



WOOD-SKIN®

WITHDRAWAL FORM

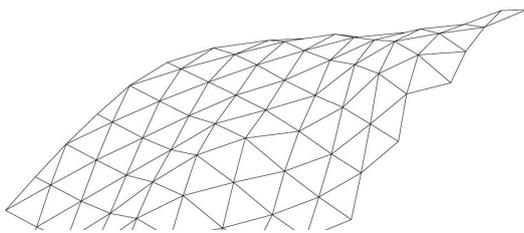
PURSUANT TO ART. 49 PARAGRAPH 1, LETT. H OF LEGISLATIVE DECREE 21/2014

The undersigned, _____, hereby notifies the termination of the sale contract no. _____ dated _____ with specific regard to the following items: _____ received on date _____

Date _____

Signature _____

Please complete and submit this form to the address info@wood-skin.com only if you want to terminate the contract. The rule applied to the recess is provided in "Terms and Conditions" section of our website



**REDEFINING
MATERIAL
PROPERTIES**

ITALIAN PATENTED TECHNOLOGY

WOOD-SKIN S.r.l.
via Marcantonio dal Re, 24
20156 Milano - Italy
tel. +39 02 87036995
info@wood-skin.com
P.IVA / VAT No: 08311500964



1. Preamble

WOOD-SKIN S.R.L. (hereinafter “**WS**”) is an innovative start-up company who has invented a flexible interface layer (as well as a proceeding to create the flexible interface layer itself) conceived for making composite, innovative surfaces and materials with endless shapes. WS wishes to offer Wood-Skin® branded products for sale on the online store section of the website <https://wood-skin.com>, (hereinafter the “**Products**”).

2. General Information

1. These general terms of sale (hereinafter “**General terms**”) are created in accordance with the provisions of the Italian Legislative Decree no. 70 of 2003 concerning information society services and electronic commerce, and Italian Legislative Decree no. 206 of 2005 (hereinafter “**Consumer Code**”) and, in particular, Chapter I of Title III of Part III (art. 45 to 67), which govern the supply and sale of products.
2. The General terms apply to and govern all sale contracts of the Wood-Skin® branded Products, concluded via the online store section of <https://wood-skin.com>.
3. The General terms are regularly renewed and updated to ensure they reflect the legislative and regulatory standards in place in place.
4. In all cases, the version of the General terms that is in force on the order confirmation date will apply for each sale to the user (hereinafter the “**Customer**”).

3. Object

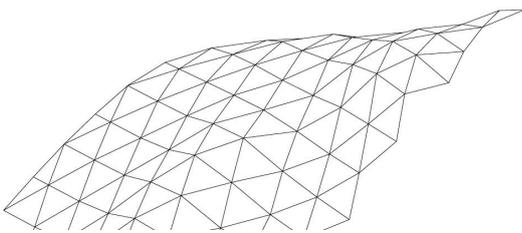
1. The General terms apply to and govern all sale contracts between WS and the

Customer via the online store section of <https://wood-skin.com>.

2. The sale contract is concluded exclusively via internet by the Customer placing an order via the online store section of <https://wood-skin.com>.

4. Information aimed at the conclusion of a Contract

1. Before placing each order, the Customer shall read and fully understand these General terms, in particular mandatory information as provided under the Consumer Code, and agree to the terms through checking a checkbox, pursuant to art. 51.1, of the Consumer Code..
2. WS warrants that before placing the order each Customer, shall fully understand that placing the order implies an obligation to pay the price of the selected Products, pursuant to art. 51.1 of the Consumer Code.
3. In order to conclude each order the Customer must confirm the financial transaction concerning the payment of the price of the selected Products. For this purpose, after having chosen the Products and confirmed the data, the online site will redirect the Customer to the page of the bank that oversees payment transactions. Orders that do not have a recorded payment transaction will be automatically deleted.
4. Upon receipt of confirmation of the validity of the payment method chosen in the order and confirmation of the same, WS will send written confirmation to the Customer via email to the email address supplied at login, pursuant to art. 51.7 of the Consumer Code.



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5. Type of Offer by WS

1. The offering of Products on the online store section of <https://wood-skin.com> constitutes an offer to the public pursuant to art. 1336 of the Italian Civil Code.
2. The compiling and correct placing of an order entails, therefore, the acceptance of the previously mentioned offer.
3. The contract, therefore, is considered to be concluded when WS becomes aware of the Customer's acceptance, formalized through the order.
4. WS however, has the right to not accept the order in the event of payment authorisation failure by the market operator.

6. Products Selection and Availability

In the exceptional case that after the conclusion of a contract the selected Products were not available, WS shall notify the Customer promptly via email, proposing the cancellation of the sale contract and the subsequent refund of the price, including any delivery costs

7. Prices and Payment Methods

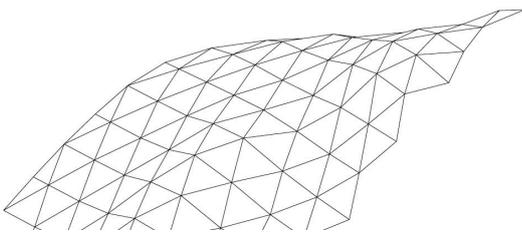
1. The sale prices are those published online on the online store section of <https://wood-skin.com> at the time of concluding the order and include VAT, if applicable in the country of delivery of the Products. Prices are given in euro.
2. The prices may be subject to change without any notice.
3. Payment for the Products may only be made using the following methods: (i) credit card (Visa, MasterCard, American Express); (ii) PayPal; (iii) bank transfer.
4. The sale price is debited when the order is concluded, pursuant to section 5.

8. Delivery terms

1. The Products are delivered via affiliated couriers, directly to the Customer, at the delivery address specified before placing the order.
2. The costs of delivery and any additional cost shall be borne by the Customer.
3. The costs of delivery offered may vary according to the Country and the method of delivery chosen by the Customer
4. The costs of delivery charged will be clearly and separately indicated in the order summary, before the Customer proceeds to the transmission of an order, as well as in the confirmation e-mail, according to section 5.
5. When the Products are delivered by WS to the courier the Customer will receive an email confirmation from WS, specifying the name of the courier used and delivery details.
6. Delivery times for the Products vary according to Country of destination and the chosen delivery method.
7. Both in Italy and abroad, the delivery process requires that, in the event that the recipient is absent when the courier arrives, said courier leaves a card with contact details to organise a second delivery, in order to successfully complete the delivery.
8. The delivery of the Products is considered complete when the Customer, or a third party specified by the Customer, and other than the carrier, takes physical possession of the Products.
9. The provisions of art. 61 of the Consumer Code, protecting the Customer, apply.

9. Obligations of Customer upon Delivery

1. Upon receipt of the Products, the Customer must check that they conform to the order, paying attention in particular to: (i)



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if the number of packages indicated on the carrier's letter corresponds to the number of packages delivered; (ii) if the packaging is intact and not damaged nor tampered with.

2. Any faults (such as, for example, tampering, damage to the packaging) must be specifically indicated directly on the courier's transport document, and the Customer should refuse delivery.

3. The Customer is advised, therefore, to sign the transport document only after the checks referred to in point 9.2. If the Customer does not comply with the previous points and, therefore, accepts delivery of the Products even if the packaging is damaged or tampered with, he shall forfeit the legal guaranty of conformity of the Products.

4. The Customer acknowledges and agrees that the cancellation of the Products represents an obligation under the sale contract concluded with WS.

5. In the event of non-delivery due to the recipient's absence at the time when the courier attempts to carry out delivery, the package will remain in storage. If the package is not collected by the Customer within the time specified on the card left by the courier, said package will be returned to WS. In the event of such a case, the contract will be considered terminated pursuant to art. 1456 of the Italian Civil Code, via simple notification from WS sent by email to the Customer. Therefore, the relevant order will be considered cancelled for all purposes. Within 15 days of the notification referred to above, WS will therefore reimburse the entire payment made by the Customer for the Products, minus the costs of the unsuccessful delivery, the costs of returning the Products to WS and any other cost that WS incurred due to the non-delivery caused by the absence or passiveness of the Customer in fulfilling the obligation to take delivery. The reimbursement due under point 8.4 will be credited by the same payment method utilised by the Customer.

10. Right of Withdrawal

1. The Customer purchasing the Products and acting as a consumer, as defined by the Consumer Code, has the right to withdraw from the sale contract of the Products, as established by art. 52 of the Italian Legislative Decree no. 206/2005, without having to provide any explanation and without penalty.

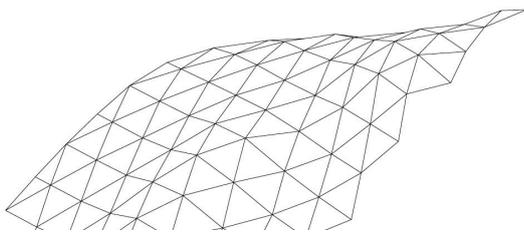
2. The Customer can exercise the right to withdraw within 14 days from the moment in which the Customer, or a third party other than the carrier and specified by the Customer, takes physical possession of the Products.

3. In the event of multiple goods ordered in a single order yet delivered separately, the period, referred to in point 10.2, will start from the day the Customer, or a third party other than the carrier and specified by the Customer, takes physical possession of the final good.

4. In the event of delivery of goods made up of multiple lots or pieces, the period, referred to in point 10.2, will start from the day the Customer, or a third party other than the carrier and specified by the Customer, takes physical possession of the final lot or piece.

5. Prior to the expiration of the period referred to in point 10.1, the Customer must inform WS of the decision to exercise the right to withdraw from the contract. To that end, the Customer may use the model withdrawal form, prepared in accordance to Annex I, Part B of the Consumer Code, that can be found at the end of this document. The model form was made available before the conclusion of the contract, as required by art. 49, paragraph 1, letter h) of the Consumer Code.

6. To exercise the right of withdrawal, pursuant to point 10.1 the Customer may as well submit any other type of unequivocal statement to WS of the decision to withdraw from the contract, and send the above-



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mentioned details via registered letter with return receipt, or fax or email, to the addresses specified in section 13.

7. The withdrawal period shall be deemed to be observed if the withdrawal notification is sent before the expiration of the withdrawal period, as set out above. In the withdrawal notification the Customer must specify the Products for which he/she intends to exercise the right to withdraw.

8. Once the withdrawal notification is received, if timely, WS will reimburse all received payments to the Customer without delay and not more than 14 days from being informed of the Customer's decision to withdraw from the contract. the reimbursement will be carried out using the same payment method utilised by the Customer for the sale for which the right to withdraw have been exercised.

9. WS will have the right to withhold reimbursement until the Products are received or until the Customer provides proof that the goods have been returned, depending on which situation occurs first.

10. The Customer, once the right to withdraw has been exercised, must return the Products, without undue delay and not more than 14 days from the date on which the decision to the withdraw from the contract was notified to WS. The Products must be return through delivery of said goods to the address specified in section 13.

11. For the sole purposes of complying with the return period, the Products are considered to be sent when they are delivered to the accepting post office or courier.

12. The Products must be returned in the original packaging that they were received in, including any additional documents, such as price tags, labels, seals, etc....

13. To return the Product the Customer may use a postal service or carrier of his/her choice.

14. The direct costs for returning the Products shall be borne by the Customer that exercises the right to withdraw.

15. All risk of loss or damage to the Products during shipment to WS is borne by the Customer.

16. As pursuant to art. 57.2 of the Consumer Code, the Customer will be liable for any diminished value of the Products resulting from the handling other than what is necessary to ascertain the nature, the characteristics and the functioning of the goods.

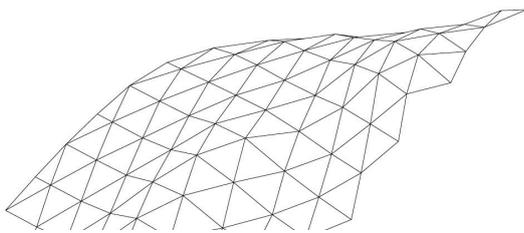
17. In the event that, having received delivery of the returned goods, WS should find a reduction in the value of the Products attributable to the Customer, WS shall be entitled to offset the amount corresponding to the aforementioned reduction in value with the amount to be reimbursed to the Customer as a result of the withdrawal; in such a case, WS shall notify the Customer within 14 days of having received the returned goods.

11. Legal Guarantee of Conformity for the Customer acting as a Consumer

1. All Products have a legal guarantee of conformity established by art. 126 of the Consumer Code, applicable, in any case, to the consumer only.

2. WS shall be liable to the Consumer for any non-conformity of the Products that exists at the time of delivery of the aforementioned goods, or that occurs within two years of delivery.

3. To qualify for the above-mentioned guarantee, the Customer must notify WS of the non-conformity within two months of its discovery, or this right will be forfeited, by contacting WS via email. This notification must contain an accurate and complete description of the reported defects/faults.





4. WS will respond to the Customer's notification, giving instructions for the delivery of the defective product, which will be at the WS's expense.

5. WS will have the right to request that the Customer attach the purchase invoice to the Product for which he/she intends to enforce the guarantee or another document that proves the date of the sale completion.

6. If active, the legal guarantee of sale entitles the Customer to free repair and free replacement of the Products within a reasonable period of time, pursuant to art. 130 paragraphs 3, 4, 5 and 6 of the Consumer Code, or to an appropriate reduction in price or the cancellation of the sale contract, pursuant to art. 130, paragraphs 7, 8 and 9 of the Consumer Code. No cancellation of the contract can be pronounced if the defect is minor.

7. Any defects or damage caused by accidental means or those attributable to the Customer or those caused by use of the Products in a way that does not comply with its intended use or normal wear and tear are excluded from the non-conformity and, therefore, from the legal guarantee.

12. Guarantee for the Customer acting as a non-consumer

1. The Customer purchasing the Products and acting as a non-consumer, has only the rights provided under art. 1490 and following of the Italian Civil Code. Hence art. 11 of the General terms and any other provisions here approved which are applicable only to the consumer do not apply.

2. The Customer, purchasing the Products and acting as a non-consumer, who intends to cancel, shall be able to cancel an order within 24 hours from the payment without incurring in any costs. In this event the reimbursement will be credited by WS via

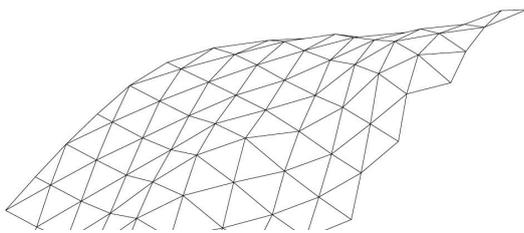
the same payment method utilised by the Customer.

13. Force majeure

No liability shall be borne by Wood-Skin or any nonfulfillment or delay in the fulfilment of the undertakings arising out of these Standard Terms & Conditions and the Offer due to unforeseeable force majeure event or a force majeure event whose consequences cannot be prevented or avoided, such as by way of example but not limitation, earthquakes, typhoons, floods, fires, wars, changes to policies or laws, strikes, lack of transportation means, embark, epidemics, pandemics, spread of viruses or other diseases that determine at a local, national, European or world level the adoption of measures restricting the free movement of workers and / or people and / or goods, interruption in the production process of the Products (the "Force Majeure"), for the entire period for which the force majeure event will exist. The force majeure event will postpone any terms for the fulfillments of the obligations of the Parties, save the right of Wood-Skin to withdrawal from the Offer should the force majeure event lasts more than 30 days.

14. Protection of trade secrets and prohibition of reverse engineering

The Customer purchasing the Products and/or the Samples of the Products acknowledges that they contain valuable trade secrets belonging to WS. Clients shall not attempt to disclose any of those trade secrets nor decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Products and/or the Samples of the Products.



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WOOD-SKIN®

15. Privacy

The data of each Customer is processed in accordance with the existing Legislation, as specified in the [disclaimer on the processing of personal data](#) provided to the Customer completing the login form.

16. Customers Services, Complaints and Communications

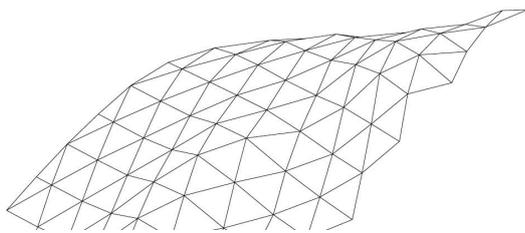
The Customers can contact the following addresses for any additional information or assistance or to send complaints: WOOD-SKIN S.R.L. (P. IVA: 08311500964), via Marcantonio dal Re n. 24, 20156 - Milano, tel.: 02 87036995, legal mail: wood-skin@legalmail.it; e-mail: info@wood-skin.com.

17. Final Provisions

The sale contract concluded in accordance with the General terms is governed by Italian law.

For or any dispute that may arise concerning the interpretation of the General terms and the implementation of the contract concluded in accordance with the aforementioned, the court of the place of residence or domicile of the Customer will be the competent court, when the consumer is a resident or domiciled in Italian territory. If the Customer is not a resident or is not domiciled in Italian territory, for any dispute that may arise between WS and the Customer concerning the interpretation of the General terms and the implementation of the contract concluded in accordance with the aforementioned General terms, action taken by WS will allow the latter to choose, at its discretion, between the Court of Milan or the Court of the place of residence or domicile of the Customer; in the case of action taken by the Customer, it shall be submitted to the

exclusive jurisdiction of the Court of Milan, Italy. If the Customer purchasing the Products is acting as a non-consumer for any dispute that may arise between WS and the Customer shall be competent the Court of Milan, Italy with application of the Italian Law mentioned under art. 11 of the General terms.



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