

# CONTRACT - CONTRACTUAL TERMS AND GENERAL CONDITIONS OF SALE FOR THE SUPPLY OF GOODS AND SERVICES EDILWEB.PRO

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THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF EDILWEB.PRO, INCLUDING, EDILWEB.PRO ® MOBILE AND EDILWEB.PRO ® ON-LINE BILLING. YOUR VIEWING OR USE OF THIS SITE CONSTITUTES YOUR ACCEPTANCE, ON BEHALF OF YOURSELF AND THE ENTITY REPRESENTED (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE CONTRACTOR"), OF ALL TERMS AND CONDITIONS SET FORTH BELOW.

EDILWEB.PRO MAY MODIFY THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT GIVING NOTICE, AND THE SUBSEQUENT VIEWING OR USE OF EDILWEB.PRO AFTER CHANGES HAVE BEEN INTRODUCED CONSTITUTES ACCEPTANCE BY THE CONTRACTOR. THERE MAY BE ADDITIONAL TERMS AND CONDITIONS SET OUT IN EDILWEB.PRO TO GOVERN THE USE OF PARTICULAR FUNCTIONS, UTILITIES, INFORMATION AND APPLICATIONS AVAILABLE THROUGH EDILWEB.PRO.

## Supplier Identification:

The services and products covered by these general conditions are offered for sale by edilweb.pro&partner\$ of Alessandro Marco Mazzone, contracting client and/or intermediary contractor and by its Affiliates, Partners and/or External Collaborators contractors, all parties identifiable as sole signatories, owners and suppliers of the following "online sales contract" for the areas assigned to them by the Franchisor / Franchisor.

Italy – Edilweb.pro&Partner\$ of Alessandro Marco Mazzone, Address: Via Giuseppe Ungaretti 10 Milan.

List (vacant) Affiliates in the following countries:

Spain: street n.....registered with the Chamber of Commerce of .....at n. ....of the Companies Register, Tax Code n.....VAT number.....

Germany: street n.....registered with the Chamber of Commerce of .....at no. ....of the Companies Register, Tax Code n.....VAT number.....

Romania: street n.....registered with the Chamber of Commerce of .....at no. ....of the Companies Register, Tax Code n.....VAT number.....

here in this document hereinafter referred to as “supplier” or “edilweb.pro”

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## **ARTICLE 1 GENERAL PROVISIONS**

**1.1** These general sales provisions (hereinafter only "General Provisions") govern the sale of the products and services advertised and marketed on [www.edilweb.pro](http://www.edilweb.pro) , all contracts for the purchase of products and services concluded through the website and according to the procedures indicated therein, between the seller and the customer, will be governed by these General Conditions.

**1.2** Edilweb.pro will provide the service exclusively for the Customer(s) mentioned in the relevant Purchase Order Confirmation . Edilweb.pro will require the Customer(s) to prove their identity and to comply with its Rules relating to documentation .

**1.3** Purchase orders placed by telephone or at one of our booking centers / Affiliated Virtual Stores may be subject to booking discounts.

**1.4** Orders can be modified according to our policies upon payment of the applicable surcharges plus any difference in price between the amount originally paid and the total amount due for the new reservation available at that time.

## **ARTICLE 2 DEFINITIONS**

**2.1.** The expression "online sales contract" means the sales contract relating to services provided and products sold by the Supplier exclusively or by its franchisor, both through distance communication techniques and without the aid of these, stipulated between the Supplier, the Franchisor and the Contractor as part of a sales system remotely via telematic tools, organized by the Franchisor and the Supplier.

**2.2.** The expression "Contractor" or "Customer" or "Contractor" means the consumer, the natural and/or legal person (company, institution, organization etc...) who makes the purchase, referred to in this contract, for purposes referable both to the commercial or professional activity possibly carried out and to personal, private use not referable to commercial or professional activity.

**2.3** The expressions "Supplier" and " Franchisee " mean the subjects indicated in the list in the epigraph or the subject providing services and products that operates exclusively for the area entrusted to it by the franchisor/franchisor, referred to as partners and external collaborators edilweb.pro. Parties who assume, with the organization of the necessary means and with management at their own risk, the obligation to carry out the works and services in favor of the Contractor, Client, Contractor for a monetary consideration.

**2.4.** The expression "distance communication techniques edilweb.pro " means any means that, without the simultaneous physical presence of the professional and the consumer, can be used for the conclusion of the contract between the said parties.

**2.5.** The expression "service" means the commitment to carry out any service for and/or for account of the Contractor and which does not result in the purchase, supply or production of tangible goods at the same. The supply of any goods instrumental to the provision of the service itself does not modify its nature, for the purposes of this contract.

**2.6** The expression "Franchisor", "Franchisor", "Client", "Contractor", "Customer" "Edilweb.pro" identifies the edilweb.pro&partner\$ of Alessandro Marco Mazzone, a consultancy company registered in Milan, under VAT number IT 13291340969 which in addition to the activity, contractual, informational and operational technical consultancy, reserves the right to carry out small tasks with self-employed work carried out on an occasional and ancillary basis, or occasional performance (other income) pursuant to article § 631 **Bürgerliches Gesetzbuch (BGB)** , introduced **Werkvertrag** , **Dienstvertrag** , **tmimi-job** (Marginal Employment) or subcontract, transfer the same in coworking within its network.

**2.7** "General information of the contracting parties" means personal information such as: Name and Surname including residence, place and date of birth, tax code for natural persons ; company name, registered office, no. registration in the Business Register, paid-up share capital, tax code and VAT number, details of the legal representative for the natural or legal persons of edilweb.pro customers.

**2.8** By "Media edilweb.pro" we mean all means of communication: telephone, written and email; pec, descriptions written in live chat; via priority mail; social networks; available on the site [www.edilweb.pro](http://www.edilweb.pro) designed to transmit technical-descriptive information to our operators, customers, affiliates and external collaborators.

**2.9** The expression "Affiliate" identifies a subject holding a VAT number with particular concessions and discounts territorially established by edilweb.pro contractually protected in franchising by the same, and also called "Franchisee" .

**2.10** The expression "E.W.PRO VIRTUAL CRYPTO PAYOFF IN SMART CONTRACT INDEXED" and/or similar thereof identify: packages and/or individual units of trends, satisfaction indices, approval rating index, contractually self-generated digitally, cryptoconsultations based on millesimal algorithms and percentages, typographically traceable with formulas algebraic and mathematics based on the Nash equilibrium, with the contribution of scalable tripoli nodes covered by industrial secrecy rights, without rights on real estate and land properties, without any rental rights or free loan for use, which service does not represent in any way a financial instrument, an investment or a leasing, not even promises or games, partially and minimally dependent on so-called underlying derivatives, where in conjunction with agreements stipulated privately at the Notary could give the right of access and limited temporary use to the edilweb.pro properties . Entitle to a limited series of consultations. Maybe functionally take affect as subscription that Could gives right to purchase shares awaiting future entry into the listed and OTC markets. It could give pre-emption rights on the purchase of any so-called "Cryptocurrencies" that could be issued by edilweb.pro with discounts. It is an Utility Token based on time fractions to the thousandth.

### **ARTICLE 3 Acceptance of the general sales provisions**

**3.1.** The contract stipulated between edilweb.pro and the Customer must be considered concluded with the acceptance, even if only partial, of the order by edilweb.pro, which reserves the right, at its sole discretion, to accept the order. Acceptance is considered tacit, unless otherwise communicated to the Customer in any way. By placing an order in the various ways provided, the Customer declares to have read all the

information provided during the purchase procedure and to fully accept the general and payment conditions transcribed below.

3.2. If the Customer is a final consumer (i.e. a natural person who purchases the goods and or services for purposes not related to his professional activity), once the online purchase procedure has been completed, he will print or save an electronic copy and, in any case, keep, these general conditions of sale, in compliance with the provisions of the articles from §§ 312b to 312f Bürgerliches Gesetzbuch (BGB) on distance selling.

3.3. The customer can, before shipping the ordered goods and the related payment, cancel the order simply by sending a written communication to the address  
edilweb.pro@outlook.com

## **ARTICLE 4 OBJECT OF THE CONTRACT**

**4.1.** With this contract, respectively, the Supplier and the Franchisor sell and the Contractor purchases remotely via telematic tools the services indicated and offered for sale on the website [www.edilweb.pro](http://www.edilweb.pro) jointly illustrated in the “ELECTRONICALLY GENERATED ONLINE GOODS AND SERVICES” section of this contract.

**4.2 METHOD OF CONCLUSION OF THE CONTRACT:** The contract between the Supplier, the Franchisor and the Contractor is concluded when the Contractor accesses the address [www.edilweb.pro](http://www.edilweb.pro), where, following the procedures indicated, the Contractor will select and agree both for the Good and/or Service of his interest and the financial compensation, in doing so, he will formalize the proposal for the purchase of the latter.

**4.3 CONCLUSION AND EFFECTIVENESS OF THE CONTRACT – ORDER CONFIRMATION**  
The purchase contract is concluded with the prior reading of this contract and the full, mere consent to the purchase expressed, given and accepted, either by , by placing a check mark in the Terms of Service box (Unreserved, unconditional acceptance) or with the subsequent affixing of the electronic signature suitable for payment, always and in any case after viewing a web page, or quote to be delivered by digitally signed certified mail, with a summary of the printable order, in which the details of the orderer and the order, the price of the service purchased, any additional additional charges, the methods and terms of payment, the times for providing the service and the existence of the right of withdrawal as well as the consent to the processing of personal data.

**4.4** When the Supplier/Franchisee receives the order from the Contractor, it will send a confirmation e-mail or display a printable web page confirming and summarizing the order, in which there are also reported the data referred to in the previous point.

**4.5** The contract is not considered effective between the parties in the absence of what is indicated in the previous point .

## **ARTICLE 5. PAYMENT AND REFUND METHODS**

**5.1** Any payment by the Contractor can only be made using one of the methods indicated on the specific web page [www.edilweb.pro](http://www.edilweb.pro), by bank transfer, card with POS, cash, and subject to partial agreements with cryptocurrencies.

**5.2** Any refund to the Contractor will be credited using one of the methods proposed by [edilweb.pro](http://www.edilweb.pro) and chosen by the Contractor , in a timely manner and, in the event of exercise of the right of withdrawal, as governed by this contract, no later than 2 days from the date in which the contractor became aware of the withdrawal. Consultations are exempt from the right of withdrawal.

**5.3** Payment in installments (financing) subject to notarial and bank agreements edilweb.pro can offer you the possibility of paying for your purchases also in convenient installments which you can choose to debit from your bank account. It is also possible, for small amounts, to pay in installments using scalapay.

**5.4** In the event that the total or partial financing of the works depends on a bank loan, a copy of the loan granting notice issued by the chosen credit institution must be delivered to the Contractor and the Supplier at the same time as this contract is signed. Subsequently, but in any case before reaching an amount of works carried out equal to euros : (to be defined in the estimate) the Client is required to send to the parties a copy of the loan contract stipulated with the financing credit institution.

**5.5** A possible preference or limitation may be specified regarding the banking or insurance institution that will provide the guarantee.

#### **5.4 Forms of payment accepted at the edilweb.pro headquarters**

The payment methods in the case of goods collection *at edilweb.pro* are:

- Bank Transfer (Send or present the accountant)
- Home Banking
- Cash or debit card
- Credit cards
- Cashier's check
- Bank Check (only from known customers)
- Cryptocurrencies (after interview, known customers only)
- Gold and valuable movable-immovable assets (subject to appraisal and acceptance)

**5.5** All communications relating to payments take place on a specific line of the Franchisor protected by encryption system. The Franchisor guarantees the storage of this information at an additional level of security encryption and in compliance with the provisions of current data protection regulations personal.

### **ARTICLE 6 TIMES AND METHOD OF EXECUTION**

**6 .1.** The Supplier and the Franchisor will provide the service to the Contractor , with the methods and timing chosen by them or indicated on the website at the time of the offer of the same, as confirmed in the confirmation e-mail .

**6 .2.** The provision of the service will begin within the period indicated on the website at the time of purchase In the event that the Supplier and the Franchisor are unable to provide the service within said deadline timely notice will be given via e-mail to the Contractor , indicating when the Supplier and the Franchisor expect to be able to start the service or the reasons that make the service definitively impossible. If the Contractor does not intend to accept the new term or the service has become impossible, he may request a refund according to the methods and terms referred to in the previous point.

**6 .3.** The contract will have the duration indicated in the offer and will automatically terminate upon expiry of the term or at the conclusion of the service provided , unless the Contractor has notified the Franchisor and the Supplier , in writing, at least 2 (two) days before said expiry , the intention to renew the contract. In this case the contract will have the same duration and will terminate under the same conditions. If the duration is not indicated, either party may withdraw from the contract at any time without obligation to provide reasons, subject to notice to be given, in writing, at least 30 (thirty) days in advance. In this case, the provisions envisaged for the hypothesis of withdrawal referred to in the previous point for returns and refunds apply.

## **ARTICLE 7 AVAILABILITY OF THE SERVICE**

**7.1** The Supplier and the Franchisor ensure the processing and fulfillment of orders without delay via the electronic system used. To this end, it indicates in real time, in its electronic catalogue, where necessary and/or possible, the times and methods of providing the service.

**7.2.** If the request for provision of the service exceeds the actual capabilities/possibilities of the Supplier and the Franchisor, the latter, via e-mail, will inform the Contractor if the service is suspended, has become definitively unavailable, or what the waiting times are to obtain the provision of the service itself, asking if it intends to confirm the order or not.

**7.3.** The Franchisor's computer system confirms registration as soon as possible of the order by sending the user a confirmation by e-mail

**7.4** ownership of the goods sold passes to the buyer only following full payment of the price, edilweb.pro reserves the right to claim the return of the goods - unpaid service even in the event of bankruptcy of the buyer.

## **ART 8 FORM OF THE CONTRACT**

**8.1** The contract is intended to be awarded and accepted in bulk. The overall cost includes supplies of materials, processing, transport, rentals and anything else necessary to complete the work. Therefore, the quantities of the individual processes indicated in the project are not relevant.

**8.2** In any case, both for lump sum contracts and for tailor-made contracts, the prices used are net of safety charges, which are highlighted separately, to the extent indicated in the following art. and in the attached technical-administrative documentation.

## **ART 9 ASSIGNMENT AND SUBCONTRACTING**

**9.1 .** The Premises form an integral part of this agreement. the following is agreed

**9.2 .** The Client entrusts the supplier with the execution of the works described in the technical-administrative documentation agreed remotely via [www. edilweb.pro](http://www.edilweb.pro) and/or attached and specified to "mezzi edilweb.pro "

**9.3** It is the Customer's responsibility to provide the documentation necessary to correctly determine the costs and expenses of the order, even after the order if requested by the Supplier or Contractor

**9.4** The contract is governed, in addition to the contractual agreements executed even with the online order only, by the technical-administrative documentation indicated below, which has been examined and accepted by the Parties.

**9.5** The transfer, even partial, in any form, of the subcontracting contract is prohibited, under penalty of termination of the contract , without prejudice to the approval of the Contractor , who, in the latter case, may in any case declare not to release the Transferor from liability.

**9.6** Pursuant to the provisions of art. §§ 631 Werkvertragsrecht § 613 Satz 1 BGB (*Persönliche Leistungspflicht*)Werkvertrag the Client hereby authorizes the subcontracting of the works and jobs ordered to edilweb.pro

**9.7** The Client will in any case be authorized to directly carry out the controls and checks referred to in the art. Werkvertrag (§§ 631 ss. BGB), troviamo obblighi simili: § 633 BGB – Mängelrechte

**9.8** Subcontracting, where authorized, will remain a mandatory internal relationship between Contractor and Supplier . The Contractor remains partly responsible towards the Client for the regularity of the works, services and supplies. In no case may the subcontract be opposed to the Client as a reason for justification, cause and/or exemption from liability for non-compliance, delays or imperfect realization of the contracted works.

**9.9** It must be specified whether the loan is full or limited.

**9.10** The Parties may also provide for an absolute prohibition on subcontracting, with consequent liability for compensation for damages on the part of the supplier who contravenes this prohibition. The subcontract will be considered, pursuant to and for the purposes of art.§ 313 BGB Wegfall der Geschäftsgrundlage serious breach to the detriment of the Client, who may take action to terminate the contract and obtain compensation for damages.

**9.11** The supplier is required to be included in the subcontracting contract with a clause which explicitly excludes any direct action by the Client against the Contractor .

## **ARTICLE 10 – REFUSAL OF SERVICE AND/OR SALE OF GOOD(S) – SERVICES.**

**10.1** the supplier reserves the right not to conclude a sales contract with a customer to whom edilweb.pro has previously communicated in writing that said customer would no longer be served by the company .

**10.2** the supplier may also refuse to serve a customer if circumstances occur or if edilweb.pro reasonably believes that circumstances may arise that justify the interruption, below are some examples :

**10.3** such action is necessary to comply with the law, regulations or binding orders ;

**10.4** a customer has behaved badly during a previous service, and edilweb.pro has reason to believe that such behavior may be repeated ;

**10.5** the customer has not paid the purchase order price, taxes, duties or expenses ;

**10.6** the customer is indebted to edilweb.pro or its Affiliates for a sum connected to a previous service and/or sale as he has not made, has refused or has charged back the payment of this sum ;

**10.7** the customer has not demonstrated that he is in possession of valid documents,

**10.8** you fail to comply with our health or safety instructions .

**10.9** If, in the reasonable exercise of its discretion, edilweb.pro has refused to provide the service or transfer the good(s) in accordance with the above, edilweb.pro may cancel the remaining and unused part of your Order and you will not have the right to use further services. Edilweb.pro and/or the franchisor is not responsible for any consequential loss or damage resulting from refusal/s in the cases provided above.

## **ARTICLE 11 LIMITATIONS OF LIABILITY**

**11 .1.** The Supplier and the Franchisor do not assume any responsibility for disservices attributable to supervening causes of force majeure, in the event that they are unable to execute the order within the times set out in the contract or if they find themselves in the condition of not being able to provide the service in full. or partly as promised.

**11.2** The Supplier and the Franchisor cannot be held responsible towards the Contractor, except in the case of willful misconduct or gross negligence, for disservices or malfunctions connected to the use of the Internet outside of their control or that of their sub-suppliers.

**11.3** Furthermore, the Supplier and the Franchisor will not be responsible for damages, losses and costs suffered by the Contractor following failure to execute the contract for reasons not attributable to him, the Contractor having the right only to a full refund of the price paid and any additional charges incurred.

**11.4** The Supplier and the Franchisor assume no responsibility for any fraudulent or illicit use that may be made by third parties of credit cards, checks and other means of payment, when paying for the services or products purchased, if it demonstrates that it has adopted all possible precautions based on the best science and experience at the time and on the basis of ordinary diligence.

**11.5** The images accompanying the descriptive sheet of a product or service may not be perfectly representative of its characteristics, and may differ in colour, size, accessory products present in the figure. All information supporting the purchase is to be understood as simple generic information material, not referable to the real characteristics of each individual product. Some of the images on the site are also for advertising, exemplary and illustrative purposes, the images of the operators themselves may not be related to those who will carry out the implementation.

**11.6** You, the user, are solely responsible for the use of the content of your user account for what you post through the edilweb.pro services. You simultaneously grant edilweb.pro a worldwide, irrevocable, perpetual, non-exclusive license, transferable to third parties, without the possibility of requesting compensation (including the right to sub-license to third parties), to: (a) use, copy, publish, transmit, store, store, publicly display or reproduce, or display, scan, reassemble, modify, edit, reframe, translate, disassemble, create derivative works from, and distribute through multiple channels any content you post, (i) Post on or in connection with the edilweb.pro Service or its promotion subject only to your privacy settings or (ii) allow a user to post, including by offering a sharing link on your website and (b) use your name, image and similar for any purpose, including commercial or advertising, each of (a) and (b) on or in connection with the edilweb.pro Service or the promotion thereof. You represent and warrant that you have all rights and permissions to grant the foregoing licenses.

## **ARTICLE 12 ADDITIONAL SERVICES**

**12.1** When, through the site [http://www. Edilweb.pro](http://www.Edilweb.pro) or through any other means of communication where edilweb.pro promotes services of different third parties, such services are carried out by third parties, therefore terms and conditions set by such third parties apply. Edilweb.pro is not responsible for the correct execution of services offered by third parties and in particular is not responsible for delays, cancellations, incorrect information or non-compliance.

## **ITEM 13 GUARANTEES AND ASSISTANCE METHODS**

**13.1** . The Supplier and the Franchisor are liable, outside of the provisions of the previous point 11, only for the interruption, suspension or non-compliance of the service provided with respect to the characteristics illustrated at the time of the proposal on the website [www. edilweb.pro](http://www.edilweb.pro) or in any case of the estimate provided by it.

**13.2** . For the purposes of the provisions of the following articles, the Contractor is required to report the interruption, suspension or lack of conformity to the seller within 15 (fifteen) days from the date on which the event became known to the Contractor. The report is not necessary if the Supplier has recognized the existence of the problem. In any case, the Contractor retains the right to request termination of the contract and to take action for compensation for any damage suffered, provided that he has reported the defect within the legal deadlines.

**13.3** . If the suspension, interruption or non-conformity of the service provided exists, the Contractor may request, alternatively and without charge, under the conditions indicated below, the restoration of the service

purchased or equivalent service provision, a reduction in the purchase price or the termination of the this contract, unless the request is objectively impossible to satisfy or is excessively burdensome for the Supplier and the Franchisor in relation to the value of the service provided.

**13.4 .** The request must be sent in writing, by registered mail with return receipt or by certified email, to the Franchisor, who will indicate his availability to proceed with the request, or the reasons that prevent him from doing so, within 7 working days of receipt. In the same communication, where the Franchisor has accepted the Contractor's request, must indicate the methods and times for restoring the service or activating the equivalent service or the price reduction applied.

**13.5 .** If the restoration or replacement of the service and/or product with another equivalent is impossible or excessively onerous, or the Supplier has not provided for the restoration or replacement of the service with another equivalent within the deadline referred to in the previous point or, finally, the previously carried out replacement has caused significant inconvenience to the Contractor, the latter may request, at his/her choice, an appropriate reduction in the price or, if all the legal conditions exist, the termination of the contract. In this case, the Contractor must send his request to the Supplier, who will indicate his willingness to process it, or the reasons that prevent him from doing so, within 7 working days of receipt.

**13.6 .** In the same communication, where the Supplier has accepted the Contractor's request , it must indicate Within a period of 20 (twenty) days the proposed price reduction or the methods envisaged for reimbursement of the price of the service. In such cases, it will be the Contractor's responsibility to indicate the methods for crediting the sums previously paid to the Supplier.

**13.5** The Contractor and the Supplier guarantee that all the works described in the documents attached to this contract and /or to the estimate will be fully carried out in a workmanlike manner, with the use of quality materials and adequately specialized personnel.

**13.6** The Contractor and the Supplier guarantee what is carried out within the limits and within the deadlines set out in the articles. § 633 BGB – Mängelrechte , § 640 BGB § 634 BGB – Abnahme & Mängelrügepflicht - Mängelrechte bei Werkvertrag

**13. 7** The Contractor is given the right to replace the guarantee referred to in article 5 of this contract with a bank or insurance guarantee in an amount equal to the percentage indicated therein, applied to the total amount of the contract. In this case, the guarantee must be delivered to the Contractor before the start of the works. A copy of this guarantee will be delivered to the Client and will last until the acceptance of the works of this contract and/or the estimate.

## **ART 14 OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR AND CUSTOMER**

**14.1 .** The Contractor undertakes to pay the price of the service purchased in the times and ways indicated by the contract and estimate to communicate to the Supplier and Contractor all the data necessary to make the correct provision of the service possible.

**14.2 .** The Contractor undertakes, once the online purchase procedure has been completed, to take care of the printing and to the conservation of this contract.

**14.3 .** Under no circumstances may the Contractor be held responsible for delays or misunderstandings in payment if you demonstrate that you have made the payment within the times and methods indicated by the Franchisor.

**14.4 .** The information contained in this contract has, moreover, already been viewed and accepted by the Contractor , who acknowledges it, as this step is made mandatory before the confirmation of purchase.

**14.5** The Client is responsible, in addition to the obligations set out in other provisions of this contract: a) the integration, where necessary, of the project annexes, with a degree of refinement such as to allow the Contractor to immediately read the documents and the construction of the work, with particular reference to the type, shape, quality and size of each design element; b) value added tax on procurement fees; c) all technical and administrative practices and related charges/costs, including economic costs and the signing of the documents necessary to obtain permits and authorizations connected to the occupation of public land or condominium area or private third parties, necessary for the installation of the construction site. In relation to this, the Contractor and the affiliate must take care to promptly inform the Client of the need to obtain any/particular authorizations in order to be able to start and/or continue the works.

**14.6** In the event that subjects unrelated to the Contractor's workers operate on the construction site, the latter must coordinate their activities in advance with the Contractor so as not to create an obstacle or prejudice to the Contractor's activity and not to cause situations of danger or damage for the contractor. In any case, persons unrelated to the Contractor's workforce will not be able to use the Contractor's construction site equipment and services unless expressly authorized, and after determining the methods of use, by the Contractor and the Supplier .

**14.7 The Contractor** and the Supplier are solely responsible for , with express indemnity for the Client from any possible claim, question and/or liability also with respect to suppliers or third parties, the obligations and burdens connected to the implementation of the contractually established works, including, by way of example but not limited to, the following:

a) the execution of the works covered by the contract, as specified in the special tender specifications, and the adoption of all necessary technical precautions, including in the preparation of the construction site;

b) unless otherwise contractually agreed, all materials, labour, transport, freight and anything else necessary for the complete execution of the works, including personnel costs and means of work for the necessary tracing and measurements;

c) the preparation of accounting in consultation with the Works Manager

**14.8** If payment, even partial, of the works carried out is not made within the terms established in the contract or estimate , the Contractor is entitled, starting from the expiry of said terms, to the default interest, agreed between the Parties, to the extent equal to rate of 3 %. If the delay in payment exceeds days, the Contractor is given the right to suspend the works, subject to a warning to be communicated to the Client by registered letter with return receipt, providing a notice of at least 15 days.

**14.9** This provision varies depending on whether the contract is lump sum or per measure: in the first case the agreed amount will be fixed and invariable without prejudice to the provisions of the art. 18 ; in the second case, however, the amount will be indicative and may vary depending on the actual quantity of work carried out.

## **ART 15 ASSESSMENTS IN PROGRESS**

**15.1** During construction, inspections and partial tests may be carried out, upon justified request from one of the Parties who will bear the costs, to ascertain the nature and quality of the works carried out.

**15.2 .** If during the course of the works it is ascertained that their execution does not proceed according to the conditions established in the contract and/or estimate , the Works Manager (or the Contractor) may set a suitable deadline within which the Contractor and/or the Supplier they must comply with these conditions; if the deadline has passed unnecessarily, the Client will have the right to declare in writing that the contract is terminated, without prejudice to the right to compensation for damages. In any case, the continuation of the contractual relationship does not prejudice the Client's right to compensation for damages.

## **ART 16 VARIATIONS AND ADDITIONS**

**16.1** The applicability of the art. ,§ 631 BGB – Vertragstypische Pflichten beim Werkvertrag the Client, through the Works Manager (Contractor) , has the right to make changes to the works in the project, ordered in writing, as long as they are contained within the limits of the sixth referred to in the art. § 280 BGB – Schadensersatz wegen Pflichtverletzung and § 823 BGB – Schadensersatzpflicht aus Delikt do not cause significant changes to the nature of the work or to the quantities in the individual categories of work envisaged in the contract/ estimate and provided that the necessary administrative authorizations exist, paying the Contractor compensation for the major works carried out even if the contract price has been established on a lump sum basis.

**16.2 .** The increases or decreases in the amounts of the various works will be ordered exclusively by the Director of Works - Contractor in writing and with adequate advance notice to the supplier and, where necessary, must be integrated by an agreement on the new prices which must also take into account the charges for security.

**16.3** Both documents must be countersigned, for adhesion and acceptance, by the Client.

**16.4** The agreement on the prices relating to the variant works must be based on the labor costs already agreed in the offer as well as on the costs of any materials not included in the contract, comparing them, where possible, to the cost of similar work present in the contract - estimate .

**16.5** The Contractor and the Supplier may not make changes, additions or deletions of any nature or extent to the contracted works without prior written authorization from the Client, pursuant to art.§ 631 (Werkunternehmer)BGB ; § 633 BGB and § 634 BGB . For variations and additions you will be entitled to compensation to be agreed between the Parties in the manner referred to in the previous paragraph

**16.6** Payment for works carried out by way of variations and/or additions will take place with the same methods and terms provided for in the contract and/or estimate for payments for the main works, added to them.

**16.7** In the event that the Supplier and the Contractor are required to carry out work on or with materials supplied directly by the Client, the Parties may provide that the parties are required to guarantee the workmanlike execution of the works carried out by assessing the quality in advance. of the materials supplied in consultation with the Works Director/Client, communicating any disputes in writing".

## **ART 17 OBLIGATIONS OF THE SUPPLIER AND THE FRANCHISER**

**17.1** Without prejudice to what is specifically provided for by the Supplier and by the Franchisor in the previous points, to be understood as expressly referred to here, they undertake to provide the service with the utmost diligence, good faith and correctness.

**17.2** Under no circumstances may the Franchisor and the Supplier suspend the provision of the service or the supply of products if the Contractor's breach is minor.

## **ART 18 RIGHT OF WITHDRAWAL**

**18.1** The Contractor has in any case the right to withdraw from the stipulated contract, without any penalty and without specify the reason, within 14 working days, starting from the day of the conclusion of the contract – acceptance of the estimate . The right of withdrawal ceases if the Contractor has accepted that the Supplier and/or the Contractor begin the provision of the service immediately or, in any case, before 14 days have passed from the conclusion of the contract.

**18.2** In case the professional does not have satisfied the information obligations set out in:BGB – Bürgerliches Gesetzbuch e nella Gesetz über den Widerruf von Haustürgeschäften und ähnlichen Verträgen

(Fernabsatzgesetz / Widerrufsrecht): § 312 BGB – Pflichten des Unternehmers bei Verbraucherverträgen § 355 BGB – Widerrufsrecht . The deadline for exercising the right of withdrawal, where this is foreseen, becomes, respectively, 60 (sixty) and of 90 (ninety) days and starts from the day of conclusion of the contract.

**18.3 .** If the Contractor decides to exercise the right of withdrawal, he must notify the contractor by registered mail with return receipt to the address Giuseppe Ungaretti n 10 Milano 20157 or by e-mail to e-mail edilweb.pro@outlook.com will be valid between the parties on the date of delivery or via certified email to the email address portrayal@pec.it

**18.4** To be entitled to a full refund of the price paid, the Contractor must have stopped using it of the service or product from the very moment in which he expressed his desire to exercise the right of withdrawal and must return any goods instrumental to the service itself, if received, intact and, in any case, in a normal state of conservation.

**18.5** The Contractor cannot exercise this right of withdrawal for contracts for the purchase of supply services online of: newspapers, periodicals and magazines, pop-ups, blog publishing, pop-ups, banners and advertising spaces, weblogs, electronic publications, websites, consultancy, contractually concluded intermediation . As well as services whose price is linked to fluctuations in financial market rates that the professional is not able to control. Furthermore, the right of withdrawal cannot be exercised in relation to services that have already been performed.

**18.6** The Supplier will refund the entire amount paid to the Contractor free of charge by term of 30 (thirty) days from receipt of the notice of withdrawal.

**18.7** With the receipt of the communication with which the Contractor communicates the exercise of the right to withdrawal, the parties to this contract are released from their mutual obligations, without prejudice to the provisions of art previous points of this document.

**18.8** The Client reserves the right to unilaterally withdraw from the contract pursuant to art. 1671 of the Civil Code by written communication sent by registered mail with return receipt, paying the Contractor and/or Supplier , in addition to the compensation for loss of earnings, also the compensation for the work carried out and the expenses incurred up to the moment of withdrawal.

## **ART 19 PRICES**

**19.1** The offer of services proposed and illustrated at the time of purchase, on the website *www.edilweb.pro* , with the relative prices, and these general contract conditions constitute to all intents and purposes an offer to the public in accordance with current law in the state of implementation of the service or where the product is delivered.

**19 . 2** The prices of the services, referred to in the previous point, include VAT and any other taxes tax. Any costs of using the remote communication techniques used for the provision of the service, which are subject to a different and/or higher tariff than those ordinarily charged for the same activities, if not included in the purchase price they are indicated and calculated in the procedure purchase before the order is placed by the Contractor and also contained on the web page of summary of the order placed.

**19.3** The prices indicated for each of the services offered to the public are valid until the date indicated in the catalogue.

**19.4** If the supplier finds himself in the mandatory need to modify the performance conditions of the service or the price after the start of the service itself, must give adequate notice to the Contractor, the who will be able to freely choose whether to continue with the contract under the new conditions or withdraw, without costs additional charges or any penalties. The choice must be communicated in writing within the next 10 years days. In this case, the provisions for refunds and returns apply.

**19.5** All prices on the site are intended as public prices edilweb.pro reserves the right to change prices at any time, without notice .

## **ART 20 CAUSES FOR TERMINATION**

**20.1** The obligations listed in the previous points, assumed by the Contractor, as well as the guarantee of the successful completion of the payment that the Contractor makes with the agreed means and also the exact fulfillment of the obligations assumed by the Supplier or/and the Franchisor, are essential in nature, so that by express agreement the failure to fulfill only one of said obligations, unless determined by fortuitous circumstances or force greater, will result in the legal termination of the contract. BGB (**Bürgerliches Gesetzbuch**)§ 158 BGB – Bedingungen without the need for a judicial ruling.

**20.2** In the event of serious non-compliance by the Contractor and Supplier and in the other cases expressly provided for in this contract, art. § 634 BGB – Rechte des Bestellers bei Mängeln and other provisions of law, the Client may request termination to the detriment of the contract itself, notifying the parties by registered letter with return receipt or (digitally signed certified mail) specifying the reasons and also attaching a specific technical report in the cases of non-compliance due to negligence in the execution of the works.

**20.3** Serious breach by the Contractor means, by way of example but not limited to:

a) the execution of the works in total contrast with normal execution techniques and/or in total non-compliance with the contract, for which an adaptation intervention is not sufficient but rather a total renovation is necessary;

b) the execution of subcontracts without authorization from the Client.

**20.4** In the cases referred to in the preceding points, the Contractor and Supplier will only be entitled to pay for the work already carried out and the materials present on site, without any additional charge, without prejudice to the obligation of the Contractor and supplier to compensate the Client all damages resulting from contractual termination.

## **ART 21 PROTECTION OF CONFIDENTIALITY AND PROCESSING OF CONTRACTOR'S DATA AND PRIVACY**

**21.1** The Supplier and the Group's franchises protect the privacy of their customers and guarantee that the processing of data complies with the provisions of the privacy legislation referred to in: Bundesdatenschutzgesetz (BDSG) Datenschutz-Grundverordnung (Regolamento UE 2016/679) Art 5, Art 6, Art 12-23, Art 32 , Art 33-34 and Art 44-50. BDSG – Bundesdatenschutzgesetz § 1-3 , § 4-6 , § 19-22, § 22-28, § 38-41, § 43-44.

**21.2** The personal and fiscal data acquired directly and/or through third parties by the Supplier and/or by the Afiliante, data controller, are collected and processed in paper, electronic or telematic form, in relation to the processing methods with the aim of recording the order and activate the procedures for the execution of this contract and the related necessary communications, in addition to the fulfillment of any legal obligations, as well as to allow effective management of commercial relationships to the extent necessary to best carry out the requested service BDSG: Art. 15 GDPR – Auskunftsrecht der betroffenen Person (German Law) § 34 BDSG – Auskunftsrecht (Diritto di accesso in BDSG)

**21.3** Your personal data will be used to obtain additional services, facilitate procedures and to make such data available to government agencies in connection with your purchase order. For this purpose, the customer authorizes edilweb.pro to retain and use such data and to transmit them to our offices, government agencies or suppliers of its own services/products and third parties for marketing activities inherent or similar to the service sought .

**21.4** The Supplier and the Franchisor undertake to treat the data and information transmitted by the Contractor with confidentiality and not to reveal them to unauthorized persons, nor to use them for purposes other than those for which they were collected. Such data may only be exhibited upon request of the judicial authority or other authorities authorized by law.

**21.5** Personal data will be communicated, subject to signing a data confidentiality agreement, only to subjects delegated to carry out the activities necessary for the execution of the stipulated contract e communicated exclusively within the scope of this purpose.

**21.6** The Contractor enjoys the rights referred to in the art.Art. 15 GDPR – Auskunftsrecht der betroffenen Person (Deutsch law)§ 34 BDSG – Auskunftsrecht i.e. the right to obtain:

- a ) the updating, rectification or, when interested, integration of the data;
- b ) the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including those whose retention is not necessary in relation to the purposes for which the data were intended collected or subsequently processed;
- c ) the certification that the operations referred to in letters a ) and b ) have been brought to the attention, also insofar as concerns their content, of those to whom the data have been communicated or disseminated, except in the case in which such fulfillment proves impossible or involves a manifestly disproportionate use of means to the protected right. The interested party also has the right to object, in whole or in part:
  - i) for legitimate reasons to the processing of personal data concerning him, even if pertinent to the purpose of collection;
  - ii) to the processing of personal data concerning him for the purpose of sending advertising or sales material directly or for carrying out market research or commercial communication.

**21 . 7** The communication of personal data by the Contractor is a necessary condition for correct and timely execution of this contract. Otherwise, the request cannot be processed of the Contractor himself.

**21 . 8** In any case, the acquired data will be kept for a period of time no longer than that necessary for the purposes for which they were collected or subsequently processed. Their removal will take place however in a safe manner.

**21 . 9** The holders of the collection and processing of personal data are the Supplier and the Franchisor, to whom the Contractor may address any requests at the company headquarters.

**21.10** Anything sent to the email address (including electronic) of the Supplier or Franchisor (requests, suggestions, ideas, information, materials, etc.) will not be considered information or data of a confidential nature, must not violate the rights of others and must contain valid information, not harmful to the rights of others and truthful, in any case no responsibility can be attributed to the Supplier for the content of the messages themselves.

## **ART 22 METHODS OF STORAGE OF THE CONTRACT**

**22.1** Pursuant to elemediengesetz (TMG – Legge sui servizi di media elettronici): art § 7 TMG – Allgemeine Pflichten von Diensteanbietern, § 10 TMG – Haftung für eigene Inhalte , art § 8-9 TMG Informationspflichten the Supplier and the Franchisor inform the Contractor that each order sent is stored in digital/paper form on the server/at the headquarters of the Supplier and the Franchisor itself according to confidentiality and security criteria .

## **ART 23 COMMUNICATIONS AND COMPLAINTS**

**23.1.** Written communications directed to the Supplier and any complaints will be considered valid only if sent to the following address [portrayal@pec.it](mailto:portrayal@pec.it) digitally signed or sent by e-mail to the following address [edilweb.pro@outlook.com](mailto:edilweb.pro@outlook.com) . The Contractor indicates in the registration form his residence or domicile, the telephone number or the e-mail address to which he wishes communications from the Supplier and the

Franchisor to be sent. Unless specifically requested, it is advisable to send a copy of any document, as the documents sent to edilweb.pro will not be stored or returned by the latter.

## **ART 24 ASSIGNMENT**

**24.1** This contract is not transferable except with express, prior written consent . The assignment which occurs without compliance with the provisions of this point will remain ineffective between the parties for all purposes.

## **ART 25 RESPONSIBILITY FOR FINES, DETENTION COSTS, ETC.**

**25.1** If we are required to pay any fine or penalty or incur any expense caused by your failure to comply with the laws, regulations, orders, demands or other requests of the countries concerned or to produce the required documents, you will be obliged, upon our request, to reimburse us for any expenses we will have to pay or disbursements we will incur. Edilweb.pro will have the right to use for such payments or expenses the value of the order that you have not yet used, or any sum of your property that is in our possession.

## **ART 26 SAFETY CHECKS**

**26.1** You must submit to any security checks duly authorized by representatives of government authorities, or arranged by us.

## **ART 27 FRAUD**

**27.1** Payments must be authorized by the cardholder indicated in the order confirmation. We reserve the right to cancel your order without notice if we reasonably suspect that you or the cardholder are involved in any type of fraudulent activity. Such suspicion may be based on the following activities:

**27.2** You are unable to provide the cardholder's contact information upon request so that we can carry out security checks;

**27.3** The cardholder has not authorized the payment and claims that the booking is fraudulent;

**27.4** There has been previous fraudulent activity/refund requests for transactions made by you or the cardholder;

**27.5** The information provided at the time of booking is incorrect/inadequate/inconsistent/linked to fraudulent behavior;

**27.6** There have been several payment attempts by entering inconsistent data.

## **ARTICLE 28 INTERPRETATION**

**28.1** The headings of each Article of these Terms & Conditions of Carriage are for convenience only and should not be used to interpret the text.

**28.2** The possible nullity of individual clauses of the contracts and estimates stipulated between the parties does not entail the nullity of the entire contract.

## **ARTICLE 29 PREVAILING APPLICABLE LAW, CHOICE OF JURISDICTION , DISPUTE RESOLUTION AND SETTLEMENT.**

**29.1** This contract is governed by general principles of law generally recognized in International trade (LEX MERCATORIA) together with the Unidroit Principles of International Commercial Contracts 2010 (except

for Articles 2.1.20, 3.2.7 and 6.2.1 – 6.2.3 ) with the exclusion of domestic laws and domestic legal jurisdiction. The Sale Contract concluded under this Agreement will be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG ) and to the extent that such questions are not covered by CISG, by reference to the rules and principles of law generally recognised in International trade as applicable to international contracts of sale.

**29.2** Any disputes raised in connection with these contractual terms and conditions must always first be undertaken through a procedure to be resolved amicably.

**29.3** All disputes arising from this contract will be referred to an attempt at conciliation at the International Mediation Body .

**29.4** If the Parties intend to appeal to the ordinary judicial authority, the competent court is that of the International Chamber of Commerce Munich ( München ) Germany and resolved according to the Regulations adopted by the same. The language of the arbitration shall be English.

**29.5** Except as otherwise provided by the European Convention, your purchase contract with us, these Terms and Conditions and our Regulations will be governed by and interpreted in accordance with European- International law and any dispute arising out of or in connection with this contract will be subject to the exclusive jurisdiction of the European International Courts . The Arbitrator shall decide in accordance with the terms of this Agreement and its Articles.

**29.6** These Terms & Conditions are applicable to the extent that they do not conflict with any applicable law. In interpreting the provisions of this Agreement, the Arbitrator shall not be bound to apply the substantive law of any jurisdiction but shall be guided by the policies and considerations set forth in the Preamble of this Agreement and the Articles of edilweb.pro&partner\$ of Alessandro Marco Mazzone taking into account inter alia general principles of equity commonly accepted by the legal system of most countries in particular the UNIDROIT Principles as reliable source for International commercial Contract in International Arbitration and Law.

**29.7** If any provision of these Contractual Terms & Conditions is invalid under any applicable law, the other provisions, however, will remain in force to the extent that such provisions remain effective without the provision becoming invalid.

## **ART 30 CONTACTS**

**30.1** Contact with customers will take place via legally certified e-mail address and, as appropriate, with a text message on a mobile phone, and/or via online live chat as established at the time of the order. In relation to order modifications, cancellations or contextually to generic communications, the same details are of reference . Proof of sending the text message/email will be considered proof of receipt.

**30.2** In case the customer has not communicated to the Supplier and the Contractor a valid e-mail address, the customer must check his order by consulting the "My Booking" page on the website [http:// www.edilweb.pro](http://www.edilweb.pro) or by contacting us in the following ways: via email, by telephone or via live chat.

## **ART 31 AUTHENTIC TEXT**

The English text of this contract is the only authentic text.

**FINAL CLAUSE – TERMS OF SERVICE**

This preliminary contract does not abrogate and does not replace any agreement, understanding, negotiation, written or oral, subsequently entered into between the parties and concerning the object of this contract.

A - I DO NOT ACCEPT THE ABOVE CONDITIONS  
( by signing, ticking the box, to be sent by legally recognized post )

B - I ACCEPT THE ABOVE CONDITIONS

(By submitting first payment or signing and sending )

Date and place \_\_\_\_\_

Read, approved, subscribed

Signature of the Client Stamp and Signature of the Firm

\_\_\_\_\_

\_\_\_\_\_