



www.moonflex.it

12_04_2014 REV.1 Com.Off.

Conditions of sale

These General Terms and Conditions of Sale, govern the relationship between SORMA S.p.A., with registered office in Via Don F.Tosatto no. 8, Mestre-Venice, Italy - VAT no. 00165680273 (hereinafter "SORMA") and any natural person resident in Italy or abroad, who is not acting for purposes which are related to his or her trade, business or profession, for all sales of goods specified and described on the www.moonflex.it site, to be considered as an integral part of these terms and conditions. Terms and conditions other than those contained shall be valid only with specific written confirmation. By sending the order the terms and conditions will be considered accepted.

1. PRICES

Prices are VAT inclusive. In the event of purchases made by buyers in countries outside the European Union, prices may be higher due to custom duties and other charges not attributable to SORMA - in accordance with national regulations.

These cost increases must be paid by the purchaser to the carrier on receipt of goods. Shipment and delivery expenses shall be borne by the Consumer.

2. PAYMENTS

Payment for the goods shall take place on-line by credit card. It is stressed that, in the payment process, financial information - such as credit card number and expiry date - are managed directly by the reference banking circuit.

Furthermore, all confidential information is sent in code through an encryption protocol. Therefore, financial information is not sent to SORMA or other entities outside the reference Bank. SORMA uses the services of PayPal (Europe) S.à r.l. & Cie, S.C.A. in the management of payments. & Cie, S.C.A. PayPal (Europe) S.à r.l. & Cie, S.C.A. (R.C.S. Luxembourg B 118 349) is a Luxembourg credit institution duly licensed pursuant to Article 2 of the Law of 5 April 1993 on the financial sector as amended and is subject to prudential supervision by the surveillance authority of Luxembourg, the Commission de Surveillance du Secteur Financier, with registered office in Luxembourg. The purchaser can obtain more information on the services provided by PayPal, by visiting the website <http://www.paypal.com/it>.



3. CHARGE

The order on behalf of the Consumer establishes the latter's obligation to pay the price.

4. RIGHT OF WITHDRAWAL

Purchases on our site are subject to the rules laid down by the Consumer Code (Italian Legislative Decree no. 206 dated 23 October 2005) in respect of distance contracts, in the event that the delivery of goods occurs at the purchases domicile or at a Mail Boxes point etc., as such purchases are completed outside the business premises.

5. INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL

5.1 MODEL INSTRUCTION ON WITHDRAWAL

The Consumer has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period shall expire after 14 days from the day when the Consumer or a third party other than the carrier and indicated by the Consumer acquires physical possession of the goods. In order to exercise the right of withdrawal, the Consumer is required to inform the seller SORMA Spa, at Via Don F. Tosatto 8, 30174 Venice Mestre (Tel. +39-041959616, Fax +39-0257760375) of its decision to withdraw from this contract providing an explicit statement (for example letter sent via post, fax or electronic mail). For this purpose, the Consumer may use the withdrawal form that can be downloaded from [this link](#), but it is not obligatory. The Consumer can also electronically fill in and submit the model withdrawal form or any other explicit statement on the Seller's web site www.moonflex.it. In the event that this option is selected, the Seller will promptly send the Consumer a withdrawal confirmation receipt through electronic mail. To meet the withdrawal deadline, it is sufficient that the Consumer sends the communication regarding the exercise of the right of withdrawal before the withdrawal period has expired.

5.2 EFFECTS OF WITHDRAWAL

Should the Consumer withdraw from the contract, he/she is entitled to a refund of the sum paid to the Seller, including delivery costs (with the exception of the supplementary costs resulting from the Consumer choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which the Seller is informed regarding the Consumer's decision to withdraw from the contract. Said refund will be performed using the same means of payment as used for the initial transaction, unless the Consumer expressly agrees otherwise; in any event, the Consumer will not incur any fees as a result of such refund. The Consumer must return the goods to the seller SORMA Spa, at Via Don F. Tosatto 8,



30174 Venice Mestre (Tel. +39-041959616, Fax +39-0257760375) without undue delay and in any event not later than 14 days from the day on which you informed us of your decision to withdraw from the contract. This deadline is met if the consumer returns the goods before the period of 14 days has expired. The refund may be withheld until receipt of goods or until the Consumer has supplied evidence of having returned the goods, whichever is the earliest". The consumer shall only be charged for the direct cost of returning the goods. The Consumer is liable for any diminished value of the goods only where that results from handling of the goods in any way other than what is necessary to establish the nature, characteristics and functioning of the goods.

5.3 EXCLUSION OF THE RIGHT OF WITHDRAWAL

The right of withdrawal shall not apply in relation to audio-visual or sealed software products, which have been opened by the Consumer.

6. HOW TO RETURN THE GOODS TO SORMA (RETURN SHIPPING)

After requesting the right of withdrawal process, the goods must be returned in their original packaging in a special outer packaging, in order to protect the original packaging from any damage, defacing or alteration. The goods must be shipped at the Customer's expense to the address specified by SORMA within 14 days from communication to the Seller regarding withdrawal from the contract. The Consumer shall attach in a visible position the number and the year of the order, on the packages shipped. The Consumer is liable for any diminished value of the goods resulting from use or handling of the goods in any other way than that necessary for the functioning of the goods. SORMA will not refund goods under withdrawal, until receipt thereof.

7. HOW LONG BEFORE THE BANK TRANSFER FOR THE RETURN IS MADE

Within 14 days from receipt of the goods, or from when the Consumer proves to have provided for their return, SORMA will credit the Customer the amount corresponding to the value of the goods resulting from the invoice and the cost of shipment and delivery.

8. LEGAL GUARANTEE OF CONFORMITY OF THE GOODS AND REPLACEMENT OF THE PRODUCTS

Within two years from the sale, provided that it is reported within two months from detection. In the event of non-conformity of the good delivered to that ordered, the Consumer may request replacement or repair by the seller. If these are impossible, prohibitively expensive or have been carried out and have caused inconvenience to the Consumer, he/she may



request the reduction of the price or the termination of the contract. Activation of the replacement service may be performed through contact with our Customer Service. SORMA shall bear the cost of shipment and shipment must be performed by a COURIER IN PARTNERSHIP with SORMA.

9. DELIVERY OF THE PRODUCTS

The products shall be delivered by the Courier responsible or on the courier's behalf to the address specified that cannot be amended nor changed once the order is sent. Upon receipt the Customer must check the integrity of the package containing the Product. If the Customer detects anomalies these must be immediately reported to the person delivering the goods.

10. NON-DELIVERY OF GOODS

If the courier delivering the goods does not find the recipient at the address specified, he/she will leave a notice specifying the attempted delivery. The next day the same courier will make a further attempt to deliver the products; if, even in this case he/she is unable to complete the delivery, there is a NON-DELIVERY. This involves the automatic shipment of the products to the sender and the Customer may not assert any rights. Should the Customer request to have the products ordered and paid from SORMA and subject of non-delivery he/she must apply to: SORMA SPA - Via Don Tosatto 8 - 30174 - Venice Mestre. Once SORMA has carried out all checks it can send the Products to the Customer again upon payment in advance of all shipping charges.

11. PRIVACY

By purchasing through this web site, you agree to the use and processing of your personal data pursuant to Art.13 of Italian Legislative Decree no. 196 dated 30 June 2003, Code regarding the protection of personal data.

11.1 PURPOSES OF THE PROCESSING OF PERSONAL DATA

Personal data relating to you will be processed by us, in compliance with the aforementioned law, for the following purposes: (1) to comply with obligations imposed by law, regulations, community legislation, such as fiscal or accounting issues (invoicing, written undertakings and accounting registrations); (2) comply with obligations and exercise rights, even through agents, in or out of court, resulting from the contract concluded with you. (3) sending of information material relative to sales promotions for products and services similar to those purchased by you, even through electronic communication (for example e-mail, sms, etc.). (4) sending of information material relative to our business, even through electronic communication (for example e-mail, sms, etc.). The processing of your data, for the purposes referred to in



points 1), 2) and 3) does not require your consent, pursuant to Art. 24, letter a), b), c), d), and f) of the Code. The processing of your personal data for the purposes referred to in point (4) requires your consent pursuant to Art. 23 and 130 of the Code. Your refusal to provide consent will result in the non-sending of information material.

11.2 METHOD OF PROCESSING PERSONAL DATA

With reference to the aforementioned purposes, the processing of data occurs through storage on paper and electronic support, in compliance with the law in force and in any case, in order to ensure the security and confidentiality of data. The provision of Personal data is optional; however, in the event of refusal we may not have the necessary elements to manage the contractual relationship. The data will be processed for the entire duration of the contract and even thereafter in accordance with the legal obligations regarding the keeping of tax and accounting records. After which such data will be destroyed.

11.3 DATA DISCLOSURE

The Data will not be subject to disclosure to third parties nor distributed, they may however, come to the awareness of external data processors appointed by SORMA pursuant to Art. 29 of the Code, companies that provide functional services for the complete execution of the contractual relationship (payment and transport service providers). Furthermore, the data may also come to the awareness of those responsible for their processing from Sorma's Data Processing, Customer Care, Logistics and Administration offices.

11.4 RIGHTS SET FORTH IN ART. 7 OF THE CODE

Through notification to be sent to the attention of the Data Processor c/o SORMA s.p.a. Via Don F. Tosatto 8 – 30174 Mestre (VE) Tel. 0041 2388911, fax 041 2388916, you can exercise the rights at any time as set out under Art. 7 of the Code, including, but not limited to:

- 1) obtain from the Data Controller or Data Processor, without any delay, the confirmation of the existence or not of personal details concerning you;
- 2) obtain: a) specification of the source of personal data, purposes and methods of the processing, the logic applied to the processing, if the latter is carried out with the help of electronic means, identification data concerning Data Controller, Data Processors subjects or categories of subjects to which the data may be communicated or to whom it may be conveyed through their responsibility as those in charge of processing; the updating, or correction, and should it interest you, the



integration of the data; b) the cancellation, transformation into anonymous form or blocking of data in the event of unlawful processing, including those that need not be retained for the purposes for which the data were collected or subsequently processed;

3) object, in its entirety or in part, to the processing of personal data which concern the data subject, provided for the purpose of commercial information or the sending of advertising or direct sale material or for the carrying out of market surveys or commercial communication.

Sorma S.p.A.

Via Don F. Tosatto 8

30174 Venice Mestre

Share Capital € 1,500,000 Fully paid up

Registration in the CHAMBER OF COMMERCE AND INDUSTRY (C.C.I.A.A.) Ve 56533

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