

GENERAL TERMS AND CONDITIONS OF USE

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1. Preamble

These general terms and conditions of use (hereinafter referred to as the "Terms of Use") govern access to the pages of website <https://www.sammontanaitalia.com> (hereinafter the "Website") and the use of the Website by users (hereinafter "Users" or the "User"). By accessing the Website and using it, the User is deemed to have read, understood and agreed to abide by the following Terms of Use.

This Website is owned by Sammontana Italia S.p.A. (hereinafter "Sammontana Italia" or the "Company"), with registered office at via Tosco Romagnola n. 56, 50053 Empoli (FI), telephone: 0571 7076, Fax: 0571 707447, certified mail: sammontana_italia_spa@legalmail.it.

For any clarification, assistance or to submit any report and/or complaint with regard to these Terms of Use and/or the Website, the user can contact Sammontana Italia by using the contact details indicated above.

Any other general terms and conditions of use applied by Sammontana Italia regarding its relations with Website Users shall be considered in addition to these Terms of Use.

2. Use of the Website

Users may utilize the Website and are authorized to download, view or print its content for their private non-commercial use only, making sure they do not infringe upon any of Sammontana Italia's industrial and intellectual property rights and always in compliance with these Terms of Use.

The use of material contained in this Website for other purposes including, by way of example and not limited to, its distribution, modification, reproduction, transmission or dissemination shall in no case be permitted without Sammontana Italia's prior authorization.

Users may send comments, tips and suggestions through the Website, but Sammontana Italia will not accept any material that has not been expressly requested. In any case, Sammontana Italia reserves the right to freely use, at its discretion and in any form or manner, including for promotional and commercial purposes, any material received through the Website, including unsolicited material, and will nonetheless be under no obligation towards the User who sent that material.

However, Users are prohibited from uploading, distributing or otherwise disseminating through the

Website incorrect, false or third party-related information (in the event that such third parties have not given their consent), material and/or content that is illegal, obscene, defamatory, prejudicial to personal data rights, abusive or otherwise unlawful, and/or material or content that may constitute a crime or incite to commit a crime and/or violate any law or rights of Sammontana Italia and/or third parties, or any material that may in any way harm the image and reputation of Sammontana Italia.

With regard to contests and/or promotional initiatives, Users are invited to refer to the relevant rules and regulations and to other information provided by Sammontana Italia through the Website.

3. Links to third-party websites

These Terms of Use do not apply to the content of any other website that Users may have access to through links or hyperlinks available on the Website, it being understood that such links are provided for the only purpose to allow Users to access more comprehensive information.

Therefore, Sammontana Italia will not be held liable for content of third-party websites in terms of accuracy, safety or reliability and/or for the rules adopted therein, including in relation to confidentiality and processing of the User's personal data, nor for any loss and/or damage incurred by the User as a consequence of having accessed or used such websites or arising from or in connection with any purchase of goods and/or services made through third-party websites.

Users are not authorized to create links or connections to the Website without Sammontana Italia's prior written consent.

4. Warranties

The information and material available on the Website are provided on an "*as is*" and "*as available*" basis without warranties of any kind, whether express or implied. Sammontana Italia does not provide any implied or explicit guarantee that the Website or its content will meet the Users' expectations in terms of continuity of service and/or the absence and/or prompt correction of errors.

It is understood that some products marketed by Sammontana Italia may be presented on the Website through or in combination with images or graphic reproductions that have a purely illustrative purpose.

5. Limitation of Liability

Except as otherwise required by law, Sammontana Italia does not provide any warranty, whether explicit or implicit, with regard to the operation and use of the Website, and reserves the right to discontinue or suspend any service provided through the Website, at any time and without assuming any liability or undertaking in relation to such suspension or discontinuation of services provided through the Website resulting from actions or omissions of Sammontana Italia or third parties.

Furthermore, Sammontana Italia shall not be liable for any loss, damage or prejudice that the User may suffer as a consequence of accessing and/or using and/or downloading any material posted or contained therein, including viruses, malware or other malicious electronic content.

Please note that the User is solely and exclusively responsible for the non-compliant use of the Website, in relation to the provisions of these Terms of Use and to applicable laws, including in respect to content in any way displayed, consulted, duplicated, copied, downloaded, inserted, etc. through the Website. The foregoing limitations of liability do not apply in case of willful misconduct or gross negligence on the part of Sammontana Italia.

Furthermore, Users shall not use the Website to infringe upon the rights of third parties or to engage in unlawful conduct.

6. Industrial and intellectual property rights

Sammontana Italia is the exclusive owner of the Website's content, including, but not limited to, texts, documents, drawings, images, pictures, music, sound, videos, webpage layouts, fonts, designs, graphics, logos, product names, know-how, functions and software, including HTML code and other computer code contained therein.

Some of the afore-mentioned content may be protected by copyright, trademarks, patents, designs and/or other industrial or intellectual property rights recognized under Italian and international legislation.

Under no circumstances may the content on the Website be considered or construed as licensed by Sammontana Italia or as the object of any other right of use by users and/or third parties.

7. Protection of Users' personal data

Within the scope of these Terms of Use, Users' personal data will be processed by Sammontana Italia, in its capacity as Data Controller, in compliance with the provisions of Law Decree n. 196/2003, as subsequently amended and integrated, and of EU Regulation 2016/679, as specified in the [Privacy Policy](#) and the [Cookie Policy](#) available on the Website.

8. Changes to these Terms of Use and/or to the Website

Sammontana Italia encourages Users to periodically review these Terms of Use and other sections of the Website (such as the Privacy Policy and Cookie Policy) to check for any updates and/or changes. Sammontana Italia reserves the right to modify, amend or update, in whole or in part, the content of the Website or these Terms of Use at any time and without prior notice.

Any updates and/or changes to the Website's content and/or to these Terms of Use shall be notified to Users on the homepage when first accessing the site and will be binding from the moment they are published on the Website.

Should any of the provisions of these Terms of Use be deemed void, invalid or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

9. Governing Law

These Terms and Conditions are governed by Italian Law as the Website, as currently configured in terms of layout and content, is designed to be accessed by users located in Italy. Sammontana Italia does not provide any guarantee that its content complies with the regulatory standards in force outside of the territory of Italy.

Dec. 16th, 2024

Sammontana Italia S.p.A.