

"On-line" sales contract means the distance contract concerning movable property stipulated between the company Autoricambi Cavalitto S.A.S. with registered office in Italy, via Ceva 45 bis Turin, and a customer, consumer or professional, as part of a distance selling system organized by Autoricambi Cavalitto S.A.S. that, for this contract, uses only the distance communication technology called "internet".

These General Conditions of Sale apply to all Products sold by the Company through the procedure indicated on the Website, by email or by telephone.

By placing an order by email or telephone, the customer declares to fully accept the general conditions of sale and payment described below. These general conditions of sale, together with the conditions regarding the methods of delivery and payment of the goods, form an integral part of the sales contract concluded between the customer and Autoricambi Cavalitto S.A.S.

Any changes to the Agreement can only be made with the written consent of the parties.

The consumer will print or save an electronic copy and in any case keep these general conditions of sale, in compliance with the provisions of Legislative Decree no. 206/2005 on distance selling.

#### - Order and delivery of products

The products on the site are available in stock and therefore can be ordered by the customer via email or by phone, except for errors related to updating the data that will be promptly communicated to the customer by the staff at the time of sending the request form. information or contact. In the event that the customer does not find the desired product on the site, he can always contact the company Autoricambi Cavalitto S.A.S. by email or by phone to check availability.

The Customer can place orders for the Products visible on the website by email or by telephone. It is understood that the Customer must properly verify the accuracy of the ordered Product, the quantities ordered and the place of shipment of the order. It is the customer's responsibility to check the compatibility of the product or products with his vehicle, before finalizing the order and before mounting the purchased product on his vehicle and the Company will be exempt from any liability deriving from incorrect assembly or use. of an unsuitable Product on a vehicle. The Company will not be liable if the Product does not correspond to the Customer's needs.

In any case, the Company cannot be held responsible for any damage caused by the installation of a Product that was not indicated as compatible with the vehicle for which the Order was intended.

The company Autoricambi Cavalitto S.A.S. has decided not to publish the prices on the OLDLANCIA SPARES.COM website and these will be communicated at the time of the information request. The price will be indicated not including VAT, while the cost of shipping is calculated based on the weight of the product. For shipments outside the national territory, the transport price will be communicated from time to time based on weight and dimensions.

The Company reserves the right not to execute the Order in the event of a risk of non-payment of a transaction. The customer will have the right to choose how to pay for the product in the manner provided: credit card, PayPal, bank transfer, cash on delivery. In case of payment by bank transfer,

the Product / s will be provided to the Customer, and the Services rendered, only after the payment has been collected.

A fiscal document will be issued for each order placed. For the issuance of the invoice, or the tax receipt, the information provided by the Customer at the time of the order will prevail. No changes will be possible after the issuance of the tax document (invoice or receipt). The Seller asks the customer to carefully check the data entered at the time of ordering and registration, because these will be used for accounting records.

The Company will deliver the Products ordered by the Customer to the address indicated on the Order.

The Customer is responsible for the information indicated by him at the time of the Order: in the event of an error in the data of the recipient of the delivery, the Company cannot be held responsible for any impossibility of delivering the Product.

The Products and / or Services are generally delivered and / or performed within 3 to 5 working days following the order. The delivery time may be longer for areas that are difficult to reach.

The order fulfillment times are provided purely as an indication, they do not in any case represent a contractual obligation, and may lengthen depending on the number of requests. No responsibility can be attributed to Autoricambi Cavalitto S.A.S. in case of delay in the order or delivery of the order (Article 1510 of the Italian Civil Code).

The products will be delivered by a carrier who will issue a document of successful delivery in paper or electronic format, called delivery note, signed by the customer and / or by other recipients indicated by the customer at the time of the order. Upon delivery, the customer must necessarily verify in person that the number of packages delivered corresponds to what is indicated in the transport document; that the packaging is intact, not damaged, wet or otherwise altered, even in the closing materials (adhesive tape or metal straps); otherwise MUST indicate in the courier's transport document the clause "I ACCEPT WITH INSPECTION RESERVE" specifying to the courier the anomaly found that will be noted by the same (for example: the package has a dent, wet packaging, hole in the carton, etc. .) otherwise complaints and / or replacements of the goods will not be accepted except for the legal guarantees.

#### - Complaints

If the Products delivered do not conform in kind to the Order, the Customer who has not formulated his reservations on the Delivery Voucher must address his complaint to the Company by e-mail or by telephone within 15 (fifteen) working days from delivery date specifying the order reference and the exact reason for the complaint.

If the defect is actually found by the Company, the Customer's Order will be canceled, the product must be returned and the payments already made by the Customer in relation to the product and collected by the Company will be refunded.

However, if, despite the efforts, the Customer is not satisfied with the solution proposed by the Company, it is possible to contact the European Commission's "Online Dispute Resolution" website at this address: [https://webgate.ec.europa.eu / odr /](https://webgate.ec.europa.eu/odr/).

#### - Right of withdrawal

In accordance with the provisions in force in the EU, if the customer is a non-professional consumer, he has the right to return purchases made online or through other types of distance selling, for example by telephone, email, by correspondence, within 14 days for any reason and without need to provide any explanation. The right of withdrawal does not apply to goods made to measure or personalized and the purchased goods must be intact, unused and in the original packaging.

The cooling-off period expires 14 days after delivery of the product. If the deadline falls on a non-business day, the deadline is extended until the first following business day. To exercise this right, it is necessary to inform the seller by sending a registered letter addressed to Autoricambi Cavalitto S.A.S. via Ceva 45 bis 10144 Turin or a communication via e-mail to [info@lanciaricambi.it](mailto:info@lanciaricambi.it) within 14 Business Days from the date of delivery of the Product and return the goods received within 14 days following notification to the seller. The direct costs of returning the Product to the Company will be fully borne by the consumer Customer.

The refund of the price will be made within 14 days of notification in case of receipt of the goods and after verification by the Company of the integrity and good condition of the Product.

#### -Guarantee

In accordance with the provisions in force in the EU, if the customer is a non-professional consumer, he is entitled to a two-year warranty in the event that the purchased product proves to be defective, different or does not work. In this case the seller is obliged to repair it, replace it or refund it. The warranty starts from the moment of receipt of the product.

#### - Applicable law and competent court

These General Conditions of Sale are governed by Italian law.

Any dispute relating to the application, execution, interpretation of these General Conditions of Sale, and / or in any case relating to them, will be exclusively devolved to the competence:

- the consumer's place of residence, in the event of a dispute with a Consumer Customer, in accordance with Article 63 of the Italian Consumer Code.
- of the Court of Turin, in the event of a dispute with a Professional Client.

The set of these General Conditions of Sale constitutes the entire agreement between the Company and the Customer relating to its object, and replaces and cancels any previous declaration, commitment, oral or written communication, validations, understandings and agreements between the parties relating to provisions to which this Agreement applies or provided for by it.

If any clause of the Agreement is contrary to a provision of applicable law or regulation, said clause will be considered as non-existent, without prejudice to the validity of the other provisions of the Agreement.

Any modification of the Contract will be the subject of a written agreement, concluded by mutual agreement between the parties.

#### -Privacy protection

The personal data to our knowledge will be processed only for contractual, administrative or tax obligations. The same data may also be disclosed to third parties who carry out tasks on our behalf (producers of the goods, couriers, persons in charge of information systems, accounting or tax obligations). The provision of data for the aforementioned purposes is not mandatory, but is aimed at managing our contractual relationship which cannot take place in the event of refusal. The data controller is Autoricambi Cavalitto S.A.S. VAT number 04717670014 with registered office in Italy via Ceva 45 bis 10144 Turin.

#### Contacts

Cavalitto S.A.S.

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