

# TERMS AND CONDITIONS OF SALE

The contract between F.C.L. Srl and the Customer shall be deemed concluded upon acceptance, even partial, of the order by F.C.L. Srl, which reserves the right, at its sole discretion, to accept the order. Acceptance shall be deemed tacit, unless otherwise communicated to the Customer in any manner. By placing an order in the various ways provided, the Customer declares that they have read all the information provided during the purchase process and fully accept the general terms and conditions and payment terms set out below.

If the Customer is an end consumer (i.e., a natural person who purchases the goods for purposes not related to their professional activity), once the online purchase procedure has been completed, they shall print or save an electronic copy and, in any case, retain these general terms and conditions of sale, in accordance with the provisions of Articles 3 and 4 of Legislative Decree No. 185/1999 on distance selling.

The Customer shall have no right to compensation for damages or indemnity, nor shall there be any contractual or extra-contractual liability for direct or indirect damages to persons and/or property caused by the non-acceptance, even partial, of an order.

The Customer may only purchase products listed in the F.C.L. Srl electronic catalog at the time of placing the order and viewable at <https://www.easystop.it>, as described in the relevant information sheets.

**F.C.L. Srl reserves the right to modify/update the technical information of the products without prior notice. It is understood that the image accompanying the description of a product may not be perfectly representative of its characteristics and may differ in color, size, and accessories shown in the picture. All information supporting the purchase is to be understood as simple generic information material.**

Correct receipt of the order is confirmed by F.C.L. Srl by means of an email reply sent to the email address provided by the Customer. This confirmation message will contain the date and time of receipt of the order and a 'Customer Order Number', to be used in all further communications with F.C.L. Srl. The message will repeat all the data entered by the Customer, who undertakes to verify its correctness and to promptly communicate any corrections, according to the procedures described in this document. The Customer can also check the status of their order by accessing the dedicated web area under "Order Status."

In the event of non-acceptance of the order, F.C.L. Srl undertakes to promptly notify the Customer. All prices on the website are retail prices and therefore include VAT. F.C.L. Srl reserves the right to change prices at any time without prior notice. **The quantities of products available at the time of ordering are shown on the website <https://www.easystop.it>. Since simultaneous access by many users/customers and the simultaneous possibility of online orders affect product availability, F.C.L. Srl does not guarantee the certainty of allocation of the goods ordered.**

For certain products subject to price promotions, F.C.L. Srl reserves the right to accept orders by reducing the quantities, subject to notification and acceptance by the Customer, failing which the order shall be considered canceled.

# WARRANTY

All products sold by F.C.L. Srl are covered by a 24-month warranty for conformity defects, pursuant to Legislative Decree no. 24/02. To benefit from warranty assistance, the Customer must keep the receipt/invoice (or delivery note) that they will receive together with the purchased goods. Customers can always download **receipts/invoices relating to their purchases** from the website [www.easystop.it](http://www.easystop.it) by accessing the reserved area.

The 24-month warranty pursuant to Legislative Decree No. 24/02 applies to products that present a lack of conformity, provided that they are used correctly, in accordance with their intended use and the provisions of the accompanying technical documentation. This warranty, in accordance with Legislative Decree No. 24/02, is reserved only for private consumers (natural persons who purchase goods for purposes not related to their professional activity, or who make the purchase without indicating a VAT number on the order form). In the event of a lack of conformity, F.C.L. Srl will, at no cost to the Customer, restore the conformity of the product by repair/replacement or price reduction, up to the termination of the contract. If, following inspection of the goods, no lack of conformity is found pursuant to Legislative Decree No. 24/02, the Customer will be charged for any verification and restoration costs incurred, as well as transport costs if incurred by F.C.L. Srl.

In the event that, for any reason, F.C.L. Srl is unable to replace a product under warranty (repaired or replaced), it may, with the Customer's consent, replace the product with another of equal characteristics and value or, finally, issue a discount voucher of equal value that can be spent on another product, valid for 6 months from the date of issue.

No damages may be claimed from F.C.L. Srl for any delays in carrying out repairs or replacements of products under warranty.

In cases where the application of the warranty requires the return of the product, the goods must be returned by the Customer in their original packaging, complete in all their parts (including any documentation and accessories, etc.).

## PERSONAL DATA PROCESSING

Information for Users (European Regulation 2016/679 and Art. 13 of Legislative Decree No. 196 of June 30, 2003)

Dear User, pursuant to European Regulation 2016/679 and Art. 13 of Legislative Decree No. 196 of June 30, 2003 - "Personal Data Protection Code" - (hereinafter, the "Code"), the data you provide will be processed in compliance with current legislation and as described below. We wish to inform you that the personal data you voluntarily provide for the activation of the services offered will be processed by F.C.L. Srl, adopting appropriate measures to ensure its security and confidentiality, in compliance with the aforementioned legislation.

### 1. Collection of information

F.C.L. Srl will collect some of your personal data, including your first name, last name, residential address, email address, and telephone number.

The above data will be collected, where necessary, through the data entry form on the website owned by F.C.L. Srl.

### 2. Purpose of processing

Your personal data will be processed for the following purposes:

a) direct sales;

b) commercial communications: subject to obtaining your express consent, your personal data may be used by F.C.L. Srl for the purpose of sending commercial communications (marketing) via email and any other remote communication technology, including those relating to third parties. Consent to the processing of this data is optional and any refusal to consent will not make it impossible to use the services offered by F.C.L. Srl. Even if consent is given, the user will still have the right to object, in whole or in part, to the processing of their personal data for marketing and/or direct sales purposes, by simply requesting this from F.C.L. Srl, without any formalities.

c) analysis of your behavior: subject to obtaining your consent, we reserve the right to analyze your behavior by reading your browsing data related to the use of our service in order to carry out analysis and segmentation activities and improve the website's offering and services in line with your preferences and interests.

### 2. Type of data collected

#### a) Personal data

The personal data you provide will be recorded and stored on secure electronic media and processed with appropriate security measures, including by associating and integrating it with other databases. The data and cookies received from you will be processed by F.C.L. Srl exclusively using the methods and procedures necessary to provide you with the services you have requested. Only with your express consent may the data be used to perform statistical analyses, market surveys, and send commercial information on the products and promotional initiatives of F.C.L. Srl and/or third-party companies.

#### b) Browsing data

The software procedures and computer system used to operate the websites may acquire, during their normal operation, some data whose transmission is implicit in the use of Internet communication protocols. This information is not collected by our site to be associated with specific users, but by its very nature could, through processing and association with data held by the Data Controller or third parties, allow users to be identified. This category of data includes IP addresses or domain names of computers used by users connecting to the site, URI (Uniform Resource Identifier) addresses of requested resources, the time of the request, the method used to submit the request to the server, the size of the file obtained in response, the numerical code indicating the status of the response given by the server (successful, error, etc.) and other parameters relating to the user's operating system and computer environment. This data, which may be acquired during use of the site, may be used by the Data Controller for the sole purpose of obtaining information on the use of the site and may be used to identify users in the event of investigations of computer crimes. etc.) and other parameters relating to the user's operating system and IT environment. This data, which may be acquired during use of the site, could be used by the Data Controller for the sole purpose of obtaining anonymous statistical information on the use of the site in order to identify the pages preferred by users so as to provide increasingly appropriate content and to check its correct functioning. The data could be used to ascertain responsibility in the event of hypothetical computer crimes against the site.

#### c) Use of cookies

Cookies are files that can be stored on your computer's hard drive. This allows for easier navigation and greater ease of use of the site itself. Cookies can be used to determine whether a connection has already been made between your computer and our pages. Only the cookie stored on your computer is identified. Of course, you can also visit the site without cookies. Most browsers automatically accept cookies. You can prevent cookies from being stored automatically by selecting the "do not accept cookies" option from the options available. For more information on how to do this, please refer to your browser instructions. You can delete any cookies already stored on your hard drive at any time. Choosing not to accept cookies from your browser may limit the functions available on our site.

### 3. Methods of processing

In relation to both of the above purposes, data processing will be carried out using both computerized and/or telematic tools and on paper and, in any case, using tools that guarantee security and confidentiality through the adoption of the security measures prescribed by the Code.

### 4. Scope of communication and dissemination of data

Your data may be disclosed to data processors responsible for managing the services requested, as well as to data controllers appointed by F.C.L. Srl.

Subject to obtaining your express consent, your data may be communicated to subsidiaries/parent companies or affiliates of F.C.L. Srl, to transferees of the company or business unit, to companies resulting from possible mergers or demergers of F.C.L. Srl, as well as to other companies operating in the marketing and direct sale of goods and services via the Internet and other remote communication technologies.

These entities, - an updated list of which can be requested from the Data Controller - acting as independent data controllers, after sending appropriate information to the data subject, will process the data communicated for the purpose of sending commercial communications (marketing) and/or direct sales, via email, telephone, and any other remote communication technology, without prejudice to your right to object at any time to the processing for such purposes, by simply making a request without any formalities to the relevant data controller. Your personal data will not be disclosed to the public in any way.

### 5. Data controller and data processor

The data controller for the data provided by users is F.C.L. Srl, Via Cavour, 351, 21040 Cislago (VA). The data processor is the person temporarily responsible for managing the company database.

### 6. User rights

You have the right to obtain confirmation of the existence or otherwise of such data at any time and to know its content and origin, verify its accuracy or request its integration or updating, or correction (Art. 7 of the Code).

Pursuant to the same article, you have the right to request the deletion, transformation into anonymous form, or blocking of data processed in violation of the law, as well as to oppose their processing in any case, for legitimate reasons.

Requests should be addressed without any formality to the data controller, as identified above, including via the following email address: [privacy@easystop.it](mailto:privacy@easystop.it)

## RIGHT OF WITHDRAWAL

Pursuant to Art. 64 et seq. of Legislative Decree No. 206/2005, if the Customer is a consumer (i.e., a natural person who purchases goods for purposes not related to their professional activity, or does not make the purchase by indicating a VAT number on the order form to F.C.L. Srl), they have the right to withdraw from the purchase contract for any reason, without penalty and without prejudice to the provisions of point 3 below.

To exercise this right, the Customer must send a registered letter with acknowledgment of receipt or certified email within 14 working days from the date of receipt of the goods to:

F.C.L. Srl.  
Via Cavour, 351  
21040 Cislago (VA)  
Certified email address:  
[fcl@pec.it](mailto:fcl@pec.it)

Upon receipt of the registered letter, F.C.L. Srl will email the Customer the withdrawal form with an authorization number, which must be attached to the outside of the package containing the product and sent to F.C.L. Srl within 10 working days of authorization.

The right of withdrawal is subject to the following mandatory conditions:

The right applies to the product purchased in its entirety; it is not possible to exercise withdrawal only on part of the purchased product.

the purchased goods must be intact and returned in their original packaging, complete in all their parts; to limit damage to the original packaging, we recommend, where possible, placing it in a second box, on which to affix the RMA number (return authorization code) issued by F.C.L. Srl;

the goods subject to the right of withdrawal must be returned in a normal state of preservation, as they have been stored and, if necessary, used with normal diligence: therefore, used products that show signs of damage or dirt and which, as a result, can no longer be considered intact will not be accepted;

The shipping costs for returning the goods are borne by the customer.

the shipment, until proof of receipt in our warehouse, is under the complete responsibility of the customer;

in the event of damage to the goods during transport, F.C.L. Srl will notify the customer of the incident (within 5 working days of receipt of the goods in its warehouses), to enable them to promptly file a complaint against the courier they have chosen and obtain a refund of the value of the goods (if insured); in this case, the product will be made available to the customer for return, simultaneously canceling the request for withdrawal;

F.C.L. Srl is not liable in any way for damage or theft/loss of goods returned by uninsured shipments;

F.C.L. Srl will refund the customer the full amount already paid, as quickly as possible and in any case within 30 days of receiving the notice of withdrawal, upon receipt of the goods subject to withdrawal, by reversing the amount charged to the credit card or by bank transfer. In the latter case, it will be the customer's responsibility to promptly provide the bank details on which to obtain the refund (ABI code - CAB code - current account of the invoice holder).

The right of withdrawal is lost entirely if the essential condition of integrity of the goods (packaging and/or its contents) is not met, in cases where F.C.L. Srl ascertains:

- the absence of the original external packaging and/or internal packaging;
- the absence of integral parts of the product or anomalies in the product itself;
- damage to the product for reasons other than transport;

- the product is dirty due to use, which has compromised its integrity.

The costs and risks of return shipping are entirely borne by the Customer.

The return of products that are not intact, damaged, or lacking original accessories and equipment will not be accepted by F.C.L. Srl. and will be returned to the sender with additional shipping costs. In the event of forfeiture of the right of withdrawal, F.C.L. Srl. will return the purchased goods to the sender, charging them for the shipping costs.

## DISPUTE RESOLUTION

Under the Digital Services Act, consumers residing in Europe are informed that they have an additional opportunity to resolve disputes through out-of-court dispute resolution bodies.

This tool can be used by European consumers to resolve any disputes relating to and/or arising from contracts for the sale of goods and services entered into online without resorting to legal action.

Consequently, if you are a European consumer, you can use these bodies to resolve any dispute arising from the online contract entered into with the Data Controller.

The list of consumer dispute resolution bodies in the Member States, Norway, and Iceland, and their contact details, are available at the following address: <https://consumer-redress.ec.europa.eu/dispute-resolution-bodys> (Dispute Resolution Bodies).

The Owner is available to answer any questions at the email address [controversie@easystop.it](mailto:controversie@easystop.it)

## COPYRIGHT INFORMATION

It is strictly prohibited to use bots, spiders, scrapers, or other automated means on this website to acquire, copy, or use any section of the website containing personal data and/or copyrighted material to enrich databases and/or train artificial intelligence (AI) models without the website owner's authorization.

Furthermore, it is prohibited to copy, use, modify, and republish copyrighted material on this website, even through non-automated means, including, but not limited to, manual reproduction, transcription, digitization, scanning, photography, and any other manual or electronic method that allows for the duplication or distribution of protected content.

This prohibition applies to all types of protected material on the website, including text, images, videos, graphics, and any other original content published.

We reserve the right to monitor the use of the website to ensure compliance with this clause and to take appropriate action in the event of a breach. Such actions may include, but are not limited to:

- Blocking access to the website.
- Reporting illegal activities to the competent authorities.
- Taking legal action to obtain compensation for damages suffered.

All text and materials on the website [www.easystop.it](http://www.easystop.it) (including images, multimedia materials, trademarks, trade names) are the exclusive property of F.C.L. Srl and may not be copied, reused, or distributed without the written permission of the trademark owner.

## PAYMENT METHODS

For your online purchases on [www.easystop.it](http://www.easystop.it), you can choose the convenience and security of payment via:

### ADVANCE BANK TRANSFER:

In the case of payment by Advance Bank Transfer, the order will only be shipped once the amount has been credited to the F.C.L. Srl bank account, which must take place within 5 working days from the date of acceptance of the order, after which the order will be automatically canceled. The reason for the bank transfer must include the order ID (year, type, and order number), which is provided in the order confirmation email. The bank details for the transfer will be provided at the time of ordering.

#### **CREDIT and DEBIT CARDS:**

To ensure maximum transaction security, payments on our site are managed through Nexi's XPay service. At checkout, you will be redirected to Nexi's secure payment portal, where you can complete your order using major credit and debit cards (Visa, Mastercard, Maestro, Amex, JCB, UPI, Google Pay, Apple Pay, Bancomat Pay, Amazon Pay, PayPal, and others). Authentication for online purchases is managed through Nexi's security systems to protect your data.

When purchasing by credit card, upon completion of the order, the Customer will be redirected to the PayPal page where they can enter their credit card details. In the event of order cancellation, either by the Customer or in the event of non-acceptance by F.C.L. Srl, the amount will be refunded to the Customer's credit card. The time taken for the refund to appear depends on the credit card issuer.

#### **ORDER CANCELLATION:**

The order can be canceled until it is being prepared in the warehouse. The status of the order is clearly visible in the "Order Status" area and can no longer be canceled if the message "Order being processed" appears. Once the cancellation of the transaction has been requested, F.C.L. Srl cannot be held liable under any circumstances for any direct or indirect damages caused by a delay in the release of the amount committed by Nexi. At no point during the purchase process is F.C.L. Srl able to access the Customer's financial information. As no data is transmitted, there is no possibility of this data being intercepted. No computer archive of

F.C.L. Srl contains or stores such data. For each transaction carried out, the Customer will receive a confirmation email from Nexi.

## **SHIPPING TERMS:**

**For every order placed on [www.easystop.it](http://www.easystop.it), F.C.L. Srl issues a tax document for the shipped material. The information provided by the Customer when placing the order is used to issue the invoice. No changes can be made to the invoice after it has been issued.**

Shipping costs are charged to the Customer and are clearly indicated at the time of placing the order. Payment for the goods by the Customer will be made using the method chosen at the time of ordering. No additional costs or commissions are due to F.C.L. Srl.

The goods are shipped in packaging provided directly by the manufacturer or the shipper. The delivery times of the goods ordered are purely indicative; they may be subject to change due to force majeure or traffic and road conditions in general or by order of the authorities. Unless otherwise agreed in writing between the parties, standard delivery will take place at the following times: from 9:00 a.m. to 6:00 p.m., every day, except holidays, from Monday to Friday.

F.C.L. Srl cannot be held liable for any delays in processing orders or delivering the goods ordered.

Upon delivery of the goods by the courier, the Customer is required to check:

- that the number of packages delivered corresponds to that indicated on the invoice;
- that the packaging is intact, undamaged, not wet or, in any case, altered;

Any external damage or discrepancy in the number of packages must be immediately reported to the courier making the delivery, by writing "accepted with reservation" on the accompanying document and confirming this within 8 days by registered letter with return receipt to the courier, whose address is specified on the accompanying document. In the specific case of a damaged package, write "accepted with reservation because the package is damaged." **It is also necessary to open a complaint file with F.C.L. Srl by filling out the form below the button in the "Order Status" area.**

Once the courier's document has been signed, the Customer may not make any complaints about the external characteristics of the goods delivered.

Even if the packaging is intact, the goods must be checked within eight days of receipt. Any hidden damage or anomalies must be reported in writing by registered letter with return receipt to the courier whose address is specified on the accompanying document.

It is also necessary to open a fault report with F.C.L. Srl by filling in the form under the button in the "Order status" area.

Any reports submitted after the above deadlines will not be taken into consideration. The Customer assumes full responsibility for all statements made.

#### DELIVERY BY EXPRESS COURIER:

Standard delivery will take place at the following times: from 9:00 a.m. to 6:00 p.m., every day, except holidays, from Monday to Friday. The courier will make the first delivery without prior notice. If the Customer is absent, the courier will leave a notice and attempt delivery again within the next 24 hours; if the Customer is still absent, another notice will be left and the Customer will be contacted by the courier for a third attempt. If this is also unsuccessful, the Customer will be contacted by F.C.L. Srl to arrange the delivery details. If the fourth attempt is also unsuccessful, the goods will be returned to F.C.L. Srl, resulting in the cancellation of the order and no refund due to the Customer.

#### DELIVERY BY APPOINTMENT:

In the case of delivery by appointment, the Customer will be contacted by telephone by the courier to arrange the delivery date and time slot (morning or afternoon). Standard delivery will take place during the following hours: from 9:00 a.m. to 6:00 p.m., every day, except holidays, from Monday to Friday. Delivery must take place within 3 working days of the date of the telephone contact.

#### ORDER PROCESSING TIMES:

"Order processing time" refers to the time between receipt of the order and delivery of the product to the courier. All orders containing products available in stock, for which payment confirmation has been received by 12:00 noon on a working day, are entrusted to the courier on the evening of the same day. Delivery times vary from 24 to 48 hours, depending on the area, in cases of delivery by express courier from the moment the shipment is taken over by the courier (collection of the shipment from our Logistics Center by the courier). Other types of delivery ("Express courier delivery by appointment" or "Delivery to floor by appointment") require telephone contact with the courier to arrange the time of delivery. The customer will be contacted by the courier to arrange the delivery details.

#### CHANGE OF COURIER

For logistical reasons, we may make changes to our shipping service, including changing the carrier for orders that have already been confirmed. This decision will be made to ensure greater efficiency, optimized delivery times, and a more reliable service.

We are committed to maintaining the quality of our shipments and minimizing any inconvenience. If you have any questions or need assistance, our customer service team is at your disposal.