

• GENERAL CONDITIONS FOR THE ONLINE SALE OF CONSUMER GOODS BY BIFRO' SRL

1. Parties to the contract

The contractual conditions described below are valid between the company BIFRO' S.R.L. (P.IVA 12957940013), in the person of the legal representative, with registered office: Via Giuseppe Mazzini, 23, Turin TO hereinafter referred to as "Bifro'" and any person who makes online purchases on the website www.bifro.it hereinafter referred to as "customer".

2. Object of the contract:

Bifro' srl sells to the customer who purchases remotely gift cards to be spent at its restaurant. The contract is concluded electronically through the customer's access to the site and the conclusion of a purchase order with relative payment.

3) Knowledge of the conditions:

The customer undertakes to read, before registering or in any case before confirming their first order, these conditions as well as the pre-contractual information provided by Bifro' and to accept them.

Also pursuant to art. 51 paragraph 1 of the Consumer Code (Legislative Decree 206/2005), in the order confirmation email, the customer will still receive the link to view and possibly download a copy of these general conditions of sale.

4) Validity of the conditions:

These conditions are valid at the time of their publication on the website www.bifro.it and may be subject to any changes that will be effective from the time of publication of the changes themselves

5) Conclusion of the contract, delivery terms, invoicing:

The sales contract is considered concluded with the sending by Bifro' of an email to the customer confirming the requested order. The email contains the customer's data and order number as well as the price of the goods purchased, shipping costs and the delivery email address to which the goods will be sent (as well as, pursuant to point 3, the link to print and archive a copy of these conditions).

The customer undertakes to verify the accuracy of the personal data contained therein and to promptly communicate any corrections to Bifro'.

Bifro' undertakes to describe and present the items sold on the site in the clearest and most correct way possible. Nonetheless, also due to the use of electronic systems, some errors, inaccuracies or small differences between the site and the actual product may arise. In any case, the photographs of the products presented on the site do not constitute a contractual element, as they are for representative purposes only.

Bifro' undertakes to deliver the goods within 30 days of sending the order confirmation email to the customer.

For each order placed, Bifro' issues an invoice for the goods shipped. The invoice will contain the information provided by the customer during the purchase procedure. After the invoice has been issued, it will not be possible to make any changes to the data indicated in the invoice.

6) Pre-contractual information:

Before concluding the purchase contract, the customer examines the characteristics of the goods that are illustrated in the individual product sheets.

Before concluding the purchase contract and before validating the order with “payment obligation”, the customer is informed about:

- total price of the goods including taxes, with details of shipping costs and any other costs;
- payment method;
- the deadline by which Bifro' undertakes to deliver the goods;
- conditions, terms and procedures for exercising the right of withdrawal, as well as the standard withdrawal form referred to in Annex I, Part B of Legislative Decree 21/2014;
- information to the customer of the need to bear the cost of the return in the event of exercising the right of withdrawal;
- existence of the legal guarantee of conformity for the goods purchased;
- after-sales assistance conditions and commercial guarantees provided by Bifro';

7) Prices:

All sales prices of the products indicated on the site are expressed in Euros and include VAT, and where applicable, the WEEE contribution.

Shipping costs are not included in the purchase price, but are indicated and calculated at the conclusion of the purchase process before payment is made.

The customer accepts the right of Bifro' to change its prices at any time, however the goods will be invoiced on the basis of the prices indicated on the site at the time of creation of the order and indicated in the confirmation email sent by Bifro' to the customer.

In the event of an IT, manual, technical, or any other error that may lead to a substantial change, not foreseen by Bifro', of the retail price, making it exorbitant or clearly derisory, the purchase order will be considered invalid and cancelled and the amount paid by the customer will be refunded within 14 days from the day of cancellation.

8) Product Availability:

Product availability refers to the actual availability at the time the customer places the order. However, this availability can only be purely indicative because, due to the simultaneous presence on the site of multiple users with the effect that some goods may run out due to the prior sale to other users who have concluded the order before.

Even after the order confirmation email sent by Bifro', there may be cases of partial or total unavailability of the goods. In this case, the order will be automatically suspended and the customer will be informed immediately.

If the customer requests cancellation of the order, terminating the contract, Bifro' will refund the amount paid within 14 days from the day on which Bifro' became aware of the customer's decision to terminate the contract.

9) Payments:

Payments by customers may be made exclusively by credit card (with the circuits indicated on the site).

In case of payment by credit card, the actual charge of the order amount will only occur when the order is complete and ready for shipment.

Communications relating to the payment and the data communicated by the customer when the payment is made take place on special protected lines. The security of payment by credit card is guaranteed by VBV (Verified by VISA) and SCM (Security Code Mastercard) certification.

10) Guarantees:

In case of receiving products that do not comply with the orders or are defective, the customer has the right to the legal guarantee, i.e. the restoration of the conformity of the

product without charge by repairing or replacing the product. The customer can exercise this right if the defect occurs within two years of delivery of the goods and reports the defect to Bifro' within two months of discovery.

In this case, the customer must proceed to create a Return computer file and Bifro' will, at its own expense, organize the collection of the product, compatibly with the customer's availability.

In addition to the legal guarantee of conformity referred to in the previous article, all products also benefit from a commercial guarantee whose duration is indicated on the product sheets of the items.

To benefit from the guarantee assistance, the customer must keep the invoice.

11) Right of withdrawal:

In accordance with the legal provisions in force, the customer has the right to withdraw from the purchase without any penalty and without specifying the reason, within 14 days from the date of receipt of the products.

In the case of multiple purchases made by the customer with a single order and delivered separately, the 14-day period starts from the date of receipt of the last product.

The customer who intends to exercise the right of withdrawal must communicate this to Bifro' by means of an explicit declaration.

This can be sent:

- by registered mail with return receipt to the Bifro' addresses listed above
- by accessing the relevant section on the site, with the creation of a computerized return practice.
- by sending any explicit declaration containing the decision to withdraw from the contract
- or alternatively send the standard withdrawal form, referred to in Annex I, part B, Legislative Decree 21/2014 (not mandatory) whose text is reported below:

Standard withdrawal form pursuant to art. 49, paragraph 1, letter h)

(complete and return this form only if you wish to withdraw from the contract)

1.

1. Bifro' srl

2. Via Giuseppe Mazzini 23

- 10123 Torino TO

1. – PEC address: lauraeroberto@pec.it

We (*) hereby notify (*) the withdrawal from our (*) sales contract for the following services (*)

– Ordered on (*)

– Name of the consumer

-Address of the consumer

– Date

(*) Delete the unused wording.

In case of exercising the right of withdrawal, the customer is required to return the goods within 14 days from the day on which he communicated to Bifro' his intention to withdraw from the contract pursuant to art. 57 of the Consumer Code (Legislative Decree 206/2005).

The goods must be returned to Bifro' Via Torino, 149 10042 Nichelino TO.

The direct costs of returning the products are borne by the customer. The estimated cost will not exceed a maximum of € 100.00 (three hundred/00).

The goods must be returned intact, in the original packaging, complete in all its parts (including packaging and any documentation and accessory equipment) and complete with the attached tax documentation. Without prejudice to the right to verify compliance with the above, P Bifro' will refund the amount of the products subject to withdrawal within a maximum of 14 days, including any shipping costs.

As provided for by art. 56 paragraph 3 of the Consumer Code (Legislative Decree 206/2005), amended by Legislative Decree 21/2014, Bifro' may suspend the refund until receipt of the goods or until the customer demonstrates that the goods have been returned to it.

The refund will be made using the same payment method chosen by the customer during the purchase phase.

12) Liability:

Bifro' assumes no responsibility for disruptions attributable to force majeure or unforeseeable circumstances, even if dependent on malfunctions and disruptions of the internet network, in the event that it is unable to execute the order within the timeframes set out in the contract.

13) website and cookies and processing of personal data:

The customer can access the site only for consultation and purchases. No other use, in particular commercial, of the site or its content is permitted. The integrity of the elements of this site, whether audio or visual, and the related technology used remain the property of Bifro' and are protected by intellectual property rights.

The website uses "cookies" (electronic files that record information relating to the user's navigation on the site – pages consulted, date and time of consultation, etc. – and that allow Bifro' to offer a personalized service to its customers).

Bifro' informs the Customer about the characteristics of these and the possibility of deactivating the creation of such files, with a specific information notice in the privacy section. Deactivating some essential cookies could prevent the Customer from proceeding with the online purchase.

The customer's data is processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the information notice pursuant to EU REG. 679/2016 available in the specific privacy section.

14) Communications:

Any communication, except as provided in the previous point "Right of Withdrawal", may be addressed to Bifro' using the contact channels listed in the "Contact Us" section of the Site.

15) Partial invalidity:

These General Conditions of Sale are made up of all the clauses that compose them. The invalidity of one or more clauses does not affect the rest of the contract.

16) Referral:

For anything not expressly provided for in these conditions, please refer to the provisions of Part III, Title III, Chapter I, of the Consumer Code, Legislative Decree no. 206/2005, amended by Legislative Decree no. 21/2014 and Legislative Decree 70/2003 on electronic commerce as well as other provisions in force on the matter.

17) Applicable law and competent court:

These General Conditions of Sale are subject to Italian law.

The competent court is that of the consumer as provided for by law. Any dispute that cannot be resolved amicably will therefore be subject to the exclusive jurisdiction of the Court of the place of residence or domicile of the customer, if located in the territory of the State.

In any case, it is possible to optionally resort to the alternative dispute resolution procedures and in particular mediation pursuant to Legislative Decree 28/2010, for the resolution of any disputes arising in the interpretation and execution of these conditions of sale.

18) Definitions

In these general conditions of sale, terms not otherwise defined shall have the meaning attributed to them below:

“customer” means any person, whether or not they have completed the registration procedure, who browses the Site, including those who act as Guest Customers or Registered Customers, whether they are Consumer Customers or Professional Customers.

“Consumer Customers” means the natural person who acts for purposes other than their entrepreneurial, commercial, artisanal or professional activity, as defined in Article 3, letter a), of the Consumer Code.

“Professional Customers” means the natural or legal person who acts in the exercise of their entrepreneurial, commercial, artisanal or professional activity or their intermediary, as defined in Article 3, letter c), of the Consumer Code.

“Registered Customers” means the user who has successfully completed the registration procedure on the Site, who has chosen their nickname and password to access, among other things, the specific section reserved for Registered Customers. The Registered Customer has the right to navigate within the Site and to use all the Services available from time to time on the Site.

“Guest Customer” means the user who has the right to navigate the Site, use the functions made available to the generality of CUSTOMERS, without having to register on the Site and without being able, consequently, to use the Services.

“Consumer Code” means Legislative Decree 6 September 2005, no. 206 and subsequent amendments.

“Content” means all information, videos, images, sounds, music, photographs, software, newsletters (containing useful information aimed at the use of the Service and to be considered, for this reason, an integral part of it), animations, databases, design and contents, trademarks, logo, technical solutions adopted, graphic creations, look & feel, structure and any other part already created or to be created, whether registered or not,

covered or not by copyright or legally protected, published on the Site or any other material (in any form) or service that is made available through the Site or by Bifro' to Customers, including information sheets relating to Products or Services, images or descriptions relating to Products or Services as well as trademarks or logos of third parties who are manufacturers or suppliers of the Products or Services.

“Contract” means, jointly, these General Conditions of Sale (including any document referred to in these General Conditions), any additional conditions published on the Site, the additional rules, directives, codes of conduct and/or instructions present on the individual Product sheets or, in any case, published on the Site as well as any registration form or Purchase Order issued by the customer and accepted by Bifro'.

“Business Day” means each calendar day except Saturday, Sunday and other days on which credit institutions operating in Milan are not, as a rule, open to the public for the performance of their normal business;

“Bifro” means the online sales shop, published on the Site, called “Bifro” and managed by Bifro'.

“Purchase Order” means the order for the purchase of one or more Products and/or Services indicated on the Site as “available”.

“Mixed Order” means the purchase proposal issued by the Customer, concerning two or more Products of which at least one is indicated in the relevant information sheet as “available”, and at least one other as “orderable subject to availability verification”.

“Purchase Proposal” means the proposal concerning (i) the purchase of one or more Products and/or Services indicated on the Site as “orderable subject to availability verification” or (ii) a Mixed Order, sent by the customer.

“Product” means any product put on sale by Bifro' on the Site.

“Service” means any service made available by Bifro' on the Site, including – without limitation – the services provided by Bifro' at the request of the CUSTOMER and connected to the sale of Products, such as – by way of example – the transport service.