**De Rosa Ugo & Figli Srl** registered office in Via Vincenzo Bellini, 24, 20095 Cusano Milanino MI - VAT no. **00878090968** 

**Bikeroom Srl** registered office in Via Vittorio Emanuele II,2 Brescia(BS). VAT no. **0411161098** 

The offer and sale of products on our website (<u>www.derosa.it</u>) are regulated by these

General conditions of Sale.

The products purchased on www.Derosa.it are sold directly by Bikeroom Srl ("the Seller").

If you need information, go to the Customer Service area.

You will find information about orders and shipments, refunds and the return of products purchased on www.derosa.it.

Remember that you can always contact the Seller, by email to the following address: <u>help@derosa.it</u>

## 1. COMMERCIAL POLICY

The Seller offers for sale, on www.derosa.it, the products and carries out its e-commerce business only by its final customers.

In consideration of its commercial policy, the Seller reserves the right not to follow up orders from other kind of people who are not "consumer" or in any case to orders that do not comply with its commercial policy.

These General Conditions of Sale exclusively regulate the offer, forwarding and the acceptance of purchase orders for products on www.derosa.it between users of www.derosa.it and the Seller.

The General Conditions of Sale do not regulate the supply of services or the sale of products by parties other than the Seller that are present on <u>www.derosa.it</u> through links, banners or other hyperlinks. We suggest you, before submitting orders and purchase products and services from parties other than the Seller, to verify theirs conditions of sale, because the Seller is not responsible for the supply of services from part of third parties other than the Seller or the e-commerce operations

between users of www.derosa.it and third parties.

# 2. HOW TO CONCLUDE THE CONTRACT WITH THE SELLER

To conclude the purchase contract for one or more products on www.derosa.it, you will have to fill the order form in electronic format and send it to the Seller following the relative instructions.

Before proceeding with the purchase of products, by submitting the order form, you you will be asked to carefully read the General Conditions of Sale and to print them a copy and to store or reproduce a copy for your personal use. We will also provide you with a summary of the information on essential characteristics of each product ordered with the relative price (inclusive of all applicable taxes or duties), of the means of payment that you can use for

purchase each product, the methods of delivery of the products purchased, the shipping costs and delivery;

as well as references and geographical and postal address electronic information of the Seller.

You will also be provided with an indication of the circumstances in which you will lose the right to withdraw from the contract. If applicable to the purchase, you will be informed that, in case of withdrawal, you will have to bear the cost of returning the products. It will be you, in every case, remembering the existence of the legal guarantee of conformity of the products, they will be provided the contact details of our after-sales service.

In the order form, displayed immediately before the conclusion of the contract purchase, we will provide you with summary information about the essential characteristics of each ordered product, the price (including all applicable taxes or duties) and shipping costs (including any additional costs incurred by you for having chosen a different and / or faster type of shipment and delivery than the standard one). The contract is concluded when the Seller receives your order form electronically, after checking the correctness of the data relating to your order and receiving the payment of the related order.

The order form will be stored in our database for the period of time necessary to fulfill orders and in any case within the terms of the law. You will be able to access to your order form, by consulting the section My order.

At the time of sending the order form you will be notified that such forwarding involve the obligation to pay the indicated price. Before proceeding to transmission of the order form, you will also be asked to identify and correct any data entry errors.

The language available to conclude the contract with the Seller is Italian or English. Once the contract is concluded, the Seller will process your purchase order.

The Seller may not process your purchase orders that do not give sufficient guarantees solvency or which are incomplete or incorrect or in case of unavailability defined products,

In these cases, we will inform you by e-mail that the contract is not concluded and that the Seller has not carried out your purchase order specifying the reasons. If the products, presented on www.derosa.it, are no longer available or on sale at the time of your last access to the site or when the order form, it will be the Seller's responsibility to notify you promptly and in any case

within thirty (30) days from the day following that on which you have transmitted your order to the Seller, any unavailability of the products ordered.

In case of forwarding of the order form and payment of the price, the Seller will refund, without undue delay, what you have already anticipated and the contract will be considered terminated between set off.

With the electronic transmission of the order form, you unconditionally accept and you undertakes to observe, in relations with the Seller, these General Conditions of Sale.

If you do not agree with some of the terms set out in the General Conditions of Sale,

we invite you not to submit the order form for the purchase of products on www.derosa.it.

By submitting the order form, you confirm that you know and accept the General Conditions of Sale and further information contained in www.derosa.it.

Once the contract is concluded, the Seller will send you a receipt by e-mail of the purchase order, all the information already contained in the summary of the conditions commercial and contractual displayed before proceeding with the purchase.

#### **3. GUARANTEES AND INDICATION OF PRODUCT PRICES**

On www.derosa.it only products marked with the DE ROSA brand and purchased directly and exclusively by the Seller from manufacturer.

The essential characteristics of the products are presented on www.derosa.it within each product sheet. The images and colors of the products offered for sale on www.derosa.it may however not correspond to the real ones due to the Internet browser and monitor used.

Product prices may be subject to updates. Make sure of the price final sale before submitting the related order form.

Purchase requests from countries not included among those displayed in the splash page will not be accepted by the Seller.

The Seller, in case of exercising your right of withdrawal, has the right not to accept the

return or not refund in full the sums paid for the purchase, in relation to those products that have been altered in their essential characteristics equalitative or have been damaged.

All products sold by the Seller are covered by the legal guarantee of twenty-four (24)

months for lack of conformity, in accordance with applicable law.

The flaw of conformity of the product must be communicated to the Seller within two (2) months from his discovery. The lack of conformity can be communicated to the Seller by contacting the

Customer care.

In the event of a lack of conformity, you have the right to request repair or the product replacement. In the event that the above remedies are not possible or excessively expensive, you will be entitled to a reduction in the price paid or to the

termination of the sales contract, pursuant to art. 130 of the Consumer Code. (Italian law).

#### 4. TRANSACTIONS

For the payment of the price of the products and the relative shipping and delivery costs

you can follow one of the methods indicated in the order form. In no case will they be there

charged costs higher than those actually incurred by the Seller, in relation to payment instrument of your choice.

If paying by credit card, your financial information (for example, the credit / debit card number or expiry date) will be forwarded, via encrypted protocol, to INTESA SANPAOLO bank or to other banks, which provide to related remote electronic payment services, without third parties being able, in any way, have access to it. Furthermore, this information will never be used by the Seller except to complete the procedures relating to your purchase and to issue the related refunds in the event of any product returns, following the exercise of your right of withdrawal, or if it is necessary to prevent or report to the police the fraud commission on www.derosa.it. The price for the purchase of products and expenses shipping, as indicated in the order form, will be charged to your account at the time of shipment of the purchased products.

# 5. SHIPMENT AND DELIVERY OF PRODUCTS

You can choose to receive the items purchased at the chosen address or At the address of the De Rosa production base. If you have chosen the " collection at headquarters" mode, we will notify you the arrival of your order at the store by email, this can be done within a maximum of one hundred and twenty days (120) In this case you will have to collect the items in approximately maximum fifteen (15) working days from the sending of the mentioned communication, showing the assistant to sales copy of the shipping confirmation email and your identification document.

If you do collect the order from another person, this person will need to present, in addition to the email of confirmation of shipment of the order, also a photocopy of their identity document together the proxy letter and your identity document. In case of failure to collect the products within this term the purchase contract will be automatically terminated and you will come subsequently refunded of the amount paid.

We also remind you that it is not possible make the payment at the point of sale. Therefore, there is no COD option if you choose store delivery. The mode of delivery at the store is free of charge.

# 6. CUSTOMER SERVICE

You can request any information through our assistance services: contact the Service Clients.

For more information, access the Customer Service area.

## 7. PRIVACY

You will find information on how we process your personal data by accessing the Privacy Policy.

Please also read, if you have not already done, our General Conditions of Use because they contain important information on how we process personal data of our users and the security systems adopted.

#### 8. JURISDICTION

The General Conditions of Sale are governed by Italian law and in particular by legislative decree 6 September 2005 n. 206, on the consumer code in Chapter I "Of rights of consumers in contracts ", with specific reference to the legislation on distance contracts and the legislative decree 9 April 2003 n. 70 on certain aspects relating to electronic commerce.

In the event of disputes between the Seller and each end user, arising from the Conditions General Sales, the Seller guarantees, as of now, full adhesion and acceptance of the RisolviOnline conciliation service.

RisolviOnline is an independent service and institutional, provided by the Chamber of Arbitration of the Milan Chamber of Commerce, which makes it possible to reach a satisfactory agreement, with the help of a neutral conciliator and competent, in a friendly and safe way, on the Internet.

For more information on the RisolviOnline regulation or to send a conciliation request access SolveOnline.com.

We also inform you that the European Commission provides a platform for resolution Extra-judicial alternative to disputes, accessible on the website http://ec.europa.eu/odr.

#### 9. MODIFICATION AND UPDATE

The General Conditions of Sale are modified from time to time also in consideration of any regulatory changes. The new General Conditions of Sale will be effective from date of publication on www.derosa.it.