Conditions of sale



Definitions

The terms contained in these general conditions do not deprive the buyer, if he is a consumer, of the rights attributed to him by the current and applicable laws, including the rights and actions referred to in Legislative Decree 6 September 2005 n. 206. VieffeTrade Srl, Viale Europa 24/B - Zl Camol, 33070 - Brugnera (PN) - Italy carries out its online sales activity using its website which can be reached at https://www.vieffetrade.com and declares that you wish to be contacted at the following email address: info@vieffetrade.com. CUSTOMER is the person indicated in the order with which the contract is concluded in accordance with the provisions of these general contract conditions. The User who registers proposed by VieffeTrade Srl on its website in order to reach certain areas of the website with regulated access is also considered a Customer.



Premise

These general online sales conditions govern the contract for the sale of products offered by VieffeTrade Srl, they are published on this site to be read by the Customer before making a purchase and accepted together with the order. The Customer who intends to proceed with the purchase of the products must express this desire through a request made directly on the Site where, following the procedures indicated, he will forward his purchase order and the related payment. By placing the order it is understood that the Customer has accepted and accepts these conditions of sale.

- 1) On the website https://www.vieffetrade.com the Customer will only find original products covered by the manufacturer's warranty. If the purchased item is not deemed to conform to your expectations, the responsibility does not fall on the company VieffeTrade Srl, which acts as an intermediary as a reseller: VieffeTrade Srl undertakes to provide the Customer with the requested product new, original and perfectly packaged in its original packaging. The Customer has 14 calendar days to submit the right of withdrawal request.
- 2) Each product sheet shows the shipping days of the product to which it refers:
- The wording **Immediate Shipping!** indicates that the item is already available in our warehouses and that it can be shipped approximately within 1-3 working days after the payment has been credited.
- The wording **Shipment within __ working days** indicates that the product must be ordered from the supplier; in this case the shipping days shown are an estimate received in turn from the supplier himself; any delays due to production problems are therefore possible. In some cases the Customer will be contacted and informed and will be able to decide whether to wait or request cancellation of the order with immediate reimbursement, without claiming any compensation.
- 3) Shipping days means the number of days expected and necessary for the product to depart

from our warehouses and not the actual delivery date which varies depending on the destination and type of product ordered. Delivery can take place within 24/48 hours (shipments and deliveries in Italian territory) and up to 8/12 working days for bulky or delicate products which are entrusted to non-express couriers but indicated for the transport of particularly delicate/fragile material. Logistical or health problems can sometimes create further delays. The home delivery option (valid only in Italy) with possible installation requires approximately 6 working days more than standard street level delivery to be processed.

- 4) If the delivery of the goods is expected in a disadvantaged area, i.e. locations with access restrictions and limitations, areas with exclusive pedestrian access, narrow, steep or impervious streets and roads, not passable by bulky vehicles normally used by couriers for unloading goods, the Customer must communicate this to VieffeTrade Srl within 48 hours of placing the order. In the absence of this, the courier will be unable to deliver the goods and VieffeTrade Srl will be forced to arrange for the order to be returned to the relevant warehouse. In this case, the collection or a second shipment of the goods according to any new provisions will be the responsibility of the Customer, at his own expense.
- 5) VieffeTrade Srl is not responsible in any way for delays in delivery due to couriers or production problems of its supplier. VieffeTrade Srl is not responsible for the bad work of couriers and transporters or assemblers for the damage of things. The Customer, by accepting the conditions of sale, undertakes to respect the above and not to leave negative reviews that conflict with what was accepted before placing the order.



Warrantv

All **items** on the VieffeTrade Srl website are **new**, **authentic**, delivered with original packaging, unless otherwise indicated in the sales offer and are certified and/or approved for the Italian market in compliance with the legislation in force on the date of entry in the market; It is the Consumer's responsibility to verify the compatibility of the product in accordance with their national legislation of reference. Pursuant to Legislative Decree 206/2005 "Consumer Code", all products on sale on this site are **covered by a 24-month legal guarantee**. Based on the 24 month Legal Guarantee. VieffeTrade Srl is responsible towards the consumer for

Based on the 24 month Legal Guarantee, VieffeTrade Srl is responsible towards the consumer for defects of conformity not found at the time of purchase. The lack of conformity exists when the product is not suitable for the use for which it is usually intended, does not conform to the description or does not possess the qualities promised by the seller, does not offer the usual qualities and performances of a good of the same type, does not it is suitable for the particular use desired by the consumer if brought to the attention of the seller at the time of purchase and accepted by the seller: art. 129 of the Consumer Code. The lack of conformity that occurs within 24 months from the date of purchase of the goods must be reported within 1 month following the date of discovery of the defect. Unless proven otherwise, it is presumed that defects of conformity which appear within 3 months of delivery of the goods already existed on that date; breakages, damage and reduced usefulness found in the use of the goods are not defects of conformity. In the

event of a lack of conformity, the consumer has the right to have the conformity of the goods restored, without charge, by repair or replacement at Vieffetrade's choice. The consumer can ask the seller, at his choice, to repair the good or replace it, without costs in both cases, unless the requested remedy is objectively impossible or excessively onerous compared to the other. Repairs or replacements must be carried out within a reasonable period of time from the Consumer's request, the average time for returning the product to the Consumer is 29 days. If VieffeTrade Srl is unable to return the repaired product within the maximum period of 60 days, the consumer may request one of the alternative remedies: replacement, termination of the contract, price reduction.

Times and methods of exercising the Legal Guarantee

The Customer must:

- **1.** Send a written communication to VieffeTrade Srl, indicating the product defect and one or more illustrative photos of the problem;
- 2. Wait for the return authorization with the file identifier which will be communicated by VieffeTrade Srl;
- **3.** Prepare the product for shipping by carefully packaging it and enclosing all accessories, the instruction manual and everything originally contained in the product packaging;
- **4.** Indicate the Return Authorization Number assigned by VieffeTrade Srl on the packaging. The transporter will contact the Customer to arrange collection of the product, the Customer's unavailability by telephone will delay the collection of the product.

In the absence of the original packaging and all the components of the product VieffeTrade Srl will not be required to carry out any intervention and the Legal Guarantee will be considered void.

Warranty Extension (only for purchases and shipments within Italian territory)

All large household appliances on sale on Vieffetrade.com include the possibility of extending the warranty on the product by paying for an additional service, the cost of which varies in relation to the price range of the product itself. This warranty extension service adds 3 years of coverage compared to the standard 2-year warranty and is provided by Garanzia3.

Following the shipment of the order by us, the customer who chooses to purchase the extended warranty on his appliance receives an **email activating the service** to be carried out directly on the Garanzia3 website **within one year** of receiving it.

If the extension is not activated within the deadlines, the possibility of activation itself expires.



All prices on the site are net and inclusive of VAT.

For holders of a VAT number from a member state of the European Union, excluding Italy, this is

deducted at the end of the cart before confirming the order.

VieffeTrade SrI reserves the right to change prices at any time, without notice in the event of price fluctuations for the types of goods treated.



Order acceptance

By sales contract we mean the order which has as its object the remote purchase of goods and products by a consumer customer and the VieffeTrade Srl Supplier. The contract is concluded using exclusively the Internet technologies made available by VieffeTrade Srl at the web address https://www.vieffetrade.com . The Customer, with the electronic confirmation of the order, declares to have read and read, to fully accept the conditions of sale and payment indicated in the purchase process, and also undertakes to print and keep the conditions of sale reported below as provided for by articles 3 and 4 of Legislative Decree no. 185/1999. The order transmitted must be considered subject to approval by VieffeTrade Srl, regardless of the emails that the system sends automatically. Only after having checked the accuracy of all the data transmitted and having received the relevant payment, you will receive our acceptance and confirmation of the order by email. For products ordered and customized by the Customer through the selection of specific finishes, it will no longer be possible to make changes or cancel the order once our order confirmation has been sent; as per European Directive 2011/83/EU, the right of withdrawal is not foreseen for these products. Any errors in prices, technical descriptions or images on the site or sudden price increases by our suppliers, out of stock or other cases beyond our control, may cause the order to be canceled even after our confirmation; in this case the Customer will be informed and reimbursed in full the amount paid. Any right to compensation for damages or compensation to the Customer is excluded, as is any other contractual or non-contractual liability for indirect damage to people and/or things caused by non-acceptance, even partial, of an order. Technical data sheets and images of the products published refer to what is provided by the manufacturers, our company has no responsibility for any errors contained or changes made without notice. By sending the order, the Customer declared that he knows the goods he is purchasing and that he has independently informed himself about its characteristics and functionality.



Order cancellation

You can cancel your order within 24 hours of receiving our order confirmation. Any refund will be made within 14 days.



Delivery to street level, delivery to floor or direct collection

VieffeTrade Srl provides delivery of the products on the website to all EU countries + Switzerland + **United Kingdom**.

Delivery may be standard at street level using vehicles driven by a single driver; for this reason, if bulky products are involved, the Customer must collaborate in unloading. This delivery option does not include the collection of used goods (RAEE).

ATTENTION: if the shipping address indicated during the order corresponds to a location with restrictions and limitations of access to vehicles normally used by couriers, VieffeTrade Srl assumes no responsibility for any failure to deliver. In these cases, the goods are redirected to the courier's sorting branch and a storage procedure is opened with costs borne by the buyer. "Locations with restrictions and limitations of access" mean areas with exclusive pedestrian access, narrow, steep or impervious streets and roads, not passable in any way by bulky vehicles used for unloading goods, Venice and the Islands.

Delivery by appointment is available, a service that allows you to be notified when the ordered material is arriving by agreeing the delivery time slot with the courier; this option is requested at the end of the cart.

During the summer and Christmas periods there are shipping limitations .

VieffeTrade Srl provides the possibility of collecting the ordered material directly from its warehouses by appointment once you have received our confirmation email that the ordered material is available; in this case the goods travel under the responsibility of the recipient.

[ONLY FOR DELIVERIES WITHIN ITALY]

At the customer's choice, it is possible to select delivery to the floor with possible installation and collection of the used goods; this delivery option requires approximately 6 working days more than the standard delivery to the street level to be processed and involves additional costs.

ATTENTION: the installation service is not provided for sinks, gas hobs, kitchen hoods and taps, fireplaces and fireplaces, sanitary ware, etc.

The service is carried out by **Fercam Home Delivery**.

Terms and Conditions delivery to floor and delivery to floor with installation

- @Home Delivery Solutions is a floor delivery and installation service provided and managed directly by Fercam SpA, which guarantees that the planned operations are carried out in full compliance with current regulations, therefore VieffeTrade Srl does not consider itself directly responsible for any damage caused to people or things by Fercam @Home Delivery Solutions operators during and after the performance of the purchased service.
- The customer who decides to avail of and purchase the floor delivery or delivery with installation service, as this is a service performed by third parties (@Home Delivery Solutions), therefore exonerates and relieves Vieffetrade Srl from any civil and criminal liability, even objective, for any damage to property or accidents to persons suffered during or following the performance of the operations envisaged by the service.
- Any anomalies must be reported in the document that the operator will have signed at the end of the work; the company @Home Delivery Solutions will take care of completing any unfinished work or opening the reimbursement procedure for any accidental damage.



Delivery time

Each product sheet reports the shipping days of the product to which it refers:

- The wording Immediate Shipping! indicates that the item is already available in our warehouses and that it can be shipped approximately within 1-3 working days after the payment has been

credited.

- The wording **Shipment within** __ **working days** indicates that the product must be ordered from the supplier; in this case the shipping days shown are an estimate received in turn from the supplier himself; any delays due to production problems are therefore possible. In some cases the Customer will be contacted and informed and will be able to decide whether to wait or request cancellation of the order with immediate reimbursement, without claiming any compensation. **Shipping days** means the number of days expected and necessary for **the product to depart from our warehouses and not the actual delivery date** which varies depending on the destination and type of product ordered. Delivery can take place within 24/48 hours (shipments and deliveries in Italian territory) and up to 8/12 working days for bulky or delicate products which are entrusted to non-express couriers but indicated for the transport of particularly delicate/fragile material. Logistical or health problems can sometimes create further delays.

The home delivery option (valid only in Italy) with possible installation requires approximately 6 working days more than standard street level delivery to be processed.

If the delivery of the goods is expected in a disadvantaged area, i.e. locations with access restrictions and limitations, areas with exclusive pedestrian access, narrow, steep or impervious streets and roads, not practicable by bulky vehicles normally used by couriers for unloading goods, the The customer is required to communicate this to Vieffetrade srl within 48 hours of placing the order.

In the absence of this, the courier will be unable to deliver the goods and VieffeTrade SrI will be forced to arrange for the order to be returned to the relevant warehouse. In this case, the collection or a second shipment of the goods according to any new provisions will be the responsibility of the Customer, at his own expense.

ATTENTION: the delivery days indicated for products not available for immediate shipment represent an estimate and therefore may be subject to advances or delays not directly attributable to VieffeTrade Srl (production delays, shipping delays, holidays). In case of delays, the customer will be notified and will be able to decide whether to wait or request cancellation of the order with relative refund. This does not constitute a breach of contract on the part of VieffeTrade Srl. When there are multiple products in the same order, a single shipment is made and the item with the longest shipping time is valid.



Shipment block

During the summer and Christmas period we do not make deliveries:

- > month of AUGUST, from 31 July to 31 August;
- > month of DECEMBER, from December 20th to the following January 7th .

The last day for sending products with immediate shipping will be **July 31st** (August holidays closing) and **December 20th** (Christmas holidays closing).

Please pay attention to items that indicate a shipping time of 6 working days or more: if orders are placed **after July 15th and December 7th,** delivery will be postponed to the following month (September, January).

During the closure it is possible to place orders normally, delivery times will start from the first

working day of return; we will however respond to all emails sent to the following address: info@vieffetrade.com .

Shipments are also suspended due to natural disasters that make transport more difficult such as heavy snowfall, river overflows, reported traffic dangers, epidemiologies and infections, popular uprisings and traffic blockages.

VieffeTrade Srl is not responsible in any way for delays in delivery due to couriers or production problems of its supplier. VeffeTrade Srl is not responsible for the bad work of couriers and transporters or assemblers for the damage of things.



At the time of delivery, the Customer is required to check that the number of packages delivered and their external appearance corresponds to what is indicated in the transport document and to verify that the packaging is intact and to keep it.

In the event of tampering, breakages, cuts, marks or wet packaging, the Customer must accept the goods "SUBJECT TO INSPECTION", describing the damage in detail on the courier's delivery receipt. Example: "Control reserve for dented cardboard, broken polystyrene, etc".

The description of the damage is essential as generic reserves are not sufficient to open a damage claim against the courier, making it impossible to be reimbursed or for the product to be replaced. In the event of obvious damage to the packages, the Customer can refuse delivery by indicating the reason for non-collection on the courier's receipt; once the item has been returned, VieffeTrade Srl will have the right to decide whether to proceed with the replacement of the goods or with the refund.

Then check the product: it must correspond to what was ordered, must be intact and free from any anomalies or defects; if problems are found, these must be communicated WITHIN 48 hours of receipt by sending an email with attached photos clearly illustrating the problem to info@vieffetrade.com. We do not accept complaints regarding damage, anomalies, defects and non-compliance with the order after 48 hours from delivery.

In case of damage, the product must not be used or installed; it is also **necessary to retain the original packaging which will be used for the return of the product to be replaced**. It will be the Customer's responsibility to repack the product itself, preparing it for collection.

The collection of the goods will be carried out exclusively on the street level, outside the home. **No** collections are made at home or on the floor .

If the product is tampered with, installed or used, the replacement becomes void.

Complaints for other reasons must be sent exclusively within 8 calendar days of receipt of the goods, after this period our company no longer accepts any complaints.



Right of withdrawal

Pursuant to art. 52 of the Consumer Code Legislative Decree no. 21/2014 and EEC Directive 2011/83 **if the Customer is a consumer**, i.e. a natural person who purchases the goods for purposes unrelated to any entrepreneurial, professional or work activity carried out, or does not make the purchase by indicating a reference in the order form VAT number, **has the right to**

withdraw within 14 days of the contract for any reason , without the need to provide explanations and without any penalty with consequent reimbursement of the purchase price. If the consumer customer is not satisfied with the goods purchased on the site https://www.vieffetrade.com, he/she will be able to return the products and obtain a refund of the advance amount excluding shipping costs.

- How to communicate your desire to exercise the right of withdrawal

To make use of this right you must communicate the request to VieffeTrade Srl by sending an email to info@vieffetrade.com or registered letter.

The communication must indicate:

- the Customer's willingness to exercise the right of withdrawal;
- order number;
- goods for which he exercises the right of withdrawal.

The Customer must wait for authorization for the return from VieffeTrade Srl; Once received, you will return it within 8 days at your own expense.

- Responsibilities of the Customer during withdrawal

VieffeTrade Srl is not responsible for any damage relating to returned products caused by the courier due to damage, theft or loss.

The responsibility during the return phase is entirely borne by the Customer.

The products must be returned:

- in the original packaging;
- perfectly packaged, intact and unused;
- no later than 15 days from our authorization for the return with delivery to our warehouse within these terms.

If even just one of these conditions is not respected, the right of withdrawal will lapse and a refund of the purchased item will not be possible.

The right of withdrawal can only be exercised with regard to the product purchased in its entirety, it is not possible to exercise withdrawal only on part of the purchased product or if the quantity per item is greater than two pieces as the customer has the right to purchase only one piece single per test.

- Control phase and acceptance or refusal of withdrawal

Once returned and the products have been checked by VieffeTrade Srl, if all the above-mentioned requirements are respected, the refund of the products purchased will be made within a maximum limit of 14 days.

The control by specialized warehouse personnel will consist of the following operations:

- verification of the integrity of the packaging;
- verification of the integrity of the product itself.

In the presence of anomalies, Vieffetrade Srl may reserve the right to:

- reduce the value of the amount paid for the product by 10 to 35% in the first case, depending on the condition in which the packaging appears upon entry into our warehouse;

- refuse to accept the withdrawal in the second case, as products that are not intact or that appear to have been used (even in possible contradiction with what was previously declared by the Customer) cannot be approved by our verification process.

- Products excluded from the right of withdrawal

Personalized products: according to Directive 2011/83/EU consumer rights, the right of withdrawal cannot be exercised for goods made to measure or clearly personalized.

Under no circumstances will it be possible to withdraw the order or exercise the right of withdrawal for the following types of products:

- Furnishings (tables, chairs, stools, consoles, cupboards, sideboards, furniture in general);
- Beds and mattresses:
- Bathroom furniture;
- Shower cabin and shower trays;
- Professional kitchens;
- Wood stoves and pellet stoves;
- Some types of sinks and taps available in various finishes.



Documents issued

VieffeTrade SrI issues the Customer with a regular receipt affixed to the package, or upon specific request, an invoice is issued which will be sent automatically by our IT system via e-mail in PDF format.

The request to issue an invoice must be made at the time of the order via the appropriate field and subsequent requests are not accepted.



Other conditions

Conclusion of the contract and acceptance of the general conditions of sale:

- 1. If the Customer is a consumer (i.e. a natural person who purchases the goods for purposes unrelated to any entrepreneurial, professional or work activity carried out, or does not make the purchase by indicating a VAT number reference in the order form), the contracts concluded with VieffeTrade Srl by accessing the Site are governed by Legislative Decree 6 September 2005 n. 206 (Consumer Code). VieffeTrade Srl also complies with the obligations deriving from Legislative Decree 9 April 2003 n. 70 (Implementation of Directive 2000/31/EC relating to certain legal aspects of information society services in the internal market, with particular reference to electronic commerce).
- 2. The contract stipulated between VieffeTrade Srl and the Customer must be considered concluded when the order sent by the Customer in compliance with the purchase procedure indicated on the Site reaches the address of the Site. The order sent by the Customer will be binding for VieffeTrade Srl only if the entire purchase procedure has been completed regularly and correctly, without any error messages being highlighted by the Site.
- 3. By forwarding the order to VieffeTrade Srl, the Customer acknowledges and declares to have

read all the information provided during the purchase procedure and to fully accept the general conditions of sale (mandatory flag before placing the order).



Purchase methods

4. The Customer can only purchase the products present in the Site catalog at the time the order is placed, as described in the relevant technical information sheets.

The order cannot be placed in relation to products which, although present in the Site catalogue, are indicated as unavailable. In any case, the products on the Site are offered until their availability is exhausted.

The image accompanying the descriptive sheet of a product may not be perfectly representative of its characteristics, but may differ in colour, dimensions and accessory elements present in the figure. The technical information to support the purchase is provided by the manufacturers and must be understood as simple generic information material.

5. The correct receipt of the order is confirmed by VieffeTrade Srl by means of an e-mail communication, sent to the e-mail address indicated by the Customer at the time of the order. The confirmation communication will contain the identification number, the date and time of placing the order, the indication of the products purchased, the relative price, delivery costs, the data provided by the Customer for invoicing and delivery, the payment method chosen by the Customer and a summary of the general conditions of sale.

The Customer must immediately verify the content of the communication and immediately report any errors or omissions to VieffeTrade Srl.



Recipient delivery method

For each order placed, VieffeTrade Srl issues a receipt or invoice and will be sent via email pursuant to Article 14 of Presidential Decree 445/2000 and Legislative Decree 52/2004. For issuing the invoice, the information provided by the Customer at the time of the order is valid. No changes to the invoice will be possible after it has been issued.

- 6. Delivery costs are borne by the Customer, in the amount indicated at the time of the order. Payment for the goods by the Customer will take place using the method chosen when placing the order, please check that the address and telephone number are correct and complete. We assume no responsibility for delays or non-deliveries following incorrect indications. If the material is returned to us due to non-delivery (wrong address or failure to collect it by the customer), the customer will be charged for the return + reshipment costs.
- 7. For the delivery of the goods, the presence of the Customer or his representative is required at the recipient's address indicated in the order, this takes place at the street front (unless other indications published on the site). Upon delivery of the goods by the courier, the Customer is required to check that the number of packages delivered corresponds to what is indicated on the transport document (DDT), that the packaging is intact, not damaged, wet or in any case altered, even in the closing materials. Any damage to the packaging and/or the product or the mismatch in the number of packages or indications must be immediately reported, placing a written control reservation on the Courier's proof of delivery. Once the courier document has been signed, the

Customer will not be able to make any objections regarding the external characteristics of what was delivered.

- 8. Without prejudice to the deadline of thirty days from receipt of the order, the times established for delivery of the goods must be considered indicative. The courier does not provide telephone notice to the Customer. In case of absence of the Customer, a second step or a telephone contact by the courier is foreseen to arrange a redelivery within the following 24 hours. If the redelivery also fails, VieffeTrade Srl will attempt to contact the Customer to define and possibly resolve the causes of the non-delivery. In the event of a negative outcome, the order will be considered canceled due to the impossibility of delivery. VieffeTrade Srl will communicate the cancellation to the Customer via e-mail. Any amount already paid by the Customer will be returned to him, with the deduction of the costs incurred for delivery attempts.
- 9. If it is unable to deliver the ordered goods following its unavailability, even temporary, VieffeTrade Srl will promptly notify the Customer via email. Any amount already paid by the Customer will be refunded as soon as possible, and in any case no later than thirty days from receipt of the purchase order.

WEEE contribution

Decree 151, in response to the new obligations imposed on Producers regarding the collection and treatment of electrical and electronic waste, provides for a financial instrument, defined as "WEEE Contribution", to allow the latter to bear the costs relating to the management of WEEE.

The "WEEE contribution", also called "WEEE eco-contribution", consists of an additional cost item applied by the Manufacturer to the products covered by the Regulation placed on the market. The "WEEE contribution" is functional exclusively to covering the costs of managing WEEE and does not represent a source of profit for the Producers, for the Collective Systems, nor for the point of sale. The Law allows Manufacturers to decide whether to make it visible, i.e. separated from the price of the product, visible fee, or invisible, i.e. incorporate it into the total selling price of the product. A decision that will bind all the subjects of the commercial chain in the sales activities of the product itself. In fact, it is established by Legislative Decree 151/05 that if the WEEE contribution is made visible by the Producer, the Distributor is obliged to indicate to the final purchaser the price of the product separate from the cost of managing the WEEE. The management cost must be identical to that identified by the Manufacturer, remaining unchanged during the commercial steps of the entire supply chain.

The "WEEE Contribution" is expected to be paid upon purchase of a new product, by the Consumer to the Distributor. The Distributor pays it to the Manufacturer, who, in turn, passes it on to the Consortium to which he belongs and which guarantees in his name the fulfillment of the legal obligations required.

VieffeTrade Srl applies the DL by inserting the cost of the contribution within the price of the product and during the invoicing phase the total due is always separate from the cost of the item.

Applicable law and competent court

The sales contract between the Customer and VieffeTrade Srl is governed by Italian law, with the exclusion of the operation of conflict rules. For civil disputes concerning sales contracts between the Customer and VieffeTrade Srl concluded through the Site, if the Customer is a consumer, the territorial jurisdiction belongs to the judge of the Customer's place of residence or domicile, if located in Italy. In all other cases, territorial jurisdiction lies exclusively with the Court of Pordenone.