

TERMS AND CONDITIONS OF SALE

1. Subject of the On-line Contract and its Definition

By on-line sales contract is meant the remote contract that is the legal transaction of stipulated movable goods and /or services between a supplier, **Galantini Sapori LLC.** , and a client in the sphere of a remote sales system organized by the supplier who, for such a contract, employs remote communication technology called the "Internet". All contracts, therefore, will be concluded directly through access by the consumer client to the Internet site corresponding to the address **www.galasingelateria.com**, where, following the procedures indicated, the client will be able to conclude the contract for the purchase of goods.

By client is meant the physical person who buys goods and services. Here following are the conditions of sale that will remain effective until they should be changed by the supplier. Eventual alterations to the conditions of sale will be effective from the moment in which they are published on the Internet site **www.galasingelateria.com** and they apply to sales carried out from that moment onwards.

2. Placing an Order

2.1 To place an order the client must be an adult and contactable through a telephone line.

2.2 It is possible to place an order by filling in the order form available on the website **www.galasingelateria.com**, after registering or creating a personal account.

2.3 By transmitting an order you make a request to buy chosen goods on the basis of the present Conditions of Use. We are free to accept or decline said request.

2.4 When an order is accepted we will notify you of this by transmitting an Order Confirmation via email. The Order Confirmation will be effective from the moment that it is sent. When an order is not accepted the supplier will contact the client via email or telephone.

2.5 Although we make every effort to supply the products indicated in the Order Confirmation, it may happen that we cannot supply them because for reasons that go beyond our power to change. In the above-mentioned cases, we will endeavour to contact you to inform you of this and propose alternative products that you might buy. In the case that you do not wish to accept our proposals, we will

cancel your order for the articles that we cannot supply and the amount relative to them will not be deducted from your account.

3. Sales Prices and Purchasing ConditionsAll sales prices for products indicated on the Internet site **www.galasingelateria.com** , as per public offer; all the taxes, duties and the cost of transport are not included in the prices and are shown on the appropriate page of the site and the client should consult this before confirming an order. The purchase contract is finalized through the correct compilation and the consent of purchase given by agreement on-line. The client can pay for merchandise that he wishes to order by using the payment methods indicated on-line as he makes his purchase.

4. Order Fulfillment and Conditions of Delivery**Galantini Sapori LLC** will try to ensure the delivery of products that have been selected and ordered, under the conditions laid down in the preceding article, by trustworthy personnel. In case of absence of the client at the time of delivery, a notice of advice will be left and the client should personally contact the Gala's Gelateria and More (at phone number 727-441 8387) as soon as possible in order to agree a different pick up condition in the knowledge that all products are perishable. Gala's Gelateria and More will preserve the products inside their premises for 24 hours. After that the products will be thrown in the trash, in which case no liability or refund will be imputable to Galantini Sapori LLC. No blame and liability can be attributed to the supplier for late or non delivery due to force majeure or unavoidable accident.

5. Product Availability

The client may buy products indicated in the electronic catalogue (to be found on the site **www.galasingelateria.com**) in quantities existent in the warehouse. Should the order exceed the quantity existent in the warehouse, the information system will accept the order only as far as the products are available.

6. The Supplier's Responsibilities**Galantini Sapori LLC** does not assume any responsibility for faulty service due to causes of force majeure such as accidents, explosions, fires, strikes and/or lock-outs, earthquakes, floods and other similar events that prevent the execution of the order, wholly or in part, in the time agreed by contract. **Galantini Sapori LLC** will not be responsible to any party for damages, losses and costs undergone following failed execution of the contract for above-mentioned reasons. Likewise, **Galantini Sapori LLC** is not responsible for the eventual fraudulent or

unlawful use on payment of the purchased products made by a third party of credit cards, cheques and other methods of payment. Indeed, at no moment in the purchase procedure is **Galantini Sapori LLC** able to know the credit card number of the purchaser which, going through a protected connection, is transmitted direct to the banking institute that manages the service. Similarly, **Galantini Sapori LLC**. is not able to check the correct and lawful source of the title of credit given by the client on reception of the merchandise.

7. The Purchaser's Obligations

Once the on-line purchasing procedure is completed, you undertake to print and keep the general conditions here laid down, that, moreover, you have consulted and accepted as an obligatory passage of purchase, besides the specifications of the product purchased.

7.1 It is severely prohibited to use false and/or invented data in the registration procedure necessary to activate the passage for the execution of this contract and relative communications; personal data and email must be exclusive and real personal data and belonging no third party, nor made up. It is expressly forbidden to effect double registrations for the same person or to enter details of a third party. **Galantini Sapori LLC** reserves the right to legally prosecute any violation or abuse in the interests and for the protection of all consumers.

8. Authorization

By filling in the registration section on our site you authorize **Galantini Sapori LLC** to use your credit card details, or those of a substitute credit card given, to debit your account of the total amount of your on-line purchase in favor **Galantini Sapori LLC**. The registration procedure goes through a protected direct link and is subject to the prudential supervision of the supervisors. Should the client wish to make use of the right of withdrawal, as laid out in point 10 of the present general conditions, the amount to be reimbursed will be credited to the same credit card.

9. Subscription and Use of Personal Data

Personal data is required for the purpose of registering the client and activating procedures for the execution of this contract and necessary relative communications; such data is used electronically according to current law and can only be displayed at the request of judicial authorities or other authorities necessitated by law. Personal data will be communicated to delegates for the execution and

completion of the stipulated contract and given out exclusively in the limits of such an end, that is: to ask confirmation if **Galantini Saponi LLC** holds his/her personal data; to know the origin, the reasons and use; to obtain an up-date, to rectify or integrate the data; to ask it to be deleted, altered to an anonymous form or to be blocked in case of unlawful use; to oppose their use for legitimate reasons or in the case of the use of the data to send publicity material or coupon.

10. Right of Withdrawal

Being perishable products you have the right of Withdrawal only in the case when, at the moment of delivery, you don't results indicating to the operator that delivers the products, Tampering or Discordance on the product contract without penalties.

11. Use of Personal Data

Personal data is required for the purpose of registering the client and activating procedures for the execution of this contract and necessary relative communications; such data is used electronically according to current law and can only be displayed at the request of judicial authorities or other authorities necessitated by law. Personal data will be communicated to delegates for the execution and completion of the stipulated contract and given out exclusively in the limits of such an end.

The client enjoys the right to ask confirmation by letter or fax if **Galantini Saponi LLC** holds his/her personal data; to know the origin, the reasons and use; to obtain an up-date, to rectify or integrate the data; to ask it to be deleted, altered to an anonymous form or to be blocked in case of unlawful use; to oppose their use for legitimate reasons or in the case of the use of the data to send publicity material, commercial information, market research, direct sales and interactive commercial communications. **Galantini Saponi LLC** is responsible for assembling and using clients' personal data.