulations, any export controls/sanctions and/or environmental regulations.

#### 17. **Applicable Law**

The purchase agreement concluded on the Website is governed by Italian law. To consumer users who do not habitually reside in Italy any mandatory more favorable provisions under the law of the country where they habitually reside may apply, particularly concerning the deadline to exercise the right to withdraw, the deadline to return products in case of withdrawal, the procedure and formalities to notify the same and the Legal Guarantee of Conformity. In case of a consumer user, the court of the place where the user is resident or domiciled will be the venue for all controversies related to application, performance and interpretation of the present General Terms of Sale. For all controversies related to application, performance and interpretation of the present General Terms of Sale, the user residing in a European Union member State different from Italy may also access the European procedure established for small claims by Council Regulation (EC) no. 861/2007 of 11 July 2007, provided that the value of the claim does not exceed 2,000.00 Euro, excluding interests, commissions and charges. The text of the Regulation can be found on the website **[www.eur-lex.europa.eu](http://www.eur-lex.europa.eu)**.

#### 18. **Privacy**

Under the rule of Article 13 of the Legislative Decree no. 196/2003 “Data Protection Code” and of Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679 (GDPR), we inform our customer that the processing of personal data provided to P.A.B. during the registration on this Website is mainly aimed at registering the user and accomplishing the purchasing operation.

Data disclosure is optional but if refused the on-line purchasing service will be impossible. The data will be kept for the period necessary to fulfill the purposes for which they were collected, without prejudice to the need for the Data Controller to keep them for a longer period in compliance with legal obligations.





The personal data provided are collected by electronic means and processed, electronically as well, directly or through delegate third parties (transport, debt collection and IT companies, consultants) for the following purposes:

- administrative management of orders and purchases;
- management of participation in any loyalty programs;
- management of requests for information from the customer, for example regarding products.

Employees and collaborators may access customer information for specific needs deriving from their tasks or position, being fully aware of the regulations about privacy and personal data processing, in the procedures necessary or connected to order processing, marketing, sending communications and gifts. Third parties may be involved, i.e. services providers (persons in charge of the processing, external data processors or independent data controllers) strictly functional to the execution of the contractual relationship such as: home delivery carriers, payment services providers, consultants of the Company, data entry companies, call centers etc.

In any case P.A.B. commits to not communicating nor disseminating the data collected to individuals unnecessary for the performance of the above mentioned services or to avoid processing unnecessary, irrelevant or exceeding contractual requests.

Under the rule of Article 7 of the Legislative Decree no. 196/2003 and of the Articles 15–22 of the (EU) Regulation 2016/679 (GDPR), the customer has the right to obtain confirmation as to whether or not personal data concerning him/her exist, regardless of their being already recorded, and communication of such data in intelligible form. The customer has the right to be informed: a) of the source of the personal data; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if the latter is carried out with the help of electronic means; d) of the identification data concerning data controller, data processors and the representative designated as per Article 5, II paragraph; e) of the entities or categories of entities to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing. The customer has the right to obtain: a) updating, rectification or, where interested therein, integration of the data; b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed; c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected. The customer has the right to object, in whole or in part: a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection; b) to the processing of personal data concerning him/her, where it is carried





out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

The data controller is P.A.B. S.r.l. a socio unico, which has its registered office ad headquarters at 33037 Pasian di Prato (UD) Italy, Via M. Moretti 4 int. 4, VAT number 01950180305.

To exercise the rights as per Article 7 of the Legislative Decree no. 196/2003 and Articles 15-22 of the Regulation (EU) 2016/679 (GDPR), it is necessary to write to P.A.B. S.r.l., Via M. Moretti 4 int. 4, 33037 Pasian di Prato (UD) Italy – [info@mr-malt.it](mailto:info@mr-malt.it)



## BREWERIES

### TERMS AND CONDITIONS

#### General Terms of Sale

*The English translation of these terms and conditions is provided solely for information purposes. In the event of a dispute, the Italian language version of these terms and conditions will apply.*

#### 1. Website Name and Domain Name Ownership

The following General Terms of Sale (“**GTS**”) regulate the offering and purchase of products on this Website [www.mr-malt.it](http://www.mr-malt.it). The Website as well as the domain name are owned by P.A.B. S.r.l. a socio unico, which has its registered office at 33037 Pasian di Prato (UD) Italy, Via M. Moretti 4 int. 4, VAT number 01950180305.

#### 2. Scope of Application of the GTS and Use of the Website

The offering and purchase of products on this Website represent a distance contract under the rule of Articles 45 et seq. of the Legislative Decree no. 206 of 6 September 2005 (“Consumers’ Code”) and of the Legislative Decree no. 70 of 9 April 2003 about electronic commerce.

These General Terms of Sale apply to all sales made by P.A.B. on the Website, via e-mail or telephone with companies, associations and/or VAT-registered self-employed persons. The General Terms of Sale can be modified at any time. Any modification and/or new condition will be effective as soon as they are published on the Website under the section “*Terms and Conditions*”. We therefore invite our users to regularly access the Website and check the latest version of the General Terms of Sale before any purchase.

The applicable General Terms and Conditions are those effective at the time of forwarding the purchase order.

#### 3. Purchase on the Website

Any product purchase on the Website is subject to registration on the same, as illustrated in Article 4. Products can also be purchased via e-mail or telephone, contact details can be found on the Website.

P.A.B. is entitled to reject or cancel any order by:

(1) any user involved in a pending litigation with the Selling Company;



(2) any user having previously violated these GTS and/or the terms and/or conditions of the purchase agreement with the Selling Company;

(3) any user having been implicated in whatever kind of fraud and notably in credit card frauds;

(4) any user having given false, incomplete or however inaccurate identification data, or not having promptly sent the documents required by the Selling Company for the procedure referred to in Article 10, or having sent invalid documents to the Selling Company.

#### 4. Registration on the Website

The registration on the Website is free of charge. To request registration on the Website the user has to fill in the specific form with his/her name, surname, company name, VAT number, address, including the ZIP code, telephone number, an e-mail address and a password, accept the terms of sale and the privacy statement and click on the “*Create an Account*” button. Each user can only have one registration on the Website.

The registration credentials (e-mail address and password) must be stored with the greatest care and attention. They can only be used by the user and they cannot be given to third parties. The user commits to keeping them secret and ensuring that no third party can access them. The user also commits to informing P.A.B. immediately, contacting the number shown on the Website, in case he/she believes or learns about any undue use or disclosure of the same.

The Registered User guarantees that the personal information given during the registration procedure are complete and true. The Registered User also agrees to indemnify and keep indemnified P.A.B. from all damages, liabilities and/or sanctions deriving from and/or however linked to his/her violation of the rules about the registration on the Website or the storage of the registration credentials.

#### 5. Information for Entering into the Agreement

In accordance with the Legislative Decree no. 70 of 9 April 2003 concerning electronic commerce, P.A.B. informs the user that:

1. to enter into the purchase agreement for one or more products on the Website, the user has to fill in an electronic form and forward it to P.A.B. by electronic means, operating the specific control where the payment is required, following the instructions appearing on the Website from time to time;
2. the agreement is entered into once the order form reaches the server used by P.A.B.;
3. before forwarding the order form, the user can spot and correct any mistakes in the data entered following the instructions on the Website;
4. after registering the order form and receiving the confirmation of the validity of the payment method used, P.A.B. will send to the e-mail address specified by the user the order confirmation. This will contain: a summary of the general and specific conditions



applicable to the agreement, the link to the general terms page, information about the essential features of the product purchased, detailed indication of the price, method of payment used, delivery charges and possible additional costs;

5. the order form will be archived in P.A.B.'s database for as long as it takes to accomplish it and still according to the time limits laid down by law.

## 6. Product Availability

Product Descriptions will contain the information on the availability of each product. Product availability is constantly monitored and updated. However, since the Website may receive several visits at the same time, several users may try to purchase the same product at the same time. Therefore, in such case the product may appear available for a short time, although it is out of stock or not immediately available. In case the product appears unavailable for the above stated reason or in any other case of unavailability, without prejudice to the rights granted to the user by law, P.A.B. will immediately give the user e-mail notice. P.A.B. will also offer the user: (I) in case product restock is possible, a deferment of the delivery to a new date; (II) in case product restock is not possible, a choice for the user between:

1. the termination of the purchase agreement and the subsequent restitution of the Total Amount Due, composed by product price, delivery charges, if applied, and any other additional cost, as per the order;
2. the supply of a different product, having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance.

The user will promptly inform P.A.B. about his/her choice within 5 working days via e-mail or telephone, contact details can be found on the Website.

In case of orders concerning several products, if only some of the products contained in the multiple order become unavailable, P.A.B. will immediately give the user e-mail notice. P.A.B. will also offer the user: (I) in case restock is possible for the products contained in the multiple order become unavailable, a deferment of the delivery to a new date; (II) in case product restock is not possible, the supply of different products, having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance, in replacement of the products contained in the multiple order become unavailable.

The user will promptly inform P.A.B. about his/her choice within 5 working days via e-mail or telephone, contact details can be found on the Website.

## 7. Product Information

Each product comes with an information page illustrating its main features. The pictures and descriptions on the Website reproduce product features as accurately as possible. However, product colors may differ from the real ones due to the settings of the IT system or of the computers where users view them. Furthermore, the pictures of the product in the product



information page may differ in size or in relation to any additional products. Those pictures are therefore considered indicative and allowance must be made for the usual tolerance values. For the purposes of the purchase agreement, the product description in the order form sent to the user will prevail.

The specifications for food Products include the mandatory information according to Article 14 of Regulation (EU) No 1169/2011 of 25 October 2011. Though being as accurate as possible, the date of minimum durability or the 'use by' date stated on the Website may differ from the actual dates, and therefore should be considered indicative. The actual minimum durability or the 'use by' date will be made available at the moment of delivery by indication on the label, in accordance with Article 9, paragraph 1, letter f) of that Regulation.

## 8. Prices

All product prices published on the Website are in Euros and do not include VAT.

P.A.B. reserves the right to change product prices at any time and without prior notice. Nonetheless, the user will be charged the price indicated on the Website at the time of placing the order and any increase or decrease subsequent to its transmission will not be considered.

In case a product is offered on the Website at a discounted price, the product description will specify (I) the full reference price on which the discount is calculated and (II) what this full reference price corresponds to. Be it understood that products will be offered at a discounted price only in case the full reference price corresponds to their actual market price. In the absence of any specification, the full reference price is the previous selling price of the product on the website.

## 9. Purchase Orders

P.A.B. will send the products only after receiving the confirmation of the payment authorization for the Total Amount Due.

The purchase agreement is strictly dependent on the payment of the Total Amount Due. In case the payment authorization is not confirmed, the purchase contract will therefore be terminated ex officio. The user will receive notice through the Website that the transaction was not successful and therefore the order was deleted.

Products ownership will be transferred to the purchaser at the time of shipping, i.e. of delivering them to the carrier. The buyer bears the risks for transporting the goods.

To be able to place a purchase order the present GTS need to be read and approved, by ticking the specific checkbox in the pages of the purchase procedure. If the GTS are not accepted, no purchase can be made on the Website.

## 10. Payment Methods



Payment for products purchased on the Website may be made by credit card, Paypal, Satispay and bank transfer. On-line payment is made through secure server (SSL 128 bit and protocols Verified by VISA and Mastercard SecureCode) to guarantee transaction safety. Cartasi, Visa and Eurocard/Mastercard credit cards are accepted. At the time of forwarding the purchase order, P.A.B. makes a request to use the user's credit card for the Total Amount Due indicated on the order form. If the requested authorization is confirmed, the sum corresponding to that amount is reserved and frozen, therefore being no more at user's disposal. The user's credit card will be actually debited for the Total Amount Due at the time of shipping the products. In case of multiple orders concerning products to be delivered separately, the user's credit card will be actually debited at the time of shipping the last product.

Payment by bank transfer is made by selecting "bank transfer" among the payment methods. After our confirmation that all products ordered are available and of the total amount of the shipping, the user can make the bank transfer via his/her bank. The order number communicated at the time of purchase must be specified in the description of payment. The purchased products will be shipped as soon as the payment confirmation is received from the bank (the usual delay for reception of the bank transfer by the bank is 3 - 4 days). Sending the receipt via e-mail speeds up the execution of the order. This method of payment entitles to receive a discount on delivery charges. The details of the bank account where to make the transfer are the following: Unicredit CIN EU: 58 - CIN IT: P - ABI: 02008 - CAB: 05364 C/C: 000102340741 IBAN: IT IT 58 P 02008 05364 000102340741 Payee: P.A.B. S.r.l.

To guarantee safe payments on the Website and prevent any fraud, P.A.B. reserves the right to ask the user via e-mail to send by the same means a duplex copy of his/her own valid identity document or, in case the order is headed to a different person, of this person's valid identity document. The deadline to send the document to P.A.B. will be stated in the request e-mail but it will not exceed 5 working days after the reception of the request by the user. The user is compelled to send the requested documents within the deadline stated and, in the meanwhile, the order will be suspended.

In case P.A.B. does not receive the requested documents within the deadline stated or it receives expired or invalid documents, the contract will be terminated ex officio pursuant to and in accordance with Article 1456 of the Italian Civil Code and the order will therefore be deleted, notwithstanding P.A.B.'s right to compensation for any damage caused by the user's in compliant behavior. The user will be notified via e-mail about the termination of the contract within 5 days after the deadline for sending the requested documents to the Selling Company. The termination of the contract will result in the deletion of the order and in the unfreezing of the Total Amount Due for which the authorization was requested.

In case P.A.B. receives valid documents within the deadline stated in the e-mail, the delivery terms applicable to the product will start to run from the date of their reception. The purchaser guarantees that the information provided to P.A.B. are truthful. The information provided will be used to issue the invoice. No variation will be possible on the invoice after issuance.





## 11. Product Shipment

The purchased products will be shipped and delivered to the delivery address specified by the purchaser. P.A.B. currently relies on express courier service by *BRT S.p.A.* and *TNT* for small shipments, while for larger consignments *Pallex* services are used. After processing the order, the Selling Company will confirm shipment via e-mail within 1 - 2 working days; estimated delivery time is 3 - 4 working days (excluding therefore Saturdays, Sundays and holidays). At the delivery address there must be someone to receive the goods. Couriers do not generally notify delivery in advance by telephone.

P.A.B. reserves the right to choose other shipment companies based on its own or the Customer's needs, on convenience or whatever other practical reason. No commitment is made to inform the user in advance about this kind of change, except for prior agreements made with individual Customers.

The amount of delivery charges due is specified in the order confirmation. The shipping costs calculated by the website during the check-out are estimated, the user may be contacted after completing the order for integration.

Delivery is considered completed when the product is made available to the user at the delivery address specified to P.A.B. Home delivery will be performed to street level, unless otherwise provided in the product description or unless the user explicitly asked for delivery to the floor.

The user acknowledges that he/she has a clear obligation to collect the product due to the purchase agreement. In the event of delivery failed because the addressee is absent from the address specified in the order form, the courier will leave in the post box a delivery attempt notice containing its contact number. The courier will make a second delivery attempt on the following day. After two failed delivery attempts, the courier will try to contact the customer by telephone. If this attempt fails as well, the shipment will be kept in storage by the courier. The user will have to collect the shipment within eight calendar days starting from the second day after the date when the delivery attempt notice was left. In case the user does not collect the product within this deadline, the purchase contract will be terminated ex officio pursuant to and in accordance with Article 1456 of the Italian Civil Code and P.A.B. will be entitled to retain the amount paid the user to compensate for the expenses incurred.

In case of multiple orders concerning products to be delivered separately, the procedure above will be applied to each delivery. Consequently, failed collection of the product within the deadline stated will not result in the termination of the whole contract but in partial termination of the same concerning only the uncollected product. In this case, P.A.B. will be entitled to retain the amount paid the user to compensate for the expenses incurred.

It is the user's duty to check the conditions of the product delivered. We recommend that the user checks the number of products received and that the packaging is intact, undamaged, not wet nor however altered, also in the sealing material (adhesive tape or metal strapping).



We also invite the user, in his/her own interest, to specify any alterations on the carrier's transport document, accepting the shipment with reservation. In fact, if the user accepts the products without reservation, he/she is not entitled to take legal action against the courier in case of lost or damaged products, unless they were lost or damaged by intentional misconduct or gross negligence of the same and except if partial loss or damage were not recognizable at the time of delivery. In the latter event, the damage must be reported as soon as it is known and within eight days after the collection. In case the packaging shows evidence of tampering or alteration, we also recommend that the user promptly informs P.A.B.

## 12. Right to Withdraw

Goods are not supplied on trial. As a professional, the user is expected to evaluate product features before purchase and is responsible for their correspondence to its/her own needs.

The right to withdraw does not apply to professional users.

## 13. Conventional Manufacturer's Guarantee

The products sold on the Website may be covered by a conventional guarantee by the manufacturer ("**Conventional Guarantee**"), depending on their nature. The user can exercise said guarantee only in respect of the manufacturer. The duration, extension, also territorially, the conditions and the procedure to exercise it, the types of damages/defects covered and any limitations of the Conventional Guarantee depend on each manufacturer and are specified in the so-called guarantee certificate contained inside the product packaging.

P.A.B. is only liable for the value of the Products as mentioned on the invoice. P.A.B. shall in no way be liable for any additional cost, consequential or indirect damage.

In case of any recalls, P.A.B. is waived from all liability. All liability and/or claims are referred to the manufacturer.

## 14. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, fire, explosion and/or generalized lack of availability of raw materials or energy.

## 15. Compliance with Applicable Laws/Regulations



Customer shall comply with all rules and regulations as applicable to the products, including, but not limited to Data Privacy regulations, Anti-corruption regulations, Antitrust regulations, any export controls/sanctions and/or environmental regulations.

#### 16. **Applicable Law**

The purchase agreement concluded on the Website is governed by Italian law. To the extent not expressly regulated by the terms hereof, the laws applicable to relations and cases provided for in the present contract are valid.

#### 17. **Disputes**

All controversies related to application, performance and interpretation of the present contract fall under the exclusive jurisdiction of the Court of Udine.

#### 18. **Privacy**

Under the rule of Article 13 of the Legislative Decree no. 196/2003 "Data Protection Code" and of Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679 (GDPR), we inform our customer that the processing of personal data provided to P.A.B. during the registration on this Website is mainly aimed at registering the user and accomplishing the purchasing operation.

Data disclosure is optional but if refused the on-line purchasing service will be impossible. The data will be kept for the period necessary to fulfill the purposes for which they were collected, without prejudice to the need for the Data Controller to keep them for a longer period in compliance with legal obligations.

The personal data provided are collected by electronic means and processed, electronically as well, directly or through delegate third parties (transport, debt collection and IT companies, consultants) for the following purposes:

- administrative management of orders and purchases;
- management of participation in any loyalty programs;
- management of requests for information from the customer, for example regarding products.

Employees and collaborators may access customer information for specific needs deriving from their tasks or position, being fully aware of the regulations about privacy and personal data processing, in the procedures necessary or connected to order processing, marketing, sending communications and gifts. Third parties may be involved, i.e. services providers (persons in charge of the processing, external data processors or independent data controllers) strictly functional to the execution of the contractual relationship such as: home



delivery carriers, payment services providers, consultants of the Company, data entry companies, call centers etc.

In any case P.A.B. commits to not communicating nor disseminating the data collected to individuals unnecessary for the performance of the above mentioned services or to avoid processing unnecessary, irrelevant or exceeding contractual requests.

Under the rule of Article 7 of the Legislative Decree no. 196/2003 and of the Articles 15–22 of the (EU) Regulation 2016/679 (GDPR), the customer has the right to obtain confirmation as to whether or not personal data concerning him/her exist, regardless of their being already recorded, and communication of such data in intelligible form. The customer has the right to be informed: a) of the source of the personal data; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if the latter is carried out with the help of electronic means; d) of the identification data concerning data controller, data processors and the representative designated as per Article 5, II paragraph; e) of the entities or categories of entities to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing. The customer has the right to obtain: a) updating, rectification or, where interested therein, integration of the data; b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed; c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected. The customer has the right to object, in whole or in part: a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection; b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

The data controller is P.A.B. S.r.l. a socio unico, which has its registered office and headquarters at 33037 Pasian di Prato (UD) Italy, Via M. Moretti 4 int. 4, VAT number 01950180305.

To exercise the rights as per Article 7 of the Legislative Decree no. 196/2003 and Articles 15–22 of the Regulation (EU) 2016/679 (GDPR), it is necessary to write to P.A.B. S.r.l., Via M. Moretti 4 int. 4, 33037 Pasian di Prato (UD) Italy – [info@mr-malt.it](mailto:info@mr-malt.it)



## DISTRIBUTORS

### TERMS AND CONDITIONS

#### General Terms of Sale

*The English translation of these terms and conditions is provided solely for information purposes. In the event of a dispute, the Italian language version of these terms and conditions will apply.*

#### 1. Website Name and Domain Name Ownership

The following General Terms of Sale (“**GTS**”) regulate the offering and purchase of products on this Website [www.mr-malt.it](http://www.mr-malt.it). The Website as well as the domain name are owned by P.A.B. S.r.l. a socio unico, which has its registered office at 33037 Pasian di Prato (UD) Italy, Via M. Moretti 4 int. 4, VAT number 01950180305.

#### 2. Scope of Application of the GTS and Use of the Website

The offering and purchase of products on this Website represent a distance contract under the rule of Articles 45 et seq. of the Legislative Decree no. 206 of 6 September 2005 (“Consumers’ Code”) and of the Legislative Decree no. 70 of 9 April 2003 about electronic commerce.

These General Terms of Sale apply to all sales made by P.A.B. on the Website, via e-mail or telephone with companies, associations and/or VAT-registered self-employed persons. The General Terms of Sale can be modified at any time. Any modification and/or new condition will be effective as soon as they are published on the Website under the section “*Terms and Conditions*”. We therefore invite our users to regularly access the Website and check the latest version of the General Terms of Sale before any purchase.

The applicable General Terms and Conditions are those effective at the time of forwarding the purchase order.

#### 3. Purchase on the Website

Any product purchase on the Website is subject to registration on the same, as illustrated in Article 4. Products can also be purchased via e-mail or telephone, contact details can be found on the Website.

P.A.B. is entitled to reject or cancel any order by:

(1) any user involved in a pending litigation with the Selling Company;



(2) any user having previously violated these GTS and/or the terms and/or conditions of the purchase agreement with the Selling Company;

(3) any user having been implicated in whatever kind of fraud and notably in credit card frauds;

(4) any user having given false, incomplete or however inaccurate identification data, or not having promptly sent the documents required by the Selling Company for the procedure referred to in Article 10, or having sent invalid documents to the Selling Company.

#### 4. Registration on the Website

The registration on the Website is free of charge. To request registration on the Website the user has to fill in the specific form with his/her name, surname, company name, VAT number, address, including the ZIP code, telephone number, an e-mail address and a password, accept the terms of sale and the privacy statement and click on the “*Create an Account*” button. Each user can only have one registration on the Website.

The registration credentials (e-mail address and password) must be stored with the greatest care and attention. They can only be used by the user and they cannot be given to third parties. The user commits to keeping them secret and ensuring that no third party can access them. The user also commits to informing P.A.B. immediately, contacting the number shown on the Website, in case he/she believes or learns about any undue use or disclosure of the same.

The Registered User guarantees that the personal information given during the registration procedure are complete and true. The Registered User also agrees to indemnify and keep indemnified P.A.B. from all damages, liabilities and/or sanctions deriving from and/or however linked to his/her violation of the rules about the registration on the Website or the storage of the registration credentials.

#### 5. Information for Entering into the Agreement

In accordance with the Legislative Decree no. 70 of 9 April 2003 concerning electronic commerce, P.A.B. informs the user that:

1. to enter into the purchase agreement for one or more products on the Website, the user has to fill in an electronic form and forward it to P.A.B. by electronic means, operating the specific control where the payment is required, following the instructions appearing on the Website from time to time;
2. the agreement is entered into once the order form reaches the server used by P.A.B.;
3. before forwarding the order form, the user can spot and correct any mistakes in the data entered following the instructions on the Website;
4. after registering the order form and receiving the confirmation of the validity of the payment method used, P.A.B. will send to the e-mail address specified by the user the order confirmation. This will contain: a summary of the general and specific conditions





applicable to the agreement, the link to the general terms page, information about the essential features of the product purchased, detailed indication of the price, method of payment used, delivery charges and possible additional costs;

5. the order form will be archived in P.A.B.'s database for as long as it takes to accomplish it and still according to the time limits laid down by law.

## 6. Product Availability

Product Descriptions will contain the information on the availability of each product. Product availability is constantly monitored and updated. However, since the Website may receive several visits at the same time, several users may try to purchase the same product at the same time. Therefore, in such case the product may appear available for a short time, although it is out of stock or not immediately available. In case the product appears unavailable for the above stated reason or in any other case of unavailability, without prejudice to the rights granted to the user by law, P.A.B. will immediately give the user e-mail notice. P.A.B. will also offer the user: (I) in case product restock is possible, a deferment of the delivery to a new date; (II) in case product restock is not possible, a choice for the user between:

1. the termination of the purchase agreement and the subsequent restitution of the Total Amount Due, composed by product price, delivery charges, if applied, and any other additional cost, as per the order;
2. the supply of a different product, having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance.

The user will promptly inform P.A.B. about his/her choice within 5 working days via e-mail or telephone, contact details can be found on the Website.

In case of orders concerning several products, if only some of the products contained in the multiple order become unavailable, P.A.B. will immediately give the user e-mail notice. P.A.B. will also offer the user: (I) in case restock is possible for the products contained in the multiple order become unavailable, a deferment of the delivery to a new date; (II) in case product restock is not possible, the supply of different products, having an equal or higher value, upon payment of the difference in the latter case and subject to user's acceptance, in replacement of the products contained in the multiple order become unavailable.

The user will promptly inform P.A.B. about his/her choice within 5 working days via e-mail or telephone, contact details can be found on the Website.

## 7. Product Information

Each product comes with an information page illustrating its main features. The pictures and descriptions on the Website reproduce product features as accurately as possible. However, product colors may differ from the real ones due to the settings of the IT system or of the computers where users view them. Furthermore, the pictures of the product in the product



information page may differ in size or in relation to any additional products. Those pictures are therefore considered indicative and allowance must be made for the usual tolerance values. For the purposes of the purchase agreement, the product description in the order form sent to the user will prevail.

The specifications for food Products include the mandatory information according to Article 14 of Regulation (EU) No 1169/2011 of 25 October 2011. Though being as accurate as possible, the date of minimum durability or the 'use by' date stated on the Website may differ from the actual dates, and therefore should be considered indicative. The actual minimum durability or the 'use by' date will be made available at the moment of delivery by indication on the label, in accordance with Article 9, paragraph 1, letter f) of that Regulation.

## 8. Prices

All product prices published on the Website are in Euros and do not include VAT.

P.A.B. reserves the right to change product prices at any time and without prior notice. Nonetheless, the user will be charged the price indicated on the Website at the time of placing the order and any increase or decrease subsequent to its transmission will not be considered.

In case a product is offered on the Website at a discounted price, the product description will specify (I) the full reference price on which the discount is calculated and (II) what this full reference price corresponds to. Be it understood that products will be offered at a discounted price only in case the full reference price corresponds to their actual market price. In the absence of any specification, the full reference price is the previous selling price of the product on the website.

## 9. Purchase Orders

P.A.B. will send the products only after receiving the confirmation of the payment authorization for the Total Amount Due.

The purchase agreement is strictly dependent on the payment of the Total Amount Due. In case the payment authorization is not confirmed, the purchase contract will therefore be terminated ex officio. The user will receive notice through the Website that the transaction was not successful and therefore the order was deleted.

Products ownership will be transferred to the purchaser at the time of shipping, i.e. of delivering them to the carrier. The buyer bears the risks for transporting the goods.

To be able to place a purchase order the present GTS need to be read and approved, by ticking the specific checkbox in the pages of the purchase procedure. If the GTS are not accepted, no purchase can be made on the Website.

## 10. Payment Methods



Payment for products purchased on the Website may be made by credit card, Paypal, Satispay and bank transfer. On-line payment is made through secure server (SSL 128 bit and protocols Verified by VISA and Mastercard SecureCode) to guarantee transaction safety. Cartasi, Visa and Eurocard/Mastercard credit cards are accepted. At the time of forwarding the purchase order, P.A.B. makes a request to use the user's credit card for the Total Amount Due indicated on the order form. If the requested authorization is confirmed, the sum corresponding to that amount is reserved and frozen, therefore being no more at user's disposal. The user's credit card will be actually debited for the Total Amount Due at the time of shipping the products. In case of multiple orders concerning products to be delivered separately, the user's credit card will be actually debited at the time of shipping the last product.

Payment by bank transfer is made by selecting "bank transfer" among the payment methods. After our confirmation that all products ordered are available and of the total amount of the shipping, the user can make the bank transfer via his/her bank. The order number communicated at the time of purchase must be specified in the description of payment. The purchased products will be shipped as soon as the payment confirmation is received from the bank (the usual delay for reception of the bank transfer by the bank is 3 - 4 days). Sending the receipt via e-mail speeds up the execution of the order. This method of payment entitles to receive a discount on delivery charges. The details of the bank account where to make the transfer are the following: Unicredit CIN EU: 58 - CIN IT: P - ABI: 02008 - CAB: 05364 C/C: 000102340741 IBAN: IT IT 58 P 02008 05364 000102340741 Payee: P.A.B. S.r.l.

To guarantee safe payments on the Website and prevent any fraud, P.A.B. reserves the right to ask the user via e-mail to send by the same means a duplex copy of his/her own valid identity document or, in case the order is headed to a different person, of this person's valid identity document. The deadline to send the document to P.A.B. will be stated in the request e-mail but it will not exceed 5 working days after the reception of the request by the user. The user is compelled to send the requested documents within the deadline stated and, in the meanwhile, the order will be suspended.

In case P.A.B. does not receive the requested documents within the deadline stated or it receives expired or invalid documents, the contract will be terminated ex officio pursuant to and in accordance with Article 1456 of the Italian Civil Code and the order will therefore be deleted, notwithstanding P.A.B.'s right to compensation for any damage caused by the user's in compliant behavior. The user will be notified via e-mail about the termination of the contract within 5 days after the deadline for sending the requested documents to the Selling Company. The termination of the contract will result in the deletion of the order and in the unfreezing of the Total Amount Due for which the authorization was requested.

In case P.A.B. receives valid documents within the deadline stated in the e-mail, the delivery terms applicable to the product will start to run from the date of their reception. The purchaser guarantees that the information provided to P.A.B. are truthful. The information provided will be used to issue the invoice. No variation will be possible on the invoice after issuance.



## 11. Product Shipment

The purchased products will be shipped and delivered to the delivery address specified by the purchaser. P.A.B. currently relies on express courier service by *BRT S.p.A.* and *TNT* for small shipments, while for larger consignments *Pallex* services are used. After processing the order, the Selling Company will confirm shipment via e-mail within 1 - 2 working days; estimated delivery time is 3 - 4 working days (excluding therefore Saturdays, Sundays and holidays). At the delivery address there must be someone to receive the goods. Couriers do not generally notify delivery in advance by telephone.

P.A.B. reserves the right to choose other shipment companies based on its own or the Customer's needs, on convenience or whatever other practical reason. No commitment is made to inform the user in advance about this kind of change, except for prior agreements made with individual Customers.

The amount of delivery charges due is specified in the order confirmation. The shipping costs calculated by the website during the check-out are estimated, the user may be contacted after completing the order for integration.

Delivery is considered completed when the product is made available to the user at the delivery address specified to P.A.B. Home delivery will be performed to street level, unless otherwise provided in the product description or unless the user explicitly asked for delivery to the floor.

The user acknowledges that he/she has a clear obligation to collect the product due to the purchase agreement. In the event of delivery failed because the addressee is absent from the address specified in the order form, the courier will leave in the post box a delivery attempt notice containing its contact number. The courier will make a second delivery attempt on the following day. After two failed delivery attempts, the courier will try to contact the customer by telephone. If this attempt fails as well, the shipment will be kept in storage by the courier. The user will have to collect the shipment within eight calendar days starting from the second day after the date when the delivery attempt notice was left. In case the user does not collect the product within this deadline, the purchase contract will be terminated ex officio pursuant to and in accordance with Article 1456 of the Italian Civil Code and P.A.B. will be entitled to retain the amount paid the user to compensate for the expenses incurred.

In case of multiple orders concerning products to be delivered separately, the procedure above will be applied to each delivery. Consequently, failed collection of the product within the deadline stated will not result in the termination of the whole contract but in partial termination of the same concerning only the uncollected product. In this case, P.A.B. will be entitled to retain the amount paid the user to compensate for the expenses incurred.

It is the user's duty to check the conditions of the product delivered. We recommend that the user checks the number of products received and that the packaging is intact, undamaged, not wet nor however altered, also in the sealing material (adhesive tape or metal strapping).



We also invite the user, in his/her own interest, to specify any alterations on the carrier's transport document, accepting the shipment with reservation. In fact, if the user accepts the products without reservation, he/she is not entitled to take legal action against the courier in case of lost or damaged products, unless they were lost or damaged by intentional misconduct or gross negligence of the same and except if partial loss or damage were not recognizable at the time of delivery. In the latter event, the damage must be reported as soon as it is known and within eight days after the collection. In case the packaging shows evidence of tampering or alteration, we also recommend that the user promptly informs P.A.B.

## 12. Right to Withdraw

Goods are not supplied on trial. As a professional, the user is expected to evaluate product features before purchase and is responsible for their correspondence to its/her own needs.

The right to withdraw does not apply to professional users.

## 13. Conventional Manufacturer's Guarantee

The products sold on the Website may be covered by a conventional guarantee by the manufacturer ("**Conventional Guarantee**"), depending on their nature. The user can exercise said guarantee only in respect of the manufacturer. The duration, extension, also territorially, the conditions and the procedure to exercise it, the types of damages/defects covered and any limitations of the Conventional Guarantee depend on each manufacturer and are specified in the so-called guarantee certificate contained inside the product packaging.

P.A.B. is only liable for the value of the Products as mentioned on the invoice. P.A.B. shall in no way be liable for any additional cost, consequential or indirect damage.

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## 15. Compliance with Applicable Laws/Regulations





Customer shall comply with all rules and regulations as applicable to the products, including, but not limited to Data Privacy regulations, Anti-corruption regulations, Antitrust regulations, any export controls/sanctions and/or environmental regulations.

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The purchase agreement concluded on the Website is governed by Italian law. To the extent not expressly regulated by the terms hereof, the laws applicable to relations and cases provided for in the present contract are valid.

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