# TERMS AND CONDITIONS OF SALE AND USE

**Last updated:** 11/09/2025

#### 1) Seller identity and contacts

The website <u>www.ladinum.com</u> is operated by **Trendly di Catarzi Niccolò**, registered office at **Via Borromeo 116, 50026 San Casciano in Val di Pesa (FI) – Italy**.

VAT No.: 07068610489 - Tax Code: CTRNCL97B16D612Z

E-mail: <a href="mailto:ladinumoil@gmail.com">ladinumoil@gmail.com</a>

Fast contact channels: contact form on the site and WhatsApp Business (button

on the site).

#### 2) Purpose and scope

These Terms govern the distance sale of food products (extra virgin olive oil "Ladinum") and the provision of **related digital services** (access to the Ladinum app, symbolic olive tree adoption, badges, informational content, symbolic CO<sub>2</sub> certificate with no official validity).

Purchases are reserved for consumers and professionals residing in the EU. In case of conflict, mandatory consumer protection rules prevail.

## 3) Pre-contractual information (Arts. 49–51 Consumer Code)

- Contract language: english (non-binding informational translations).
- Technical steps of the order: product selection → cart summary → entry of shipping and billing data → selection of payment method → acceptance of T&Cs/Privacy → confirmation and payment → confirmation email.

- **Error correction:** before payment you can edit quantities, address, and data; after submission, contact us immediately.
- Contract archiving: we generate an order receipt; upon request we will provide you with a copy.
- **Contact methods:** e-mail/WhatsApp/form; typical response time: within 2 business days.
- **Geographical restrictions:** we ship to all EU countries; non-EU upon request/quotation.
- Essential characteristics of the goods: 100% EVO oil from olive trees in Tuscany; details on the product page and label (quantity, origin, storage, TMC).
- **Total price:** expressed in Euro **VAT included**; on product pages and at checkout you will see any discounts/freebies.

#### 4) Products, availability, and pre-orders

The main product is a **box** with 4 bottles of "Ladinum" EVO oil. Purchases sometimes take place as a **pre-order** (oil from the current olive harvest season). If a product is unavailable, we will notify you and immediately refund the price paid.

#### 5) Prices and payments

Prices are in Euro and **include VAT**; shipping is included within EU countries unless otherwise indicated at checkout. Payment is processed via **Stripe**. The charge occurs upon order confirmation. Anti-fraud checks may apply.

#### 6) Shipping, delivery, and risk

We ship with appointed couriers within the EU.

- Seasonal pre-orders: delivery takes place after the annual pressing and, as a rule, by 15 December of the current year.
- Delays not attributable (couriers/force majeure): do not give rise to liability;
  we will inform you and propose a new date or a refund.

 The risk of loss or damage passes to the consumer only at the time of delivery.

#### 7) Digital services and symbolic adoption

Olive tree adoption is **purely digital and symbolic** (no real right over the tree, nor guarantee that the oil comes from the adopted tree; it comes from the entire field). Access to app features lasts **365 days** from purchase. In exceptional events (disease/natural disaster) we may replace the symbolic tree with another from the same field.

#### 8) Right of withdrawal (consumers)

You can withdraw within 14 days of delivery without having to provide reasons.

**How to exercise it:** send an explicit declaration (e-mail or form) indicating order number, products, and your contact details. You may use the **Model form** below.

**Effects:** we will refund all payments received, **excluding return shipping costs** (at your expense), within 14 days from receipt of your communication; we may withhold the refund until we have received the goods or proof of shipment.

**Return:** send the goods back intact, complete with packaging/accessories, within 14 days of the communication.

**Hygiene/health exceptions:** withdrawal is **excluded** for **opened** or unsealed bottles. **Closed and intact** bottles can be returned.

**Return address:** Via Borromeo 116, 50026 San Casciano in Val di Pesa (FI) – Italy (or the one indicated in our instructions).

### 9) Legal guarantee of conformity

Valid for **2 years** from delivery (consumers) and applies to non-conformities present at delivery and manifested within that term. In the **first 12 months** there is a presumption in favor of the consumer. Remedies are: repair/replacement, price reduction, or termination, according to the law. For food goods, non-conformity includes alterations **before the TMC** if the product has been properly stored. Keep proof of purchase and the label.

#### 10) Liability limitations

We are not liable for delays/impossibility of delivery due to force majeure, natural events, strikes, technical failures, or courier conduct. The oil is intended exclusively for **food use**; cosmetic/industrial use is prohibited.

#### 11) Complaints and support

Write to <u>ladinumoil@gmail.com</u> or via the indicated fast channels. We typically respond within 2 business days.

#### 12) Out-of-court dispute resolution (ADR)

Consumers may apply to an **ADR Body** listed in the national register pursuant to Arts. 141-bis et seq. of the Consumer Code. At present we do not adhere to a specific body; you may propose one and we will assess adherence. (The previous EU ODR Platform has been discontinued.)

#### 13) Governing law and jurisdiction

Italian law. For disputes with EU consumers, the **court of the consumer's place of residence/domicile** has jurisdiction. For non-consumers, ordinary rules apply.

#### 14) Changes

We may update these Terms: the version in force is the one published on the site on the date of the order.

#### **Model withdrawal form**

(Complete and send only if you wish to withdraw from the contract)

- Addressee: Trendly di Catarzi Niccolò, Via Borromeo 116, 50026 San Casciano in Val di Pesa (FI), e-mail: <a href="mailto:ladinumoil@gmail.com">ladinumoil@gmail.com</a>
- I/We () hereby give notice that I/We () withdraw from my/our () contract for the sale of the following goods ()
- Ordered on ()/received on ()
- Name of consumer(s)

- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date
- (\*) Delete as appropriate.