

General Terms & Conditions

(pursuant to Chapter I, title 3, part 3, of Legislative Decree 206/2005 and subsequent amendments and additions)

1. Introduction and effectiveness of General Conditions

The following general conditions of sale (hereafter referred to as “**General Terms**”) relate to the purchasing framework of the products and services, carried out at a distance and made available, via the Internet, on the website www.singwithrobin.com (hereafter referred to as the “**Site**”) in compliance with Italian legislations set out in legislative decree 206/2005 and subsequent changes and integrations (hereafter “**Consumer Code**”).

The seller of the products and owner of the Site is: **Oda Zoe Hochscheid** based in **Via Tabiadon di Val 2, 32020 Falcade (BL) – ITALY**, V.A.T. no.: **IT01172910257**, E-mail address: info@singwithrobin.com (hereafter, “**Oda Zoe Hochscheid**”).

The consumer who accesses the Site to make a purchase (hereafter the “**Client**”) is required, prior to placing the order, to carefully read these General Terms & Conditions which are available on the Site at any time.

If the person making the purchase on the Site requires an invoice and/or is not a “consumer or user” as defined under art. 3, 1st comma, point a) of the Consumer Code, application of the withdrawal framework as defined under art. 7 and 8 of these General Terms shall not be applied nor, more generally speaking, the provisions which in line with the same Consumer Code are applied exclusively to “consumers”.

The contracts completed with **Oda Zoe Hochscheid** through the Site are governed by these General Terms in compliance with Italian legislation. The language used to complete the contract is Italian.

2. Choosing and ordering Products

The specifications and price of the various products for sale on the Site (hereafter “**Product**” or “**Products**”) are shown on the page relating to each Product.

In order to purchase Products, the Client needs to fill out and send the electronic order form, following the instructions given on the Site. The Client shall add the Product to the “Basket” and, after viewing the General Terms and Privacy Policy and after accepting them, shall enter his data for shipment and invoicing, selecting the desired payment method and confirm the order.

By sending the order from the Site, which shall have the status of a contractual offer, the Client acknowledges and declares that they have viewed all the information provided during the purchase procedure and fully accepted the General and payment Terms transcribed. The contract stipulated between **Oda Zoe Hochscheid** and the Client shall be concluded with the acceptance of the order by **Oda Zoe Hochscheid**. This acceptance shall be communicated to the Client via an e-mail confirming the order containing the order number, shipment and invoicing details, list of Products ordered with their basic specifications and the total price, including delivery costs. The Customer will check the confirmation email and if he identifies errors in the order he will have 24 hours from receiving this email to contact Customer Service directly from the Site using the appropriate form accessible from the “Contacts” area. After this deadline, the order will be processed for shipment and changes will no longer be accepted, without prejudice to the rights of the Customer referred to in Article 7 below. Once the order has been received, **Oda Zoe Hochscheid** shall check stock levels in order to complete the order.

If some Products are unavailable, Customer Services at **Oda Zoe Hochscheid** shall immediately send an e-mail to the Client who, within 24 hours, shall have the right to reply and confirm shipment of any other Products available, or cancel the order. If the Client fails to provide confirmation within the given time limit, the order shall be taken as confirmed and the

Products available shall be shipped. In this case, the entire cost of the unavailable Products shall be deducted or, depending on the method of payment selected, the Client shall not be debited.

3. Product Information

Product information and specifications can be found on the Site.

The visual representation of the Products on the Site, where available, normally correspond with the photographic image supplied with the description.

It remains understood that the image of the Products themselves is only for sale purposes and may not exactly reproduce the specifications and quality, possibly differing in colour and size. In the event of a difference between the image and written product description, the product description sheet shall be considered valid.

4. Prices

The prices, including VAT, of all products are indicated in Euros in the online shop.

Shipping to Italy:

In Italy all shipments are free of charge.

Shipping to the Netherlands and Belgium:

In Holland and Belgium, the shipment of up to 7 books is: € 5.00 including VAT.

Beyond 7 books, shipping is free of charge.

In the case of the use of any Promotional Coupons, Oda Zoe Hochscheid is not required in any way to reimburse any credits, or sums of money remaining after their use.

5. Methods of payment and invoicing

5.1 Methods of payment

The customer can make the online payment by credit card, prepaid card, ATM card enabled for the Mastercard/Visa circuit.

Otherwise you can choose the offline mode by traditional bank transfer.

Credit card

Upon payment, the customer will be redirected to [Stripe](#)'s servers to complete checkout. At this point, the customer can check the amount and content of the order and then enter the credit card details to proceed with the payment. [Stripe](#)'s system will verify the correctness of the data on the international authorization circuits.

The security

- The service is provided by [Stripe](#) on the www.stripe.com server
- Your credit card details are entered only on [Stripe](#)'s secure site and are never disclosed to the merchant.

Bank transfer

Once the order has been submitted, the customer will have to pay by bank transfer following the instructions communicated during checkout. The purchased goods will be shipped as soon as payment is visible at the receiving bank (usually after 3-5 days).

5.2 Invoicing orders

The customer will automatically receive an invoice of the order featuring the details provided by the customer during checkout. The customer is responsible for entering all requested data correctly in the required fields on the Site.

6. Transport and Delivery

The Products purchased on the Site will be delivered to the address indicated by the Customer during the purchase procedure in the appropriate "Billing details" field or in "Delivery address" fields, in case the customer wants the goods to be delivered to an address different from the billing address. All purchases will be delivered by ordinary mail during working days, excluding holidays and national holidays.

Oda Zoe Hochscheid is not responsible for unforeseeable delays or those not attributable to it.

In any case, except in cases of force majeure or unforeseeable circumstances, the ordered Products will be delivered within a maximum period of 3 (three) weeks starting from the day following the one on which **Oda Zoe Hochscheid** confirmed the order to the Customer via a specific email of order confirmation.

Digital versions

The delivery of all digital / online products will be effective within 10 (ten) working days. The customer will receive a confirmation of order completion via email.

7. Right to return

Under the purchase contract, the Client has the right to return for whatever reason, without the need to provide explanations and without penalties, with the exception of the cases foreseen in the following points 1, 2 and 3. In order to exercise this right, the Client shall send **Oda Zoe Hochscheid** a communication within 14 days from the reception date of the Products. If you intend to exercise your right to return before receiving the Products, the return communication can be sent at any time prior to reception.

This communication should be sent via registered letter with return receipt to:

Oda Zoe Hochscheid

Via Tabiadon di Val 2, 32020 Falcade (BL) - ITALY

The **Oda Zoe Hochscheid** Customer Service will, once received the communication, open a file for the management of the return and communicate to the Customer the instructions on how to return the Products.

The right of withdrawal is governed by the following conditions:

1. The law applies to the Product purchased in its entirety; therefore if the Product is composed of several components or parts it is not possible to exercise the withdrawal only on part of the purchased Product.
2. In case of exercise of the right of withdrawal, **Oda Zoe Hochscheid** will refund the customer the full amount of the returned goods, including delivery costs, within 21 days from the date on which the notice of withdrawal was received, without prejudice to the right to **Oda Zoe Hochscheid** to suspend the payment of the refund until the actual receipt of the goods. The refund will be made using the same payment method used by the Customer, unless the latter has expressly requested a different method. In the case of a bank transfer, the Customer will be responsible for providing the bank details on which to obtain the refund (account holder, name and address of the Bank and IBAN).
3. Also in order to guarantee the free return pursuant to article 8 below, the Products must be returned in the same box in which they were received.

8. Return costs

If the customer desires to return product(s) that show no defects or errors attributable to **Oda Zoe Hochscheid**, the reimbursement will amount to the sum paid by the customer, including delivery costs, but deducting the expenses for returning the product.

Whenever the desired return is motivated by defects or errors attributable to **Oda Zoe Hochscheid**, the merchant will assume the entire cost of the return shipping of the Products. In any case, customers wishing to exercise their right of return must follow the procedures indicated in the previous article 7 and wait to be contacted by **Oda Zoe Hochscheid** before proceeding to return shipment of the products.

9. Warranty and Guarantee

If the Products sold by **Oda Zoe Hochscheid** are damaged, the Client shall contact Customer Services immediately using the specific contact form.

The sale of the Products is covered by the legal guarantees foreseen in articles 129, 130 and 132 of the Consumer Code. The Client has the right to choose, on condition that the kind of Product allows this, between either having the product repaired or replaced at no extra cost or receiving a suitable reduction in price, or terminating the contract. The Client shall forfeit these rights if the faulty product is not reported to **Oda Zoe Hochscheid** within two months from the date of discovering the defect, unless it is a perishable Product which by nature perishes or has a short sell by date; in this case, the defect must be reported within that reduced time period.

10. Disclaimer

Product information supplied on the Site is being constantly updated. It is, however, impossible to guarantee that no error occurs so **Oda Zoe Hochscheid** shall not be held responsible, except in the event of fraud or serious negligence.

Oda Zoe Hochscheid reserves the right to correct any errors, inaccuracies or omissions even after an order has been shipped, or change or update the information at any time without prior communication, bearing in mind the Client's rights under these General Terms and the Consumer Code.

Except in the case of fraud or serious negligence, the Client shall have no right to claim for damages or compensation, as well as any contractual or extra-contractual responsibility for direct or indirect damages to persons and/or things, resulting from the failed acceptance or handling, even partial, of an order.

11. Claims

Any claim made must be sent to **Oda Zoe Hochscheid** using the specific contact form, or via registered letter with return receipt to the following address:

Oda Zoe Hochscheid

Via Tabiaddon di Val 2, 32020 Falcade (BL) - ITALY

Oda Zoe Hochscheid is committed to replying to all the requests received within a maximum of 7 working days.

Online dispute resolution for consumers

The consumer resident in Europe must be aware of the fact that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This tool can be used by the European consumer to resolve in a non-judicial way any dispute relating to and / or deriving from contracts for the sale of goods and services entered into online.

Consequently, if you are a European consumer, you can use this platform for the resolution of any dispute arising from the online contract entered into with the Owner. The platform is available at the following link (<http://ec.europa.eu/consumers/odr>).

The data controller shall seek to answer any question sent by email to the email address published in this document.

12. Protection of confidentiality and processing of customer data

Oda Zoe Hochscheid protects the privacy of its customers and guarantees that the processing of data complies with the provisions of the privacy legislation pursuant to Legislative Decree 30 June 2003, n. 196. The personal and fiscal data acquired directly and / or through third parties by **Oda Zoe Hochscheid**, data controller, are collected and processed in paper, computerized, telematic form, in relation to the methods of treatment, with the aim of registering the order and activate the procedures for the execution of this contract and the related necessary communications, in addition to the fulfillment of any legal obligations, as well as to allow effective management of commercial relationships to the extent necessary to best perform the requested service (Article 24, paragraph 1, letter b), Legislative Decree 196/2003).

Oda Zoe Hochscheid undertakes to treat the data and information transmitted by the Customer confidentially and not to disclose them to unauthorized persons, or to use them for purposes other than those for which they were collected or to transmit them to third parties. Such data may only be exhibited at the request of the judicial authority or other authorities authorized by law. Personal data will be disclosed, after signing a data confidentiality commitment, only to persons delegated to carry out the activities necessary for the execution of the stipulated contract and communicated exclusively for this purpose.

The Customer enjoys the rights referred to in art. 7 of Legislative Decree 196/2003, namely the right to obtain:

- a) updating, rectification or, when interested, integration of data;
- b) the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including those that do not need to be kept for the purposes for which the data were collected or subsequently processed;
- c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except in the case in which this fulfillment is proves impossible or involves the use of means that are manifestly disproportionate to the protected right.

The interested party also has the right to object, in whole or in part, for legitimate reasons, to the processing of personal data concerning him, even if pertinent to the purpose of the collection; to the processing of personal data concerning him for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.

The communication of personal data by the Customer is a necessary condition for the correct and timely execution of this contract. Failing that, the Customer's request cannot be processed. In any case, the acquired data will be kept for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed.

However, their removal will take place safely.

The owner of the collection and processing of personal data is **Oda Zoe Hochscheid**, to whom the buyer can address any request at the company headquarters. Anything sent to the e-mail address (including electronic) of **Oda Zoe Hochscheid**, by way of example, requests, suggestions, ideas, information, materials, will not be considered information or data of a confidential nature, must not violate the rights of others and must contain information valid, not detrimental to the rights of others and truthful, in any case **Oda Zoe Hochscheid** cannot be attributed any responsibility for the content of the messages themselves.

13. Applicable laws and court of jurisdiction

The contract of sale between the customer and **Oda Zoe Hochscheid** is to be understood as concluded in Italy and covered by Italian Law. The resolution of disputes relating to the interpretation, application or dissolution of these General Terms or individual purchase orders if the Client is a consumer as stipulated in the Consumer Code, shall be made exclusively in the jurisdiction of their place or residence if located in Italy; for all other cases, the court of jurisdiction is exclusively that of the Court of Belluno, all other courts of jurisdiction being excluded.

Under article 1341 of the civil code, the Customer declares that he has specifically read and accepted the following articles in the General Terms: 6 (responsibility for delays in delivery), 10 (power to rectify errors – exclusion of responsibility).