

TERMS AND CONDITIONS OF SALE

Before concluding your purchase, whether online or in shop, we would like to provide you with detailed information on our policies regarding shipping, returns and estimated delivery time in order to ensure clarity and transparency in your path to purchasing from our online e-commerce.

1. GENERAL PROVISIONS: SCOPE OF APPLICATION - EFFECTIVENESS OF THE GENERAL SALES CONDITIONS

These General Sales Conditions replace the previous ones and apply to all contracts regarding Key Automation S.r.l. branded products, concluded by Key Automation S.r.l. (hereinafter: Key Automation, with registered office in San Donà di Piave (VE), via Meucci n. 23, C.F. P.IVA IT03627650264 - R.E.A. VE326953) directly with its private Customers (hereinafter: Customer). These General Terms and Conditions of Sale shall have no effect on third parties, including the final purchasers of the products. Each and every one of the aforesaid contracts relating to Key Automation S.r.l. branded products, entered into by Key Automation directly with the aforesaid private Customers, is therefore governed by these General Sales Terms and Conditions, which are an integral part of the contracts themselves and replace and cancel any contrary clause or special agreement contained in the order or other document from the Customer. The effectiveness of these General Terms and Conditions of Sale shall commence when they become known to the Customer through publication on the corporate website of LEVADA <https://levada.bike/terms-of-sales> or by other suitable means. The information contained in the catalogues, such as descriptions, images, table values and other informative material, is indicative and may be modified by Key Automation at any time.

The Products may be marketed through the website www.levada.bike in Italy and in Europe. For the purposes of these General Sales Terms and Conditions, Customer means any final consumer (understood as a natural person) acting for purposes unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out.

2. ORDERS

All orders are understood to be "subject to availability and list changes". Key Automation reserves the right to accept or reject, in whole or in part, the Customer's orders based on their compliance or otherwise with these general conditions and the availability of the products requested. Key Automation reserves the right to make technical changes to the products in its price lists at any time, without this generating any claim on the part of the Customer.

The Customer has the right to indicate the desired shipping location for sending the goods. Once the order form has been definitively sent and payment has been made, a confirmation page will be displayed to confirm that the order has been sent correctly and a confirmation e-mail will be sent with the order summary. By sending the order form, the Customer accepts that any purchase contract will be governed by these General Terms and Conditions. Therefore, all orders are subject to acceptance by Key Automation, which reserves the right, at its sole discretion, not to process any proposed order in the event that:

- the data provided by the Customer when filling in the order form are incomplete or incorrect;
- the Customer does not qualify as an end-consumer or does not meet the requirements to fulfil the payment terms;
- the Products ordered are not available. To this end, Key Automation shall not be held liable for variations in the availability of certain Products. If only part of the Products ordered are not available and there are no other causes that may legitimise the non-acceptance of the order proposal, Key Automation may carry out the order proposal limited to the Products available.

In the aforementioned cases, Key Automation shall inform the Customer by means of an overlay message or e-mail that the proposed order has not been accepted (in whole or in part), specifying the reasons. In this case, if the Customer has already made the payment, Key Automation shall refund any sums already paid. The purchase contract between the Client and Key Automation shall be concluded only when the Client's order is accepted and shipped by Key Automation. In this case, the Client will receive, at the email address provided, an email from Key Automation with the summary of the order, and from the courier an email containing the code to be used for order tracking. Only once the latter has been received shall the order be deemed to have been shipped.

3. DELIVERY TERMS AND SHIPMENTS

All products are delivered from the Key Automation S.r.l. factory, via Meucci n. 23, 30027 San Donà di Piave (Venice). Shipments and deliveries will be handled throughout the national and European territory through agreed couriers. If a product is in stock, we will endeavor to have it ready in two business days, to which will be added the delivery time provided by the shipper. Any delays not exceeding the tolerances of use shall not entitle the Customer to request termination, even partial, of the contract, to refuse delivery of the products or to request compensation for damages. The obligation to deliver the goods is fulfilled with delivery to the carrier. Key Automation is released from the obligation to deliver the goods in all cases of unforeseeable circumstances or force majeure, strikes, socio-political unrest or the impossibility of supplying raw materials, electronic components or other unavailability of products, erroneous reporting, errors or delays in reporting by the customer in the transmission of the information necessary to execute the order, failure

to comply with the terms of payment by the customer, and in any case when facts occur that prevent the delivery of the goods through no fault of Key Automation.

Goods always travel at the Customer's total risk. Any theft, loss, deterioration, or shortage of goods does not release the Customer from the obligation to pay the price, if the goods have been duly delivered on departure from the Key Automation factory to the carrier. Goods are not covered by an insurance policy, unless expressly requested by the Customer and at its expense and risk.

All our products undergo a careful preparation process and are shipped using **euro pallets**, thus guaranteeing safe and reliable delivery.

The cost of shipping to destinations within the Italian territory will be visible during the order confirmation phase, while, in order to simplify the process of calculating shipping costs for our customers, we apply a fixed rate for deliveries within Europe. This figure is independent of the weight of the products ordered, ensuring uniformity and clarity in transactions. We have adopted this policy in order to simplify financial planning for our customers, avoiding unexpected variations during the payment process. Our priority is to ensure total transparency throughout the online purchasing process.

5. RIGHT OF WITHDRAWAL

Pursuant to Art. 52 et seq. of the Consumer Code, if the customer is a consumer (i.e. a natural person purchasing goods for purposes not related to his or her professional activity), he or she has the right to withdraw from the purchase contract for any reason, without the need to provide explanations and without any penalty, within a peremptory term of 14 (fourteen) calendar days, starting from the date of receipt of the goods. If the deadline falls on a non-working day, the deadline shall be extended until the first working day thereafter. To withdraw from the contract and return the purchased goods, simply notify us by e-mail (info@levada.bike) to initiate the return procedure and then proceed with the shipment of the goods, which must take place within 14 (fourteen) days from the sending of the notice of intent to withdraw.

Our team is at your disposal to assist you at every stage of the return process, ensuring an efficient and timely experience. You can return the item according to the terms indicated in the following paragraphs.

Conditions to which the right of withdrawal is subject

1. The goods must be returned intact, unused, complete with all its parts and in its **original packaging** (including the euro-pallet supplied and any documentation and accessory equipment: manuals, accessory components, etc.). The integrity of the goods is, in fact, an essential condition for exercising the right of withdrawal. Packaging must be carried out 'in a workmanlike manner'. The right of withdrawal shall be totally forfeited for lack of the essential condition of integrity of the goods (packaging and/or its contents), in cases where Levada ascertains:
 - The wear and tear, even partial, of the goods and of any consumable materials;
 - The lack of the original outer packaging and/or inner packaging;
 - The absence of integral elements of the product (accessories, manuals, parts);
 - The damage to the product.
2. Any deficiencies in the packaging or signs of use on the goods (e.g. removal of seals or protections placed by the manufacturer) shall be relevant for the purpose of assessing the decrease in the value of the goods, resulting in a reduction of the amount credited back to the customer;
3. The right applies to the purchased product in its entirety. It is not possible to exercise withdrawal only on part of the purchased product (e.g. accessories, etc.);
4. The discrepancy between the image accompanying the product description sheet and what the customer has received, with regard to accessory elements such as colour, dimensions or other, is not a valid reason for operating the right of withdrawal;
5. Not covered by the right of withdrawal are customised products made to the customer's specifications (plastics, custom-made parts, etc.).

Return shipping and delivery costs

Pursuant to Art. 67 paragraph 3 of the Italian Consumer Code, shipping costs related to the return of the goods shall be borne by the customer. Furthermore, delivery costs to the customer and any other incidental costs highlighted at the time the order was placed shall not be reimbursed. Shipment, until the certificate of receipt in our warehouse, is under the full responsibility of the Customer, who may freely choose the courier to whom to entrust it.

Customers are invited to **insure** the shipment in order to protect the goods from possible accidents during transport and to eliminate financial damage caused by packages lost, stolen or damaged in transit.

In the event of damage to the goods during transport, Levada shall inform the Customer of what has happened (within 5 - five - working days from receipt of the goods in its warehouses), to enable him to make a timely complaint to the carrier of his choice and obtain reimbursement of the value of the goods (if insured). In this case, the product shall be made available to the Customer for its return, at the same time cancelling the request for withdrawal.

Returning the parcel

When returning an order, please pack it "properly", using the original Euro-pallet with which the order was delivered and enclose the order invoice or, failing that, your contact details in plain paper (surname, first name and order number) inside the parcel.

Confirmation by Levada

All returned items (product, original packaging, accessories, instructions, etc.) must be received intact and fit for resale. On arrival at the warehouse, Levada will examine the condition of the product to assess any damage or tampering not resulting from transport. Should the packaging and/or the original packing be damaged, Levada shall deduct a percentage from the refund due, corresponding to the reduction in the value of the goods and as a contribution to restoration costs. Returns shall not be accepted if the returned items have been visibly used or damaged by the Customer, preventing their resale. If the return is refused by Levada, the order shall be sent back to the Customer and no refund shall be made, unless subsequent claims relating to the product or service guarantee have been taken into account.

Refunds

Without prejudice to the provisions of the preceding point, Levada shall refund the customer the amount relating to the purchase of the goods, within 14 (fourteen) days, using the same method of payment with which the sale was made or by bank transfer. In the latter case, it will be the customer's responsibility to promptly provide the bank details on which to obtain the refund (IBAN of the invoice holder). An e-mail confirming the refund will be sent.

6. GUARANTEE / RECOURSE AND DURATION - CASES OF EXCLUSION OF THE GUARANTEE

Key Automation's guarantee runs from the date of manufacture affixed to each Key Automation branded product and is valid for 30 (thirty) months. In any case, this guarantee period is to be considered unrepeatable and firm. Therefore, within 30 (thirty) months from the date of manufacture, the Customer may exercise its right of recourse against Key Automation. Key Automation's warranty - which in any case requires the Customer to produce the product purchase tax document issued by Key Automation - is exclusively limited to the repair or replacement, free of charge, of parts acknowledged by Key Automation as being defective due to a lack of essential material quality or deficient workmanship. The Customer must report apparent defects within 8 (eight) days of receipt, and hidden defects within 8 (eight) days of their discovery, under penalty of forfeiture. Complaints may never give rise to the cancellation or reduction of orders on the part of the Customer, nor to the payment of indemnities and/or compensation of any kind by Key Automation, except in the event of gross negligence or wilful misconduct on the part of the latter. The contested goods must be returned free of charge to the address of Key Automation S.r.l. (30027 San Donà di Piave (VE), via Meucci n. 23). Key Automation's warranty is void if the parts returned as defective have been tampered with or repaired in any way. For equipment whose warranty term has expired, out of warranty Key Automation guarantees the repair of the equipment against charge of the repair costs. In the case of equipment that cannot be fully or partially repaired, Key Automation shall return it in the state in which it is found, or, at the Customer's explicit request, it shall repair it by replacing the parts that cannot be repaired, charging the Customer for the cost of the parts supplied. Key Automation assumes no liability for flaws and defects resulting from unforeseeable circumstances or force majeure, with respect to which the warranty does not apply. Key Automation also accepts no liability in the event of connection, association or interaction of its products with other products not supplied by Key Automation. In fact, Key Automation products must only be used in association with Key Automation products; otherwise, the warranty referred to in this article shall not apply. Furthermore, Key Automation accepts no liability and the warranty shall not apply in the event of failure to comply with the assembly and electrical connection instructions, or with electrical regulations or other specific standards in force at the time of installation, as well as in the event that Key Automation electrical or mechanical accessories and components are installed, used, or connected without complying with the diagrams and types of connections for which they were designed, or if Key Automation products are installed by unqualified personnel without the necessary technical skills and legal requirements for a "workmanlike" installation. Likewise, Key Automation accepts no liability and the warranty does not apply in the event that the products are used or applied for purposes that are not appropriate to their nature, capacity and degree of capacity.

7. TRADEMARK AND DISTINCTIVE SIGNS

The Customer is aware that Key Automation products are the object of know-how and design, constituting the exclusive property of Key Automation S.r.l. It is expressly forbidden for the Customer to violate these rights of Key Automation and in any case to remove, suppress or in any case alter trademarks and other distinctive signs or abbreviations of any kind affixed to the products, as well as to affix new ones of any kind. Unless authorised in writing by Key Automation, any form of reproduction and use of the Key Automation trademark and any other distinctive sign on the products is prohibited.

8. RETENTION OF TITLE

Key Automation reserves ownership of the goods sold until full payment has been made. Therefore, until the price for capital and accessories has been paid in full, the goods delivered, wherever they are and even if they have already been resold by the Customer, shall remain the full and exclusive property of Key Automation.

9. APPLICABLE LAW - PLACE OF JURISDICTION

Contracts concluded on the basis of these General Terms and Conditions of Sale are governed by and shall be interpreted solely and exclusively in accordance with Italian law. All disputes arising in connection with the effectiveness, validity, termination, execution, interpretation of these General Sales Terms and Conditions and of the contracts concluded on the basis hereof shall be subject to Italian jurisdiction and assigned exclusively to the Court of Venice, with the exclusion of any other alternative or competing Courts.

10. MISCELLANEOUS

Key Automation does not recognise, nor does it consider itself bound by, any conditions of sale other than those indicated in the preceding points, unless they have been accepted in writing. All data has been compiled and checked with the utmost care. However, we accept no liability for any errors or omissions.

11. PRIVACY - INFORMATION PURSUANT TO ART. 13 EU REGULATION 2016/679

We use - also through external collaborators - data concerning the Customer for our administrative and accounting purposes. Detailed information, also regarding your right of access and your other rights, can be found at <https://levada.bike/privacy>.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he/she has carefully read and specifically approves the articles of these General Terms and Conditions of Sale.