General Terms of Use and Sale

INTRODUCTION

The general terms of use and sale set out below define, in compliance with current consumer protection regulations, the conditions and methods by which any User may use the e-commerce websites under the domains www.planet-group.it and www.exactlabel.com and proceed with online purchases of products. These terms of sale govern the sale of both manufactured and marketed products by Planet Group S.r.I.

1 - Website Terms of Use

Access, use, and any other enjoyment of the website are activities governed by these general terms.

Visiting the websites <u>www.planet-group.it</u> and <u>www.exactlabel.com</u> as well as purchasing the products promoted therein, implies knowledge and acceptance of these General Terms. For the processing of personal data, please refer to the <u>privacy policy</u> and <u>cookie policy</u> published on the websites.

The use of the websites and related orders may only be carried out by individuals over the age of 18, therefore, by using the services, the User declares to be of legal age and is required to provide accurate and truthful information. The User is solely responsible for the truthfulness, accuracy, and completeness of the information provided, including those required to obtain access credentials to their account and the reserved sections of the websites. Any changes to personal data must be made by the User before placing an order.

The websites are dedicated to both wholesale and retail sales of the available and/or customised products.

If the User wishes to request non-customisable products directly from the website, they may send the relevant request via email to info@exactlabel.com, or call **+39 0721 283801** to receive information and obtain a specific quotation.

For any enquiries regarding orders, shipments, right of withdrawal, warranties, refunds, and returns of goods purchased through the website, as well as for any information and/or assistance regarding the services provided via the website, please contact the seller at the following number: +39 0721 283801 or send an email to info@exactlabel.com.

2 - Products

All information and data regarding the products provided on the websites or in other seller documents are indicative and illustrative.

It is the User's responsibility to ensure, before placing an order through the websites, that the products are suitable for the intended purpose and/or specific use for which they are being purchased.

3 - Orders

The order placed by the User is confirmed by **Planet Group S.r.l.** via an email confirmation, which includes the order number and date, shipping date and costs, product prices, and quantities. All orders are subject to acceptance by **Planet Group S.r.l.**

Product prices are indicated in euros (€), excluding VAT, and are calculated based on the price list in force at the time of the order. Prices may vary due to market fluctuations.

The User undertakes to verify the accuracy of all personal data contained in the order confirmation and to promptly inform the Seller of any necessary corrections and/or modifications. The sales contract will only be binding for the Seller upon sending the order confirmation and its receipt by the User.

The acceptance and processing of orders placed through the websites are subject to the actual availability of products at the time of receipt of the order request. The Seller expressly reserves the right to refuse an order for any reason. If the order is not accepted, the Seller will promptly inform the User.

4 - Order Processing Times

The order processing time is the period between the receipt of the order and the delivery of the product to the courier.

All orders for products available in stock will be processed within **24 to 72 hours**, **excluding public holidays**.

Processing times for products not available in stock will be communicated via a specific email.

5 - Shipping Methods and Costs Calculation

Shipping is handled by our contracted couriers.

Shipping costs are automatically calculated by our system based on the destination country and the total weight of the products.

6 - Payment Methods

- Bank Transfer

For payments via advance bank transfer, the order will only be processed once the funds have been credited to Planet Group S.r.l.'s bank account.

This credit must occur within 5 working days from the order acceptance date; otherwise, the order will be automatically cancelled.

Bank details:

Planet Group S.r.l.

BANCA SELLA SPA

Head Office

Piazza Gaudenzio Sella, 1

13900 BIELLA

CIN₇

ABI 03268

CAB 22300

Current Account Number: 052225582420 IBAN: IT 36 Z 03268 22300 052225582420

BIC-SWIFT: SELBIT2BXXX

- Credit Cards

For credit card payments, at the time of the transaction, the banking institution authorises only the commitment of the amount relating to the purchase made.

Accepted credit cards:







- PayPal



Online transactions via credit card are carried out directly by the bank through a secure server using a certified protection system.

Occasionally, the Seller may request additional information from the User to verify their identity. In such cases, the User will be contacted via email or telephone.

7 - Invoicing Methods

The invoicing methods are the same for both private individuals and commercial operators. In the case of advance payment, a corresponding advance invoice will be issued, followed by a zero-balance invoice for shipment, with submission to the Interchange System (S.D.I.).

8 - Warranty, Liability for Defective Products, and Tolerances

The Seller guarantees the User that the Products supplied will be in good condition and conform to the sales contract and must be properly stored.

Planet Group s.r.l. disclaims any liability for defects caused by prolonged storage of labels in the User's warehouses, who must adhere to the instructions provided on the packaging and/or the technical sheets available on the website.

If the User customises adhesive labels via the Exact Label website and the file provided for printing does not comply with the guidelines stated in the instructions, **Planet Group s.r.l.** is exempt from any liability.

The colour rendering of the finished product may not match the image displayed on computer monitors due to the colour profile settings and the material chosen at the time of order.

Therefore, in the absence of a colour proof and/or print proof, **Planet Group s.r.l.** is exempt from any liability for any discrepancies.

The ordered quantities are subject to the following tolerance limits:

- Up to 10,000 labels: tolerance of +/- 10%;
- From 10,001 to 30,000 labels: tolerance of +/- 8%;
- Over 30,000 labels: tolerance of +/- 5%.

Different tolerances from those stated above may be agreed upon at the time of order and/or depend on the requested packaging.

Upon delivery of the products, the User is required to check:

- a. That the package is intact, undamaged, and conforms to the standard characteristics of a package;
- b. That the number of parcels indicated on the invoice or on the transport documents corresponds to the actual number of parcels delivered;
- c. In the case of pallet delivery, ensure that the film is intact, well-adhered, and without any unusual openings.

If the User notices damage due to transport or suspects missing products, they must sign the courier's Transport Document (D.D.T.) with "Accepted with reservation" specifying the reasons, or reject the damaged goods. Without a written reservation, it will not be possible to claim damages or shortages.

All products manufactured and marketed by Planet Group s.r.l. are covered by warranties for manufacturing defects and/or non-conformity.

Pursuant to Article 1495 of the Civil Code, the expiry period for reporting defects is:

- · 8 days from receipt for apparent defects;
- 8 days from the discovery date for hidden defects.

9 - Right of Withdrawal

The right of withdrawal is regulated by Articles 52 and following of the Consumer Code. The User has the **right to withdraw** from the sales contract **without providing any reason within 14 days from the day the product is delivered**, meaning the day the User or a third party designated by the User (other than the carrier) takes physical possession of the goods. **The withdrawal period expires 14 days after the delivery date**.

The withdrawal notice may be sent to the Seller by registered letter with acknowledgment of receipt to **Planet Group s.r.l.**, via Toscana no. 9, 61122 Pesaro (PU), by email, or by certified email to: info@planet-group.it, info@exactlabel.com, or planetgroupsrl@legalmail.it, including the following information: order number and date, User's details, and bank details for the refund (only if the payment was made by bank transfer). If the advance payment was made via another method, the refund will be issued using the same payment method used for the order.

After sending the withdrawal notice, the **User must return the products to the above address within 14 working days.** The return costs are borne by the User.

The right of withdrawal applies only to the entire purchased product and is not permitted for parts of the purchased product.

The User does not have the right to withdraw for customised products.

10 - Events Beyond Our Control

An event beyond our control refers to any act or event outside the Seller's reasonable control, including but not limited to strikes, lockouts, third-party industrial actions, civil unrest, riots, invasions, terrorist attacks or threats of such attacks, war (declared or undeclared), war preparations, fires, explosions, storms, floods, earthquakes, subsidence, epidemics, or other natural disasters, or failures/malfunctions of the Website, its applications, and/or public or private telecommunications networks.

If an Event Beyond the Seller's Control affects the Website's functionality and/or the

Seller's obligations under these General Conditions:

- a. The User will be contacted as soon as reasonably possible for updates;
- b. The Seller's obligations under these General Conditions will be suspended, and the fulfilment period will be extended for the duration of the Event Beyond Our Control.

If the Event Beyond Our Control affects the delivery time, the Seller will inform the User of the new delivery date once the issue is resolved.

11 - Applicable Law and Dispute Resolution

These General Conditions are governed and interpreted according to Italian law.

Consequently, the interpretation, execution, and resolution of these General Conditions are subject exclusively to Italian law.

The Seller is always available to seek an amicable resolution of disputes through the contacts provided above.

However, the User retains the right to refer disputes arising from these General Conditions to the competent ordinary judge, regardless of the outcome of any out-of-court settlement procedure. Furthermore, where applicable, the User may pursue an out-of-court resolution of consumer disputes as per Part V, Title II-bis of the Consumer Code (Legislative Decree No. 206/2005).

If the User acts within their business, commercial, artisanal, or professional capacity, the parties agree to the exclusive jurisdiction of the Court of Pesaro.

12 - Amendments and Updates

The Seller may unilaterally amend these General Conditions at any time.

The new version will be notified to Users via publication on the Website, with adequate notice before coming into effect. The Seller will specify the reasons for the changes, providing full details to end consumers.

The new versions of the General Conditions will be effective from the date of publication on the Website and will apply to Orders placed thereafter.

Last update: 01/07/2025