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## **PURCHASE TERMS**

### **1. Terms and Conditions of Reservation - Purchase Save By Booking Italy**

The offer and the purchase of products on our website ("Savebybooking.it- Savebybooking.com") are governed by these Terms and Register of Companies of Milan n. MI-2020392; with share capital of EUR 30,000 (fully paid); C. F. and VAT. 08361770962 Address

### **2. Who we are and what we do**

Save By Booking owns this website and manages its centralized marketing platform (which includes this site, mobile apps and more be managed with sales LOT subsequent to reaching a LOT of purchase equal to a LOT optimal production. As platform providers, w our site, their rights and obligations related to the purchase of sale are subject to the terms agreed with the SELLER-PRODUCER.

Do not ever act as buyers and normally never as VENDITORI- PRODUCERS direct. We provide a platform where internet bookings contract for the purchase of PRODUCTS / SERVICES at the time of 'ACTIVATION OF PURCHASE', will be concluded exclusively b

When the client buys a PRODUCT / SERVICE, will be a contract between the CUSTOMER and the company which in turn provides

The SELLER-PRODUCER will be responsible for the sale and management of any complaint from buyers or any other problem aris MANUFACTURER these Conditions of Purchase to the CUSTOMER.

Also Save By Booking may intervene to facilitate the resolution of any problems that may arise in the later stages.

We are a company that promotes, through its unique software: "Save By Booking", precisely: "save by booking products and service CUSTOMER is the primary goal of our SITE that automatically, by the self-promotion of the offers through a special bonus system fo

looking for a LOT of sale, or a LOT of production cost-effective; a logistics that aims to save unnecessary journeys pursuing all poss

Save By Booking never proposes as commonly happens, a single PURCHASE directly, but always through a process that will turn i been reached, and the offer is still valid, the reservation will be transformed directly into the purchase with immediate withdrawal.

Save By Booking, using this particular process RESERVATION, aiming at optimization of marketing, production, sales and distributi from the fact that the process of production / delivery will result only upon reaching a certain LOT (for more details see note Mission and we as the SELLER AGENT-PRODUCER. The moment you make a RESERVATION, take action and agree that this is governe encourage you to download and store on your computer a copy of this AGREEMENT for future reference. The words in capital letter

### **3. Your rights**

As CUSTOMER (consumer), none of the provisions in this Agreement shall have the effect of limiting or excluding the fundamental

### **4. The process of Reservation and Purchase**

Save By Booking therefore proposes RESERVATIONS PRODUCTS / SERVICES that will become effective PURCHASE (sale for the sales. When you begin the process of RESERVATION, you accept the TERMS OF USE, the PRIVACY POLICY and these CONDITIONS occurs accepting the TERMS OF USE. Proceeding with the transaction Paypal (called by Paypal "Order") the RESERVATION will be before the expiration of the offer, provided that the amount requested by the LOT has been reached. If ACTIVATION OF PURCHASE Whereas DATA DELIVERY remains unchanged as indication in the offer. In case of any purchases back to ACTIVATE PURCHASE for that specific offer, both positively (becoming PURCHASE, that negative decaying, expire at EXPIRY DATE offer, specified on the e-mail relating to your purchase order as a confirmation of the transaction. The email will specify the information to the withdrawal or terms of payment, your right of withdrawal and delivery costs), by Save By Booking on behalf of the SELLER -Producer .; the email ACCEPTANCE TO THE TRANSACTION, until the time of the offer EXPIRATION DATE, and later in the case of violation of this AGRE commercial.

### **5. Rules for Payment**

Save By Booking ensures that at the time of submission of the booking, the customer is enabled to clearly recognize that the order s WITH OBLIGATION TO PAY) oblige to pay by transfer to Save By Booking of the consideration. So by the EXPIRY DATE offer, in the deprivation of the right to the levy.

### **6. Accepted payment methods and restrictions on the delivery**

Methods of payment accepted are PAYPAL and other payment related to your account PAYPAL (such as credit cards and payment the beginning of the reservation of the PRODUCT / SERVICE.

### **7. Identity of the SELLER**

The identity of the seller is known as to the description given in the space adjacent to the PRODUCT / SERVICE offered: name or Union. The VAT and geographical address where the SELLER is established and his telephone number, fax number and electronic

### **8. Information on the PRODUCT / SERVICE**

The description of the PRODUCT / SERVICE shows the main features. The images and colors of the products offered for sale on S SERVICE when they are placed in a OFFER on the SITE Save By Booking by VENDITOREPRODUTTORE.

### **9. Price**

It is identified as Sales price: the final price, valid per unit of product, or a given quantity of the product including VAT and all other ta the fact that such charges may be payable to the CUSTOMER and if the total costs can not be reasonably calculated in advance, w fees and all fees and applicable taxes associated with our website and our services and the payment method required. Users domici procedures for charging fees (including the charge through other payment methods, the use of debt collection companies and consu

### **10. Delivery of products and Address**

When your RESERVATION you will need to indicate the place of delivery of the goods. [delivery@savebybooking.com](mailto:delivery@savebybooking.com). Only upon re change the data for delivery address. Cause change delivery address, shipping costs may vary and in the case will be necessary int process of shipping can be monitored on the same website by accessing the customer's cart.

### **11. Legal Guarantee**

Any such warranties will be provided and activated only by the SELLER-PRODUCER, without any involvement of Save By Booking, by the manufacturer pursuant to Legislative Decree 206/05. To use the warranty, the customer will keep the receipt of confirmation o rules may be illustrated by the seller in the description of the product-service or sent with the shipment of the product.

### **12. Cancellation of Reservation**

If for any reason, after making a RESERVATION a PRODUCT, feel the need to cancel, you will be entitled to access the RESERVATION and delete it, at no cost, provided that you do it before the date of ACTIVATION PURCHASE or transformation in order to BIDDING PURCHASE. You can cancel the reservation in the cart and when we receive the confirmation email you will be sure of your order. If you have trouble deleting a RESERVATION, please do not hesitate to send an email to [refund@savebybooking.com](mailto:refund@savebybooking.com). The cancellation request before EXPIRY DATE is managed and should not be a problem and no money will be put in place.

### **13. Right of withdrawal**

Sales of products via the Internet are governed by articles 45-67 of Legislative Decree 206/2005 (Consumer Code). This legislation expenses incurred. According to Article 64 and subsequent amendments to the Code of consumption, you are entitled to withdraw from the purchase to fill out the form called in the confirmation email. The right of withdrawal does not apply to audiovisual products and computer software unsealed after delivery. The customer is responsible for the diminished value of the goods resulting from the handling other than that of cables, manuals, etc); The withdrawal right is reserved exclusively for consumers (individuals who purchase goods for purposes not

natural persons acting for purposes relating to their professional activity. The costs of returning the product are charged to the customer and are applied in these cases:

- a) for the provision of services if performance has begun, with the consumer's agreement, before the expiry of the period of seven days
- b) for the supply of goods or services whose price is dependent on fluctuations in the financial market that the supplier is not able to control
- c) for the supply of goods made to specifications or clearly personalized or which, by their nature, can not be returned or are liable to damage
- d) for the supply of audio or computer software unsealed by the consumer.
- e) for the supply of newspapers, periodicals and magazines.
- f) for gaming and lotteries

### **14. Obligations in case of withdrawal after activation of purchase**

*(before shipment of the product; before the service is running).*

Dear Customer, to exercise the right of withdrawal, you must inform, to PURCHASE ON, preferably the SELLER-PRODUCER and a withdrawal form. In such cases Save By Booking shall promptly notify the CUSTOMER confirmation of receipt of the request for withdrawal. If you please report your problem to [complain@savebybooking.com](mailto:complain@savebybooking.com) and will not hesitate to assess it in any case.

### **15 Returns: obligations in case of withdrawal after the shipment of the product**

If you want to make your PURCHASE, to speed our control phases would be preferable to inform both the SELLER by both SAVE BY BOOKING. At the same time, The product must be returned to the SELLER-PRODUCER, at the address indicated by the same in the description of the product by mail at [refund@savebybooking.com](mailto:refund@savebybooking.com), indicating the identification number of the PRODUCT, the photo and the identification number of the returned complete with OBJECT + PACKAGE, on pain of forfeiture of the right. If the products are with an identification tag. We ask the SELLER-PRODUCER, withdrawal, has the right to not accept the return of products that are returned without the corresponding tag or that have been altered. SELLER-PRODUCER confirm to Save By Booking that the product is made in the required conditions, the same Save By Booking will deliver the product without undue delay and within 30 days from the day when he was informed of the decision of the Client to terminate the agreement. The SELLER-PRODUCER delivery offered by Save By Booking and also the CUSTOMER will have to bear the direct cost of returning the goods equal to shipping costs unless the CUSTOMER has expressly agreed otherwise and provided that this does not incur any fees as a result of the repayment. Unless Save By Booking goods or until the CUSTOMER has supplied evidence of having sent back the goods, whichever situation occurs first. To exercise the right of withdrawal, and labels, using the original packaging or similar. In case of problems contact Save By Booking in advance. The product must be returned within 30 days of items to be returned must also be sent by SAVE BOOKING, email to [refund@savebybooking.com](mailto:refund@savebybooking.com), indicating the identification number of the product and reimbursement, indicating that the PRODUCTS not meet the original requirements, reserves the right to inspect the products, within 30 days

### **16. Rating and Compliance for Products-Services**

Save By Booking offers you the chance to write your comment (RATING) overall on-SELLER MANUFACTURER on the quality of the product received through communication [refund@savebybooking.com](mailto:refund@savebybooking.com) reporting in the format appropriate if:

- a) the description on the website and in the confirmation email is correct, but you are still dissatisfied with what has been provided since

b) If the description on the website and / or on the confirmation email is incorrect.

In any case we will contact the SELLER-PRODUCER to solve the problem. However, please keep in mind that (as specified in this Agreement), the SELLER-PRODUCER (and NOT SAVE by BOOKING) is solely responsible for the PRODUCTS-SERVICES provided. If the SELLER-PRODUCER not honor the order correctly, then you are entitled to take the necessary legal action against the SELLER-PRODUCER. However, we at Save By Booking, we offer you the possibility, depending on why you're dissatisfied, of our form of compensation.

## **17. Contract: Liabilities**

Keep in mind that the SELLER-PRODUCER and Save By Booking concludes that the sales contract with the CUSTOMER who will purchase the PRODUCTS-SERVICES and therefore solely responsible for the supply of the PRODUCTS-SERVICES. It 'also true that, Save By Booking operates as an agent of the SELLER-PRODUCER and therefore directly involved in the management of all the problems that may arise. In the event that a SELLER-PRODUCER, for any reason you are unable to provide the PRODUCT / SERVICE purchased, you will be entitled, by Save By Booking, refund of all payments received from you, which may include the cost of delivery without undue delay and in any event within fourteen days from the day when we were informed of the decision-PRODUCER SELLER to terminate the agreement (in the manner described above). Except as otherwise provided in this Agreement, and to the extent permitted by law, the RESPONSIBILITY 'Save By Booking will be excluded for PRODUCTS SERVICES-purchased for the quality, safety, usability, or other property related to PRODUCTS-SERVICES. In the event that we were to be in default of its obligations under this Agreement against you, in the limit where this is permitted by applicable law, the only remedy that can bring against us will be an action for breach of contract (ex. for breach of this Agreement) with the express exclusion of other possible actions (including actions for damages in tort). Please keep in mind our RESPONSIBILITY 'is excluded for any loss of revenue, loss of profits, actual or anticipated loss of contract opportunities, loss of ability to cash, loss of anticipated savings, loss of business or business opportunities, loss of goodwill, loss of reputation, loss or corruption of data, damage to data and any indirect or consequential loss.

## **18. Limitations and clarifications**

Reproduction, sale, resale or trade RESERVATIONS is prohibited and any attempt to be any of these activities may result in cancellation of the RESERVATION at our sole discretion. The RESERVATION is available exclusively in its entirety by the customer who has signed and can be effectively used incrementally according to the rules established by Save By Booking for each offer. If there is an error in some description / offer will not fail promptly contact you and ask for a re-confirmation of RESERVATION, while respecting your right to withdraw from your RESERVATION or PURCHASE without any penalty.

## **19. Exclusion of the right of withdrawal and cancellation of the Purchase**

You can not cancel the purchase of products in the following cases: a) goods tailored or personalized or which, by their nature, can not be returned or are liable to deteriorate or expire rapidly; b) software, CD, DVD or other products delivered with seal SIAE, opened by the consumer; c) audio-visual products, newspapers and magazines; d) show tickets; e) services relating to accommodation, transport, catering, leisure, when at the conclusion of the contract the SELLER-PRODUCER agrees to provide these services on a specific date or within a specific period.

## **20. Compensation**

Except as provided in this AGREEMENT (where we are unlimited liability) and except as provided in section Responsibilities of the AGREEMENT (cases for which our liability is always excluded), and always to the maximum extent permitted by law applicable, the maximum amount of compensation payable by Save By Booking to you or any third party shall in no case exceed in total: a) for each purchase, 100% of the price paid for such PURCHASE b) for any other loss, max € 60.

## **21. Ineffectiveness of certain parts of this Agreement**

The limitation of liability under section applies in relation to any RESPONSIBILITY 'resulting from the invalidity or unenforceability of any term of this Agreement.

## **22. Terms and conditions for the SELLER-VENDORS**

MANUFACTURER-PRODUCER will have their own terms and conditions applicable to the supply of the PRODUCTS-SERVICES. You will need to ensure that these terms SELLERS respect to anyone who makes a PURCHASE. The LIABILITY 'in this case is only yours! That said, when SELLERS-PRODUCERS are selected, before putting on sale its PRODUCTS-SERVICES, are carefully evaluated. Any restrictions of a specific SELLER-PRODUCER, applicable to the sale of the related-PRODUCTS SERVICES will be clearly indicated on the website of Save By Booking jointly start bidding. Each SELLER-PRODUCER warrants that all information provided at the time of the presentation of a new offer of SALE are true,

complete and accurate. That every SELLER-PRODUCER-present PRODUCTS SERVICES congruous with its activities and that correspond to their areas of business. Each SELLER-PRODUCER is solely responsible to arranging that the PRODUCTS-SERVICES meet the specific needs of potential CUSTOMERS.

### **23. Indemnification**

You'll be required to make good any loss or cost incurred by us as a result of any application or proceeding instituted or threatened against us by any person resulting from: a) the use by you of the Service or Site b) the use of RESERVATION-PURCHASE your part c) the use of our services or site with your password; or any breach of this Agreement by you. d) What will effect RESERVATIONS-PURCHASES that match your needs. You are solely responsible of ensuring that the PRODUCTS-SERVICES respond to your specific needs. e) You warrant that all information provided at the time of RESERVATION-PURCHASE are true, complete and accurate. By accepting this Agreement, you agree to indemnify Save By Booking as well as employees, managers, agents, and any entity in the group, including their employees from any claim or demand for damages from third parties, which may result from violation of even one of the conditions contained in this Agreement, the obligations of the law or the rights of third parties.

### **24. Protection of Personal Data**

Please consult our PRIVACY POLICY, which is part of this AGREEMENT.

### **25. General Clauses Interpretation**

In this Agreement: words importing persons include individuals, corporations, limited liability companies, individuals and groups of persons; the section headings (e.g. "General Terms" at the beginning of this section) are indicated only for convenience of reference and do not form part of this Agreement or relevant for the purposes of interpretation of the same; and the words "include" and "including" are deemed to mean, respectively, "including without limitation" and "including without limitation". No reports of the company / agency. No part of this AGREEMENT shall be construed to constitute a relationship of joint venture, corporation or agency relationship exists between you and us and neither party shall have the right or authority to contract any liability, debt or cost or enter into contracts or other agreements or on behalf of the other.

### **26. Additional Terms.**

Except as expressly provided in this Agreement, the applicability of any warranty, condition, and any other terms, express or implied, arising by law or other source, is excluded to the fullest extent permitted by law.

Assignment.

You may not assign, delegate or perform other operation dispositive of your rights and obligations under this Agreement. We have the right to assign or otherwise delegate all or any of our rights and obligations under this Agreement to any person.

Unforeseen or uncontrollable circumstances. Disclaim all liability related to any breach of our obligations under this AGREEMENT for the cases in which we are prevented or unable to fulfill our obligations to causes beyond our reasonable control.

Overall agreement. This Agreement (together with our PRIVACY POLICY) contains all the terms agreed between the parties with respect to the object itself and excludes the AGREEMENT, and supersedes any prior agreement or agree with between the parties, both orally and in writing.

No representation, undertaking or promise shall be deemed to arise, explicitly or implicitly, any oral or written statement made by the parties during the negotiations that preceded this Agreement, except as expressly provided in this Agreement. Neither party has provided no remedy in respect of any untrue statement released on the other and on which reliance has place for the conclusion of this Agreement (except in cases where such untrue statement was obtained fraudulently or were related to a key issue for the possibility of a party to enforce this Agreement) and the only remedies available to the parties are those provided in this AGREEMENT for cases of breach of contract clauses.

No waiver. No waiver by us to take action against any breach by you under this AGREEMENT will be effective or may be construed as a waiver by us to take action against any breach future, which is of similar or different nature. Any delay or other form of tolerance or concession from us to you will not have the effect of or get rid from your RESPONSIBILITY', nor will this affect other way your RESPONSIBILITY' under this AGREEMENT.

Communications. Except as otherwise provided in this Agreement, notices to be made to the other party will be in writing and

delivered by hand, by e-mail, as well as (in cases where you send communications established for the purposes of legal and / or judicial) sent by fax or mail prepaid and by registered mail when specifically requested, to you at the address you have provided to us or to our head office.

No rights of third parties. All parts of this Agreement shall apply equally and have the benefit of Save By Booking and third party content providers and licensees and each shall have the right to exercise and do respect those parties directly or in the name and for its own account (except that this Agreement may be amended or terminated without the consent of such third party). Notwithstanding the above, no part of this Agreement may be enforced differently from a person who is not a party in the agreement.

Survival. The parties to this Agreement, together with the parties that, by express provision, retain their effectiveness after the expiration or termination of this AGREEMENT, or which by their nature or of the context in which they appear is possible that retain their effectiveness in Following this resolution, will remain in effect after termination of the AGREEMENT. In case you use the site again or service, the provisions of the terms and conditions then applicable will apply to your new use of the site or service. In the event that uses RESERVATIONS, PURCHASES under this Agreement, the parties to this AGREEMENT applicable will remain in effect after termination of this

AGREEMENT.

Conservation. Should any part of this Agreement be deemed illegal, invalid or unenforceable, that part shall be deemed separate from the agreement and the remaining provisions of this AGREEMENT will retain their validity and applicability to the maximum extent possible.

Applicable law. This Agreement (and any non-contractual relationships between you and us) will be governed by and interpreted according to Italian law and both parties recognize, by means of this AGREEMENT, the exclusive jurisdiction of the competent court for the place where he is your residence or your usual domicile, subject to your right to take legal action against Save By Booking before the competent court for the place where the headquarters of Save By Booking.

## 27. DEFINITIONS

In this Agreement, we use different terms defined. Li recognize it in capital letters: For "ACCEPTANCE TO TRANSACTION" means to consent to PayPal that under certain conditions can be transformed into ORDER WITH OBLIGATION TO PAY.

Your RESERVATION will be completed only after providing the data for the payment to Paypal and express your ACCEPTANCE TO THE TRANSACTION. This ACCEPTANCE TO TRANSACTION provides your consent that if ACTIVATION OF PURCHASE, this can be transformed into ORDER WITH OBLIGATION TO PAY with withdrawal of the consideration. It remains the right of Save By Booking to refuse, delete or accept your ACCEPTANCE TO THE TRANSACTION, until the time of the offer EXPIRATION DATE, and later in the case of violation of this AGREEMENT.

AGREEMENT means: the document (together with our PRIVACY POLICY, to the Terms and Conditions, the Conditions of Purchase and Sale Conditions) contains all the terms agreed between the parties with respect to the object itself and excludes the AGREEMENT and supersedes any prior understandings or agreements between the parties, both orally and in writing. No part of this AGREEMENT shall be construed to constitute a relationship of joint venture, corporation or agency relationship exists between you and us and neither party shall have the right or authority to contract any RESPONSIBILITY ', debt or cost or enter into contracts or other agreements or on behalf of the other. Except as expressly provided in this Agreement, the applicability of any warranty, condition, and any other terms, express or implied, arising by law, common law or other source, is excluded to the fullest extent permitted by law. We disclaim all LIABILITY 'related to any violation of our obligations under this AGREEMENT for the cases in which we are prevented or unable to fulfill our obligations to causes beyond our reasonable control. Should any part of this Agreement be deemed illegal, invalid or unenforceable, that part shall be deemed separate from the agreement and the remaining parts of the AGREEMENT will retain their validity and applicability to the maximum extent possible. This Agreement (and any non-contractual relationships between you and us) will be governed by and interpreted according to Italian law.

PURCHASE means a PRODUCT / SERVICE for which it was paid the fee corresponding to its price to Save By Booking which will be provided by the SELLER-PRODUCER the delivery date agreed. A PURCHASE becomes such only from the time corresponding to the relative TRANSFER ACTIVATION OF PURCHASE with the consideration to Save By Booking predetermined amount being expressed with RESERVATION ACCEPTANCE TO TRANSACTION.

ON PURCHASE means the time when the RESERVATION CUSTOMER PURCHASE becomes real thanks to the achievement of the minimum quantity equal to the LOT within the limits of EXPIRATION DATE. At that moment there is a move of the consideration to Save By Booking (predetermined amount being RESERVATION).

ORDER WITH OBLIGATION TO PAY means making the CUSTOMER aware that the ACCEPT THE TRANSACTION provides your consent so if ACTIVATION OF PURCHASE, this can be transformed into an ORDER BY OBLIGATION TO PAY with

actual withdrawal of the consideration.

**CUSTOMER** (Consumer - user) means any natural person interested in using the site for research and possibly to make **RESERVATIONS / PURCHASE** of **SERVICES / PRODUCTS** on the **SITE**.

For legal purposes "**CUSTOMER**" means the natural person who is acting for purposes unrelated to business or professional activity.

**DELIVERY DATE** means the date that is indicated in the offer from the time of **RESERVATION** and the date by which the Client will receive the **PRODUCT / SERVICE**. Contrary to what is usually done at the sites of e-commerce; **DELIVERY DATE NOT** always follows the prescribed time limits (within 30 days), but subsequent to the peculiarities of Save By Booking, which aims at training a **BATCH** production to ensure the removal of a whole range of costs, must, in most cases, consider the time required to produce the **PRODUCT** and then waiting a reasonably longer. For "**EXPIRATION DATE**" of the offer, this is the date of expiry of the opportunity to join the **RESERVATION PRODUCT / SERVICE** and therefore also the possibility of **PURCHASE**. The **EXPIRY DATE** is important because: in the event the unit quantities booked at or above the required **LOT** of sale, you will have **ACTIVATION OF PURCHASE**, or otherwise the withdrawal of the offer as it does not reach the minimum amount necessary to form the **LOT**.

**LOT** means a quantity of **PRODUCTS / SERVICES** equal to a **LOT** optimal production; act to ensure an economy of scale.

**OFFER** means any **PRODUCT / SERVICE** inserted on the **SITE** Save By Booking. For every **OFFER** must appear in the description of the **PRODUCT / SERVICE** the following information and characteristics of the **PRODUCT / SERVICE** same from the moment they are inserted on the **SITE** Save By Booking by **SELLER**: The legal name or by type of product; Main characteristics (composition, weight, size, and other characteristics related to the asset that define the value etc) Details of any materials used and the methods where these are crucial to the quality or characteristics of the product; Provenance

The possible presence of materials or substances that may be harmful to humans, property or the environment; The instructions, any precautions and intended use, where useful for the purposes of use and safety of the product.

**PAYPAL** is the means of payment used.

**RESERVATION** means the act of recording on Save By Booking its demand and willingness to buy a **PRODUCT-SERVICE**, with express **ACCEPTANCE TO THE TRANSACTION**, authorizing payment only at the time when the offer, having reached by that time, the required number of accessions will become effective **PURCHASE**. For "**PRODUCT**" means all **PRODUCTS** (compounds **OBJECT + BOX**) that are presented and offered by a particular **SELLER-PRODUCER** through **SITE** Save By Booking (or by other means of communication, electronic or otherwise, used by Save By Booking) acts to **RESERVATION** and usable only if and after **ACTIVATION OF PURCHASE**. During recess the **PRODUCTS** must be returned complete with **OBJECT + PACKAGE**, on pain of forfeiture of the right. For legal purposes you intend **PRODUCT** all movables even if incorporated into another movable or immovable.

**MANUFACTURER** means the manufacturer of the product in the Community European Union and any other person presenting himself as the manufacturer by affixing to the product his name, trade mark or other distinctive mark, or the person who reconditions the product; the representative of the manufacturer, if he is not established in the Community or, if there is no representative established in the Community, the importer of the product; other professionals in the supply chain, to the extent that their activities may affect the safety features of the products.

**MAXIMUM QUANTITY ORDERED** means the maximum total number ordered for that particular **PRODUCT-SERVICE** and its achievement no other **RESERVATION-PURCHASE** can be registered for the **PRODUCT-SERVICE**.

**LIABILITY** means liability arising from any source (including breach of contract, tort tort, misrepresentation or any other source of responsibility) on, arising out of or related to this Agreement (including any liability expressly provided this **AGREEMENT** or resulting from the invalidity or unenforceability of any part of this Agreement)

For purposes of this definition, all references to "**AGREEMENT**" means include any side agreement.

**SERVICES** means all **SERVICES** that are presented and offered by a particular **SELLER-PRODUCER** through **SITE** Save By Booking (or by other means of communication, electronic or otherwise, used by Save By Booking) designed to **RESERVATIONS** and usable only if and after **ACTIVATION OF PURCHASE**.

**SITE** means sites, mobile applications, electronic services, electronic communications, social network or any site specifically related to a person, a business partner, a partner, a city or other area that references or contains a link to these terms and **CONDITIONS OF USE** **CONDITIONS OF PURCHASE**.



SELLER (Businesses - Merchant - Providers of services) means one who does business e-commerce PRODUCTS / SERVICES for which it may incur an, available exclusively to its end users are "CUSTOMER" consumers finals. A SELLER is neither one of the sellers of Save or Save By By Booking Booking. For legal purposes is the person or entity acting in the course of their business or profession, or an intermediary; any professional in the marketing chain, whose activity does not affect the safety of the products.

## 28. Customer Care

Contact Customer Service directly SITE interests you through the links below: Tel: +39 02 56567231 You can request any information through our services: contact Customer Service. For more assistance, access the Customer Service via the Contact link / Contact this homepage SITE or send an email. Your RESERVATION / ORDER will be filed in our database for the period of time required to process your order and as provided by law. You can access your reservations and your purchases through this cart once logged in with your account. The language available to conclude the contract with the SELLER-PRODUCER is Italian. If the products have been damaged or are no longer available will be care-SELLER MANUFACTURER inform you promptly and in any event within seven (7) days from the day following the date of delivery, the unavailability of the products ordered. In this case, Save By Booking will refund what you paid. The General Purchasing Conditions are governed by Italian law and in particular by Legislative Decree No 6 September 2005. 206 on consumption, with specific reference to the legislation on distance contracts and by Legislative Decree No 9 April 2003. 70 on certain aspects of electronic commerce. The General Conditions of Purchase are amended from time to time in consideration of possible regulatory changes. The new General Purchasing Conditions will be effective from the date of publication of Savebybooking.it

## 29. Communications pro-forma

Attached to CONDITIONS OF PURCHASE TO: [HTTP://eur-lex.europa.eu/LexUriServ/LexUriServ.do](http://eur-lex.europa.eu/LexUriServ/LexUriServ.do)

Dear customer, as a customization WITHDRAWAL mode and RETURN PRODUCT/SERVICE (to follow) will be made, according to the PRODUCTS / SERVICES offered by the SELLER, please take note of them attached to each PRODUCT/SERVICE.

### ANNEX I

Information concerning the exercise of the right of withdrawal

#### A. Model instructions on withdrawal

##### Right of withdrawal

Dear Customer, You have the right to cancel the contract, without giving any reason within 14 days. The withdrawal period will expire after 14 days from the day that you or a third party, other than the carrier and indicated by you acquires, physical possession of the goods. In the case of service contracts, the day of conclusion of the contract. To exercise the right of withdrawal, you must inform both the Seller and Save By Booking:

Seller..... ,

address .....

email .....

and phone number (if available fax) .....

with copy to Save By Booking SRL - Corso Buenos Aires 60-20124 Milan to the email: "refund@savebybooking.com" Tel: +39 02 56567231 of your decision to terminate this contract by an unequivocal statement (e.g. a letter sent by mail, fax or email). To this end may use the attached the model withdrawal form, even if it's not mandatory. It can also fill out and electronically submit the model withdrawal form (the B. Model withdrawal form) or any other unequivocal statement to the email address refund@savebybooking.com.

To send without any delay an acknowledgment of receipt of the withdrawal on a durable medium (e.g. by e-mail from "refund@savebybooking.com.") to meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

Effects of withdrawal If you withdraw from this contract, we shall reimburse all payments received in our favor, including the cost of delivery (except for the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event no later than 14 days from the day we are informed about your decision to withdraw from this contract.

These refunds will be made using the same means payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any case, you will not incur any fees as a result of such reimbursement. The redemption may be suspended until receipt of the goods or until the system demonstration by the consumer of having sent back the goods, whichever is earlier.

Information concerning the exercise of the right of return

If you have received the goods under the contract: you shall send back the goods or hand them over to us (Seller):

name .....

address .....

phone number .....

or person authorized by you to receive the goods:

name .....

geographical address .....

phone number .....

without undue delay and in any case within 14 days from the day we announced the its withdrawal from this contract. The deadline is met if you send back the goods before the expiration of the period of 14 days. The direct cost of returning the goods will have to bear. The direct cost of returning the goods will have to bear. The cost is estimated to be equal to a maximum of about £ ..... You are only responsible for the diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. Anyway to speed our control phases would be preferable to also inform the SELLER and SAVE by BOOKING, by mail, of your desire to make filling out the return form type attachment.

ANNEX 2

B. Model withdrawal form (complete and return this form only if you wish to withdraw from the contract)

Send it to

Save By Booking SRL

Corso Buenos Aires 60-20124 Milan

email: "refund@savebybooking.com"

Tel: +39 02 56567231

with a copy to the SELLER:

name .....

address .....

email address .....

phone number .....

fax (if available) .....

I (.....) hereby give notice withdraw from my (.....) contract of sale of the following goods / services  
(.....) Ordered (.....) Name / consumer (.....) address / consumer (.....) Signature /  
consumer of ..... (only if this form is notified on paper) Date C. Return Form form (complete and return this form only if  
you want to make the product) Recipient name ..... the address ..... to the email address ..... phone  
number ..... fax ..... with copy to

Save By Booking SRL

Corso Buenos Aires 60 - 20124 Milan

email: refund@savebybooking.com

Tel: +39 02 56567231

I(.....) hereby give notice withdraw from my (.....) contract of sale of the following goods / services  
(..... ) Product / Service n. ((Preferable) ..... ) Copy of proof of shipment of the return .....(preferable)

We carry out and made with no shipping. (Preferable) ..... Ordered (.....) and received (.....) Name  
/ consumer (..... ..) address / consumer (.....) Signature / consumer of ..... (only if this form is  
notified on paper) Date .....

