

# Terms and Conditions

Terms and Conditions of [www.pastazaccagni.it](http://www.pastazaccagni.it) Pastificio Miglianico srl

These Terms rules

- the use of this Website, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Website is provided by:

**Pastificio Miglianico s.r.l.**

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pec: [pastificio.miglianico@pec.it](mailto:pastificio.miglianico@pec.it)

[www.pastazaccagni.it](http://www.pastazaccagni.it)

P.IVA:02456070693

Owner contact email [sales@pastazaccagni.it](mailto:sales@pastazaccagni.it)

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- The right of withdrawal only applies to European Consumers.

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## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Website. Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Website, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;

### Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Website.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

### Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By using the tools provided for account termination on this Website.
- By directly contacting the Owner at the contact details provided in this document.

### **Account suspension and deletion**

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

### **Content on this Website**

Unless where otherwise specified or clearly recognizable, all content available on this Website is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on this Website - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download, copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Access to external resources**

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **Acceptable use**

This Website and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Website and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Website or the Service, terminating contracts, reporting any misconduct performed through this Website or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## **TERMS AND CONDITIONS OF SALE**

### **Paid Products**

Some of the Products provided on this Website, as part of the Service, are provided on the basis of payment. The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Website.

### **Product description**

Prices, descriptions or availability of Products are outlined in the respective sections of this Website and are subject to change without notice.

While Products on this Website are presented with the greatest accuracy technically possible, representation on this Website through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

### **Purchasing process**

Any steps needed from Product choice to order submission, form part of the purchasing process.

The purchasing process includes these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Within the purchase selection, Users may review their purchase selection, modify, remove or add items and, where provided for, give specific instructions (for instance, "send it with a gift receipt").
- Users will use the checkout button to be redirected to the checkout view.
- Within the checkout view, Users are required, through consecutive steps, to specify their contact details, billing and shipping address, and a shipping and payment method of their choice.
- Within the checkout view, Users may log in, if already in possession of an account. Users will be required, through consecutive steps, to confirm the registered billing and shipping address and specify shipping and payment methods of their choice. Users not already in possession of an account may create one during the purchasing process. The accounts are created via [WooCommerce](#) and they also allow the Users to access the status of the current purchase and their purchase history. The User may read the privacy policy of Shopify and this Website to learn more about the data processing and User rights regarding their data.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, and add a gift card, referral code or discount code (Coupon) or altogether abort the purchasing process with no consequence.
- After providing all the required information, Users must carefully review the order and, subsequently, confirm and submit it by using the relevant button or mechanism on this Website, hereby accepting these Terms and committing to pay the agreed-upon price.

### **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Website are displayed:

- including all applicable fees, taxes and costs;
- not including delivery costs to the extent adequately indicated.

## Shipping and returns

### ITALY

Shipping is FREE throughout the national territory with a minimum order of 50 euros, the contribution for shipping under this threshold is only 4,90 euros for the whole national territory with the exception of Calabria, Sicily, Sardinia and smaller islands, in these cases the contribution is 12 Euros.

Your order will be delivered within 5 working days from reception.

We recommend that you give us a shipping address where it is possible to find someone during working hours, as the courier will ask you for a signature as a receipt. You can choose the address of your home, but also of your workplace, of a neighbor, friend or relative. It is essential that someone is present at the address indicated at the time of delivery, in order to avoid delivery delays and stocks at the shipper's warehouse.

During the CHECKOUT phase, in order to facilitate the delivery operations, please check that the data such as address (complete with street number) and telephone numbers are correct.

We also invite you to always communicate with a mobile telephone number, in this way we will be able to communicate any information relating to the order or problems on shipping more easily.

### FOREIGN COUNTRIES

You can place an order if you live in one of the following foreign countries:

- Area 1: Austria, Belgium, France, Germany, Luxemburg, Netherlands, Monaco
- Area 2: Croatia, Denmark, Finland, Greece, Portugal, Spain, Ireland, Sweden
- Area 3: Bulgaria, Estonia, Latvia, Lithuania, Poland, Czech Republic, Hungary, Poland, Romania, Slovakia

Shipping costs will be calculated before you place the order and they vary according to your shipping Area:

- Area 1: from € 21\*
- Area 2: from € 22\*
- Area 3: from € 26\*

\*and with a proportional increase in relation to the quantity of product.

The order will be delivered in about 7 days from receipt.

Please make sure there is always someone at the shipping address you provide us. You can choose the address of your home, your office or one of your friends. At CHECKOUT, to facilitate delivery, please check that data such as address (full number) and phone numbers are correct.

## Methods of payment

Information related to accepted payment methods are made available during the purchasing process.

The Owner accepts following methods of payment:

- **CREDIT CARD.** We accept the most common credit cards, including prepaid and rechargeable, which are part of the circuits: Visa, Mastercard e Maestro. The Owner reserves the right to request additional information from the customer such as fixed telephone number or copy of documents proving the ownership of the card used. In the absence of the required documentation, the Owner reserves the right not to accept the order;
- **PAYPAL.** PayPal is an online payment system that involves opening an account at PayPal. Concluding a purchase with this type of payment will appear a PayPal site page where you enter the personal email address and password of your PayPal account, or access the procedure for creating a new one. After registration, payments can be made via PayPal without having to re-enter the data, even for subsequent purchases. Choosing to pay with PayPal will be charged directly to your credit card (Visa, Visa Electron, Mastercard) or Prepaid (PostePay). PayPal protects buyer information. Each transaction executed with this method will send a confirmation by email from PayPal. The amount of the order is charged to the PayPal account at the time of order acquisition. If canceled, the amount will be refunded to the customer's PayPal account. Payments are only accepted by registered users on the Italian PayPal site;
- **CASH ON DELIVERY.** By choosing this method, payment is made to the Courier upon delivery of the purchased goods. Payment must be made with banknotes or coins directly to the courier. Only exact sums are accepted, corresponding to the amount of the order; no change will be returned. Bank checks are not accepted.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website. All payments are independently processed through third-party services. Therefore, this Website does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## Authorization for future PayPal payment

If Users authorize the PayPal feature which allows future purchases, this Website, subject to acceptance by the User, will store an identification code linked to the Users' PayPal account. This will authorize this Website to automatically process payments for future purchases or recurring instalments of past purchases.

This authorization can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

## Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

## Delivery

Deliveries are made to the address indicated by the User and in the manner specified in the order summary. Upon delivery, Users must verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. Users may refuse to accept the parcel if visibly damaged.

The goods are delivered to the following countries or territories: Austria, Belgium, Bulgaria, Czech Republic, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Monaco, Netherlands, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Hungary, Vatican City.

Delivery times are specified on this Website or during the purchasing process.

Unless otherwise specified on this Website or agreed with Users, Products shall be delivered within thirty (30) days from purchase.

### **Failed delivery**

The Owner cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by the User, nor for any damages or delays after handover to the carrier if the latter is arranged by the User.

If the goods are not received or collected at the time or within the deadline specified, the goods will be returned to the Owner, who will contact the User to schedule a second delivery attempt or to agree on the future course of action.

Unless otherwise agreed, any delivery attempt starting from the second shall be at the User's expense.

### **Special Purchase Conditions**

The minimum purchase unit in the online shop is 10 bags of 500 g. For quantities of less than 10 bags of 500 g of Pasta ZACCAGNI it will be necessary to send a message to sales@pastazaccagni.it indicating the place of interest: you will receive a communication with the most up-to-date information on the closest points of sale supplied.

### **User rights**

#### **Right of withdrawal**

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

#### **Who the right of withdrawal applies to**

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory cancellation right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case as specified below, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

#### **Exercising the right of withdrawal**

To exercise their right of withdrawal, Users must send to the Owner, by sending an email to: [info@pastazaccagni.it](mailto:info@pastazaccagni.it), an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

#### **When does the withdrawal period expire?**

Regarding the purchase of the goods, the right of the withdrawal must be exercised within 14 days -- unless otherwise provided for in this section or in the Consumer Code (Legislative Decree No. 206/2005, Articles 53 and 54) - from the day on which the User or a third party other than the carrier and designated by the User, acquires physical possession of the goods or:

- (1) in the case of multiple goods ordered by the User through a single order and delivered separately, from the day on which the User or a third party other than the carrier and designated by the User, acquires physical possession of the last good;
- (2) in the case of delivery of a good consisting of lots or pieces multiple items, from the day on which the User or a third party other than the carrier and carrier and designated by the User, acquires physical possession of the last lot or piece;
- (3) in the case of contracts for the periodic delivery of goods over a specified period of time, from the day on which the User or a third party other than the carrier and designated by the User acquires physical possession of the first good.

The good(s) must be shipped within 14 days from the withdraw's request date, with the original packaging and other accessories received with the order. The right of withdrawal shall cease wholly, in the absence of the essential condition of integrity of the good (packaging and / or its contents).

### **Effects of withdrawal**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or, however, no later than 5 days from the return of the goods in our warehouses. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

### **On the purchase of physical goods**

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

**The costs of returning the goods are borne by the User.**

### **Guarantees**

#### **Legal guarantee of conformity for goods under EU law**

Under EU law, for a minimum period of 2 years after delivery, the Owner guarantees the conformity of the goods sold.

To be in conformity with the contract of sale, the goods must meet the following subjective and objective requirements:

(a) correspond to the description, type, quantity and quality and possess the features and compatibility and other characteristics as set out in the provided for in the sales contract;

(b) be suitable for any particular use intended by the user, which has been brought to the knowledge of the Owner at the latest at the time of the conclusion of the contract of sale and which the Owner has accepted.

(c) be fit for the purposes for which goods of the same kind are normally used goods of the same type;

(d) have the quality and correspond to the description of a sample or model that the Owner has eventually made available to the User before the conclusion of the contract;

(e) be delivered together with the accessories, including packaging; and  
(f) be of the quantity and possess the qualities and other characteristics, including in terms of durability, functionality, compatibility and safety normally found in goods of the same type and which the User can reasonably expect to receive, taking into account the nature of the goods and public statements made by or on behalf of the Owner, or by other persons, in particular in advertising or in the label.

In particular, the Owner is liable to the User for any lack of conformity existing at the time of delivery of the goods performed pursuant to Article 61 of the Consumer Code (Legislative Decree no. 206/2005) and which becomes apparent within two years from that time.

Where Users qualify as European Consumers, the legal guarantee of conformity for goods applies to the items available on this Website in accordance with the laws of the country of their habitual residence.

National laws of such country may grant such Users broader rights.

**In particular, Consumers based in France can exercise guarantee rights within two years of delivery of the good without being required to provide evidence of the good's defect or lack of conformity. The period of time for which the Consumer is exempted from providing evidence of the fault is reduced to six months in case of used goods.**

**When exercising guarantee rights, Consumers may choose between requesting replacement or reparation of the faulty good at the conditions set out in the French Consumer Code.**

**This statutory guarantee of conformity applies regardless of any commercial guarantee possibly offered by the Owner.**

**Consumers may also exercise their right of guarantee for hidden faults according to the relevant provisions of the French Civil Code, choosing between cancelling the purchase or requesting a price reduction.**

## **Remedy**

In the event of a lack of conformity of the goods, the User has right to the restoration of conformity, or to receive a proportionate proportional reduction of the price, or to have the contract rescinded on the basis of the conditions set out below.

In particular, for the purpose of remedying the lack of conformity of the goods, the User shall have the right to replacement of the goods at the expense of the Owner, unless replacement is impossible or excessively burdensome for the Owner taking into account all circumstances of the case.

In that case, the User shall be entitled to a proportional reduction of the price or to termination of the sales contract pursuant Article 135-quarter of the Consumer Code (Legislative Decree no. 206/2005), even if the lack of conformity is so serious as to justify an immediate reduction of the price or termination of the contract of sale; or if the Owner has stated or it is clear from the circumstances that he will not restore the goods to conformity within a reasonable time or without significant inconvenience to the User.

**The user is not entitled to terminate the contract if the lack of conformity is only minor.**

## **Liability and indemnification**

### **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).



This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Website has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## **Common provisions**

### **No Waiver**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events( infrastructural breakdowns or blackouts etc.).

### **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

### **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Website.

### **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

### **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform in written the User of these changes and the User will be entitled to withdraw within 14 days from the time of such communication.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement. The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner. If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

### **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

### **Contacts**

All communications relating to the use of this Website must be sent using the contact information stated in this document.

### **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

### **Governing law**

These Terms are governed by the **Italian** law.

### **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for a higher applicable consumer protection standard, such higher standards shall prevail.

### **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

### **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

## Dispute resolution

### Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 21 days of receiving it.

### Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is available at the following link.

## Definitions and legal references

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### This Website (or this Application)

The property that enables the provision of the Service.

### Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### Business User

Any User that does not qualify as a Consumer.

### Coupon

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

### European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

### Example withdrawal form

*Addressed to:*

#### **Pastificio Miglianico s.r.l.**

C.da Cerreto, 52 - Miglianico (CH) 66010 - Italy

t. +39 085 8961696

m.+39 370 364 0970

pec: [pastificio.miglianico@pec.it](mailto:pastificio.miglianico@pec.it)

email:[sales@pastazaccagni.it](mailto:sales@pastazaccagni.it); [info@pastazaccagni.it](mailto:info@pastazaccagni.it)

[www.pastazaccagni.it](http://www.pastazaccagni.it)

Partita IVA: 02456070693

Numero REA: CH - 180363

\_\_\_\_\_ /We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:

\_\_\_\_\_ (insert a description of the goods/services that are subject to the respective withdrawal)

- Ordered on: \_\_\_\_\_ (insert the date)
- Received on: \_\_\_\_\_ (insert the date)
- Name of consumer(s): \_\_\_\_\_
- Address of consumer(s): \_\_\_\_\_
- Date: \_\_\_\_\_

*(sign if this form is notified on paper)*

**Owner (or We)**

Indicates the natural person(s) or legal entity that provides this Website and/or the Service to Users.

**Product**

A good or service available for purchase through this Website, such as e.g. physical goods, digital files, software, booking services etc.

The sale of Products may be part of the Service.

**Service**

The service provided by this Website as described in these Terms and on this Website.

**Terms**

All provisions applicable to the use of this Website and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates any natural person or legal entity using this Website.

**Consumer**

Consumer is any User qualifying as such under applicable law.