

Conditions of Sale

Introduction

The offer and sale of products made on the website www.mountainexperience.it are governed by these General Terms and Conditions of Sale (hereinafter only the "General Conditions").

The contract of sale concluded between the Customer and the Seller shall be governed by and interpreted in compliance with the Italian law.

The Customer is required, prior to submitting his or her order, to carefully read these General Conditions. The forwarding of the purchase order implies the full knowledge and express acceptance of these General Conditions as indicated on the Order Form. Finally, the Customer is obliged, upon completion of the online purchase procedure, to print and keep these General Conditions and the relative order form, previously viewed and accepted.

About us

The provider of the services subject to the General Conditions is Mountain eXperience s.n.c. of Gobbi Francesco & Co. with registered office in via Aldo Palareti 37, 47039 Savignano sul Rubicone (FC) – Italy, VAT and Tax Code 03636450409; PEC mountainexperience@cert.postecert.it, registered at the Chamber of Commerce of Forlì-Cesena at n°309444 (herinafter referred to as "Mountain eXperience").

For any information you can contact Mountain eXperience:

- by e-mail at the following address: info@mountainexperience.it
- by phone at the following number: +39 0541 943563
- by fax to the following number: +39 0541 943563
- by mail to the following address:

Mountain eXperience s.n.c.

via A. Palareti, 37

47039 Savignano sul Rubicone (FC) – Italy

Acceptance of the General Conditions

1. The contract between Mountain eXperience and the Customer shall be concluded with the acceptance, including partial acceptance, of the order by Mountain eXperience, which reserves the right to accept the order at its sole discretion.

Acceptance is considered tacit if the Customer is not informed otherwise by any means. By placing an order in the manner provided, the Customer declares to have read all the information provided during the purchase process and fully accepts the General Conditions and payment set forth below.

2. The Customer shall not be entitled to any damages or compensation, or benefit from any contractual or non-contractual liability for direct or indirect damages to

people and/or property caused by non-acceptance of an order, including partial non-acceptance.

3. It is strictly forbidden for the Customer to provide false and/or invented and/or fictitious names, in the online order procedure and any further communications. The Seller reserves the right to prosecute any violation or abuse, and protect the interests of all consumers.

4. By accepting these General Conditions, the Customer shall release the Seller from any liability arising from the issue of incorrect tax documents due to errors in the data supplied at the time of order online, being the Customer himself solely responsible for their proper insertion.

How to Buy

1. The Customer can order products in the electronic catalogue of Mountain eXperience as described in the relevant datasheets. The picture accompanying the product description is merely illustrative of the features, so may differ in colour, size and accessories shown in the picture. All support information for purchase (technical information, buying guide, etc.) are merely intended as general information material, not referable to the real characteristics of a single product and do not constitute in any way technical advice.

2. In order to conclude the purchase of one or more products on the Website, you must fill out an electronic order form following the instructions that will appear on the Website during the different stages of the purchase:

- choice of products to purchase
- registration as a new user of the Website or access as a registered user
- indication of the delivery address, select the type of delivery/shipping
- choice of payment method
- confirmation of the data and send the order

Before placing the order the Customer will be asked to confirm that he/she has read the General Conditions and will be able to find and correct any errors by following the instructions indicated on the Website from time to time.

The languages available for concluding the contract with the Seller are Italian, English, and German.

3. The order will be automatically forwarded to Mountain eXperience in electronic format at the end of the purchasing process. Once you have registered the order form, after verification of the correctness of the data relating to the order and payment, the contract is considered concluded and Mountain eXperience will send to the email address provided by the user a confirmation email containing information relating to the product purchased, detailed indication of the price, of the means of payment used, shipping costs and any additional costs, a reference to the General Conditions with the procedures for the exercise of the right of withdrawal and the

indication of the assistance service. Please keep the e-mail receipt as proof of purchase or store it on a durable support;

4. The order form will be filed in the database of Mountain eXperience in accordance with law. To access the order form the user may consult the section "My Profile" - "My Purchases" of the Website where he/she will find a list of all orders placed.

5. Products sold on the Website can be purchased and delivered exclusively to the countries indicated in the Order Form. Any orders for shipments to be made outside these countries are automatically rejected during the order procedure.

Processing of the Order

1. Orders in relation to which the Customer has opted for the advance payment will be shipped as soon as Mountain eXperience receives full payment of the purchase price and any shipping charges. Mountain eXperience therefore invites the Customer to provide for the payment of the price upon receipt of the order confirmation and in any case within 7 days.

2. The Seller can not process purchase orders that do not give sufficient guarantees of solvency or that are incomplete or incorrect, or in the event of unavailability of products. In such cases, we will inform the Customer, by e-mail, that the agreement has not been finalised and that the Seller has not proceeded with the Purchase Order, specifying the reasons therefor.

3. Where the subject of the order products are not available for reasons beyond Mountain eXperience conduct, the latter shall promptly notify the Customer. In this case, there is no requirement for Mountain eXperience to deliver goods ordered. In any case, if the products ordered are not available Mountain eXperience will make without any delay the reimbursement, in favour of the Customer, of any amounts already paid.

4. The seller undertakes to deliver the goods ordered to the Customer no later than 30 days from the date of the conclusion of the contract. In case the Seller is unable to deliver the product within the time agreed upon, the Customer has the right to terminate the sales contract and to the relative reimbursement.

5. Mountain eXperience reserves the right to refuse orders from a Customer with whom there is an ongoing legal dispute regarding a previous order. This applies equally to all cases where Mountain eXperience considers the customer unsuitable, including, without limitation, the case of previous violations of the terms and conditions of the contract for online purchases on the Website or for any other legitimate reason, especially if the Customer has been involved in fraudulent activity of any kind.

Sales prices

1. Unless otherwise specified in writing, all Product prices and shipping and handling charges shown on the Website and in the Order should be considered inclusive of VAT and expressed in Euro. The validity of prices indicated is always and only that

indicated by the Website at the time of placing the Order over the Internet. Product prices and shipping and handling charges are subject to change without notice.

2. All products are shipped directly from Italy. Product and shipping and delivery prices indicated on the Website and in the Order, unless otherwise specified, shall not include any costs related to customs duties and taxes, not previously calculated, if shipment is made to non-EU countries or to countries where the legislation provides for import charges. In such a case the existence of any additional costs listed above will be clearly mentioned during the insertion and revision stage of the order. These costs are therefore charged to the Customer and must be paid directly upon delivery of the products in accordance with the information specified in the Order Confirmation.

Payment methods

For the payment of products and the related shipping and handling charges, the Customer can choose from the following methods:

- **Credit cards and prepaid cards**

For online orders on the Website www.mountainexperience.it payments are accepted by credit card and pre-paid cards (e.g. American Express) at no additional burden on the cost of the product and shipping. At the moment of the online purchase, together with the Order Confirmation, the Bank of reference will carry out the debit on the credit card indicated.

At no time during the purchase process will Mountain eXperience be aware of the information related to the customer's credit card (e.g., credit card number or expiry date) transmitted via the secure connection by encrypted protocol directly to the Website of the entity that manages the electronic payment (Bank or PayPal). None of the information storage systems of the Seller will retain such information. Under no circumstances will the Seller be held liable for any fraudulent and illegal use of credit cards and debit cards by third parties.

- **PayPal**

If the Customer has a PayPal account, Mountain eXperience offers the possibility to make payments directly using the email and password of their account on www.PayPal.com.

- **Cash on delivery**

The Customer may pay for the order directly to the courier who will deliver the goods, either in cash or through a bank cheque . This option is not available for deliveries outside of Italian territory. Additional cost 3,00 €.

- **Bank transfer**

The Customer may choose to pay the Order quickly and securely by bank transfer; the data to complete the transaction will be communicated to the Customer in the Order Confirmation e-mail.

In this case, the order will be processed only after the due amount has been credited to the account of the Seller.

Shipping

1. The products purchased will be delivered by the express courier identified by the Seller to the shipping address indicated by the Customer in the Order. The packages are usually shipped the next business day after the order. For payments by bank transfer, Mountain eXperience will await the arrival of payment before shipping the goods ordered.

Delivery in Italy is normally done in 24-48 hours. For Calabria, Sicily and Sardinia it normally takes 24 additional hours.

Delivery to European Union countries (excluding Italy) are carried out by courier usually in 3-4 business days.

2. Transportation costs for shipments to Italy are the responsibility of Mountain eXperience for orders over € 49.00; for orders of a lower amount shipping cost amount to € 6.90 regardless of the volume or weight of the package.

For international shipments the cost varies depending on the total weight of the package according to the following table:

States	0-2 kg	2,1-5 kg	5,1-10 kg	10,1-15 kg	15,1-20 kg	20,1-30 kg	30,1-50 kg
Austria	€ 7,00	€ 8,50	€ 9,50	€ 11,00	€ 16,50	€ 18,00	€ 22,00
Belgium	€ 7,00	€ 8,50	€ 9,50	€ 11,00	€ 16,50	€ 18,00	€ 22,00
Bulgaria	€ 11,00	€ 15,00	€ 20,00	€ 25,00	€ 28,00	€ 28,00	€ 28,00
Croatia	€ 11,00	€ 25,00	€ 25,00	€ 28,00	€ 28,00	€ 30,00	€ 30,00
Denmark	€ 8,50	€ 9,50	€ 11,00	€ 15,00	€ 16,00	€ 20,00	€ 24,00
Estonia	€ 11,00	€ 15,00	€ 20,00	€ 25,00	€ 28,00	€ 30,00	€ 30,00
Finland	€ 20,00	€ 24,00	€ 24,00	€ 27,00	€ 30,00	€ 30,00	€ 30,00
France	€ 8,50	€ 9,50	€ 11,00	€ 12,50	€ 14,00	€ 16,50	€ 20,00
Germany	€ 7,00	€ 8,50	€ 9,50	€ 11,00	€ 16,50	€ 18,00	€ 22,00
Ireland	€ 15,00	€ 18,00	€ 20,00	€ 24,00	€ 26,00	€ 28,00	€ 30,00
Latvia	€ 11,00	€ 15,00	€ 20,00	€ 26,00	€ 30,00	€ 30,00	€ 30,00
Lithuania	€ 11,00	€ 15,00	€ 20,00	€ 26,00	€ 30,00	€ 30,00	€ 30,00
Luxembourg	€ 7,00	€ 8,00	€ 8,00	€ 9,50	€ 12,00	€ 15,00	€ 20,00
Netherlands	€ 7,00	€ 8,00	€ 8,00	€ 9,50	€ 12,00	€ 15,00	€ 20,00
Poland	€ 9,50	€ 11,00	€ 14,00	€ 16,00	€ 19,00	€ 24,00	€ 26,00
Portugal	€ 11,00	€ 15,00	€ 20,00	€ 26,00	€ 28,00	€ 28,00	€ 30,00

Czech Republic	€ 9,50	€ 11,00	€ 14,00	€ 16,00	€ 19,00	€ 24,00	€ 26,00
Romania	€ 12,50	€ 15,00	€ 18,00	€ 20,00	€ 25,00	€ 28,00	€ 30,00
Slovakia	€ 14,00	€ 20,00	€ 24,00	€ 26,00	€ 28,00	€ 28,00	€ 30,00
Slovenia	€ 9,50	€ 12,00	€ 13,00	€ 14,00	€ 16,50	€ 22,00	€ 27,00
Spain	€ 9,50	€ 11,00	€ 14,00	€ 16,00	€ 19,00	€ 24,00	€ 26,00
Sweden	€ 11,00	€ 15,00	€ 20,00	€ 26,00	€ 28,00	€ 28,00	€ 30,00
Hungary	€ 9,50	€ 10,00	€ 11,00	€ 15,00	€ 18,00	€ 24,00	€ 26,00

3. Upon receipt of the goods at the destination, the Customer is required to verify the integrity of packages upon delivery by the courier. In the case of anomalies, the Customer should point them out to the courier, have them recorded and reject the delivery. Otherwise the Customer will lose the possibility to assert his/her rights in this regard.

4. As an alternative to delivery at the indicated address, the Customer may collect the products ordered directly from the Mountain eXperience warehouse.

Guarantee

1. The Seller is liable for any defect of the products offered on the Website, including the non-compliance of the items of the ordered products, under the provisions of the Italian law.

2. If the customer has entered into the contract as a consumer (meaning by this definition any natural person who is acting on the Website for purposes unrelated to business or professional activity), this guarantee is valid provided that the conditions mentioned below are fulfilled:

a) the defect must be found within 24 months from the date of delivery of the product;
b) the Customer must present a formal claim for the defect within a maximum period of 2 months from the date on which the defect was found by the Customer, unless this is not in conflict with mandatory rules prevailing in the country of habitual residence of the Customer.

3. In particular, in the event of non-compliance, the Customer who has signed the contract as a Consumer shall have the right to the restoration of the conformity of the product free of charge, by repair or replacement, or will be entitled to obtain an appropriate reduction in the price or a termination of the contract for the disputed goods and the consequent refund of the price.

Right of withdrawal

1. Only if the Customer that enters into the contract is a Consumer (meaning by this definition any natural person who is acting on the Website for purposes unrelated to business or professional activity), shall have the right to terminate the contract with the Seller, without penalty and without giving any reason by notifying the Seller within thirty (30) days, from the day on which the Customer or a third party specified by the

Customer and other than the Carrier acquires physical possession of the goods. The deadline shall be deemed reached if the Customer returns the goods prior to the expiry of the 30 day period.

2. To exercise the right of withdrawal, the Customer has the following options:

- accessing via username and password the 'My Account' section of the Website, selecting "Order History", clicking on the order for which you want to request a withdrawal and selecting the product (or products) corresponding to those he/she wants to return;
- communicating to Mountain eXperience through email, post or phone the intention to exercise the right of withdrawal by referring to the Order number for which they want to exercise this right.

3. After Mountain eXperience has received the request for withdrawal, the Customer will receive by e-mail the confirmation of acceptance of the request with all the information to pack and ship the product correctly.

The costs associated with product returns are the responsibility of the user.

4. Alternatively, Mountain eXperience provides the "Easy Return" service (only for Italy); if the customer chooses this method he/she may easily request the withdrawal of the product at their address, or at an address agreed upon with the courier who has the task of returning it. By choosing this service, the customer agrees to pay a fee of € 7.00 which will be deducted from the refund of the returned product.

5. The right of withdrawal is subject to the following conditions:

- the returned Products must be returned in their entirety and not parts or components of them even in the case of kits;
- in case of products returned after being used or without the original packaging (meaning, with this, the individual packaging of each product), Mountain eXperience reserves the right to retain an amount equal to the decrease in the value of products;
- returned Products must be delivered to the courier within thirty (30) days from the date of the request of withdrawal;
- in the event that the Seller, with the purchase of a package of Products, offers the opportunity to buy them at a lower price than that which would normally be practised when purchasing them individually (e.g. 5 x 4, 3 x 2, etc.), the right of withdrawal may be exercised even with the return of only some of the products purchased: in this case the price will be recalculated, taking as reference the price normally charged for the purchase of each product. In all other cases (e.g. in bundle sales, prize operations etc.) the right of withdrawal may be exercised only with the return of all the products purchased, therefore excluding any partial exclusion.

6. In accordance with Art. 56, paragraph III of the Consumer Code, only after the return of the product or only after verifying that the user has taken steps to send back the goods, Mountain eXperience will proceed as quickly as possible, to refund the customer the amount paid including shipping costs incurred for delivery of products. The refund amount will be credited to the same means of payment used for the purchase, unless otherwise agreed with the user.

7. In accordance with Art. 57, paragraph II of the Consumer Code, the Customer is responsible for any decrease in the value of the goods resulting from the handling of the products other than what is necessary to establish the nature, characteristics and functioning of the goods. In this case, Mountain eXperience reserves the right to ask the user the refund of the decrease in value found.

8. Pursuant to the Art. 59 of the Consumer Code, the right of withdrawal is excluded when the sale is related to tailored or personalised products, or which by their nature cannot be returned or are liable to rapid deterioration or expiry, or sealed goods that are not suited to be returned for reasons of hygiene or connected to health protection and were opened after delivery.

9. We recommend that you keep the receipt for the shipment of your products so that you can keep proof of your shipment in the event of a problem.

Accompanying document of the goods

According to Art. 1, paragraph 1 of the Ministerial Decree dated 21.12.1992 mail order is free from tax documents (receipt, invoice, etc.). The customer gets an accompanying document to the goods containing information relevant to the contract (order number, personal details of the consumer, list of items ordered, information on e-commerce and payment, etc.).

The Customer is requested to keep the accompanying documents as they are important both as proof of purchase in case of complaints and for insurance in case of theft. In case the Customer should lose the documents of the order, he/she may apply to Mountain eXperience via email, fax or phone to request a copy of the document regarding the Order.

Applicable law and competent court

These General Terms and Conditions of Sale are governed by Italian law and will be interpreted according to it, without prejudice to any other mandatory rule of the country of habitual residence of the Customer. Therefore the interpretation, execution and termination of General Terms and Conditions are governed exclusively by Italian law (without prejudice to any other mandatory rule of the country of habitual residence of the Customer) and any disputes relating to and/or arising from same shall be resolved exclusively by the Italian judicial authorities, as better specified hereafter.

In particular, if the Customer is qualified as a Consumer, disputes must be resolved by the Court of the place of domicile or residence of the same under the law. If the

Customer is acting in the exercise of their business, commercial, craft or professional activity, the parties by mutual agreement establish the exclusive competence of the Court of Forlì.

Changes and updates

Mountain eXperience may make changes or amendments to these General Conditions at any time. Therefore, the Customer will be requested only to accept the General Terms and Conditions in force at the time of the purchase. The new General Terms and Conditions shall be effective as of the date of posting on the Website www.mountainexperience.it and in connection with purchase orders submitted after that date.