



Stamperia Carcano Giuseppe Spa
via per Alzate, 31
22032 Albese con Cassano (CO) Italy
+39 031 429611
stamperia@carcano.it
www.carcano.it

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

Dear User, welcome to our website <https://www.carcano.it/> (the “**Website**”).

Before using the Website, we would ask you to carefully read these terms and conditions of use (the “**Terms and Conditions of Use**”) which regulate its access and use by visitors, partners or anyone who views the related web pages (the “**User**”).

1. Company Information

This Website is owned by **Stamperia Carcano Giuseppe Spa**, with registered office in Via Per Alzate, 31, postcode 22032 Albese con Cassano (CO), Italy, VAT No [•], registered in the Register of Companies of [•], No [•], Registration in the REA [•], share capital equal to [•] Euro, fully paid up (the “**Company**”).

2. Scope of application

The Company manages this Website for the sole purpose of providing information to and communicating with the public and grants its use in accordance with the provisions of these Terms and Conditions of Use, which therefore govern and regulate the relationship between the User and the Company.

The use of the Website presupposes that the User has read, is acquainted with and has fully accepted the Terms and Conditions of Use thereof as well as of the remaining legal documentation published on the Website, including, by way of example only, the personal data protection policy published therein.

By visiting the Website, the User acknowledges the binding nature of these Terms and Conditions of Use as well as the documentation published on the Website itself.

If a User does not want to accept these Terms and Conditions of Use and/or comply with the applicable legislation, they are requested not to use the Website.

Furthermore, by visiting the Website, the User gives their consent in favour of the Company for the use of their information and personal data in accordance with the provisions in the privacy policy regarding the protection of personal data ([Privacy Policy](#)) and the policy letter relating to the use of cookies ([cookies](#)), found in the section of the Website, called the “**Legal Area**”.

It is understood that the use of this Website by Users is not for commercial purposes but only for promotional purposes and/or providing information.

3. Protection of intellectual and industrial property rights

All contents found or made available on the Website, such as, but not limited thereto, texts, photographs, catalogues, documents, graphics, videos, as well as other images, audio files, digital downloads, data collections, web pages, graphics, layouts and software, trademarks and/or other distinctive signs,



Stamperia Carcano Giuseppe Spa
via per Alzate, 31
22032 Albese con Cassano (CO) Italy
+39 031 429611
stamperia@carcano.it
www.carcano.it

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

including the “SCG” registered trademarks, as well as any other logo and domain name, including the domain name “carcano.it”, are the exclusive property of the Company (collectively the “**Contents**”).

The User acknowledges and accepts that the Company is the owner of the intellectual and industrial property rights over the Contents, pursuant to Italian legislation, which includes, by way of example, Italian Law no. 633/1941 and Italian Legislative Decree no. 30/2005, and also pursuant to international and European Union legislation, and so all rights over the Contents are, therefore, reserved (the “**Rights**”).

The User acknowledges and accepts that the Company has the exclusive right to authorise or prohibit the reproduction and any direct or indirect, temporary or permanent use, in any way or form, in whole or in part, of the Contents. Therefore, the User acknowledges and accepts that any act of reproduction or modification of the Contents, even partially, which is not carried out for strictly personal purposes, may only take place by virtue of the express authorisation of the Company. In this regard, since the User is aware that they will otherwise be violating the rights of the Company, they undertake not to copy, reproduce, use, transfer, assign, sub-license, lend, modify, adapt, make available to the public, attempt to modify or alter the source code, perform reverse engineering operations, decompile, create and/or use derivative or otherwise inspired works, sell or take part in any capacity in the sale of the Contents.

The User acknowledges and accepts that any unauthorised use of the Contents, which is not of a strictly personal nature or, in any case, aimed at the use of the Website and/or its Contents, constitutes falsification of the same and, therefore, an unlawful infringement of Rights.

It is understood that, should the Company ascertain that the User has performed, in whole or in part, any of the aforementioned activities, it will take action against the User in the most appropriate venues in order to protect its Rights, firmly challenging any unlawful action concerning the Contents.

The User undertakes as of now to indemnify and hold harmless the Company from any damage, loss, claim, charge or expense, including legal fees, directly or indirectly resulting from the use that the User makes of the Contents, in violation of the provisions in these Terms and Conditions of Use.

The downloading or copying of the Contents, where authorised in writing by the Company, does not entail the purchase, by the User, of any rights, title or interest over them.

Without prejudice to the above, for the purpose of using the Website, the Company grants the User a free licence, anywhere in the world, regarding the Rights, which entitles the User to use the Contents only and solely for the purpose of making full use of the Website. This licence of use may be revoked by the Company at its own discretion at any time. Therefore, unless otherwise indicated in the reference Content, and providing that all the obligations indicated in these Terms and Conditions of Use are complied with, the User is authorised solely to view, print and, in any case, to perform acts of temporary reproduction in relation to the Contents without economic significance. In particular, the Company authorises the User to print or download more than one copy of leaflets, brochures or similar Contents, depending on the



Stamperia Carcano Giuseppe Spa
via per Alzate, 31
22032 Albese con Cassano (CO) Italy
+39 031 429611
stamperia@carcano.it
www.carcano.it

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

reasonable needs of the User, as well as to send copies of such Contents to individual third parties for their personal information, but on condition that:

- a) such uses are exclusively of a private nature and therefore do not have any commercial purposes;
- b) all notices relating to intellectual property rights that mark the Contents, including, but not limited thereto, notices relating to copyrights and trademark rights, are kept unchanged. With the sole exclusion of the aforementioned licence, the User acknowledges and accepts that browsing the Website must in no other circumstances be construed as an authorisation in favour of the User to use or modify the Contents, in any way or form;
- c) the Contents are used exclusively in reference to the services provided by the Company, unless otherwise expressly authorised by the same.

The User acknowledges and accepts that, in any case, the Company reserves the right, at any time and at its sole discretion, to revoke or modify the above authorisations.

If the User wishes to use the Contents for purposes other than those granted under the licence as regulated above or, more generally, under the General Terms and Conditions (by way of example but not limited thereto, in the context of their commercial activity or within their own website or other promotional material), the User hereby undertakes to request prior written authorisation from the Company.

4. Limitation of liability

The User acknowledges and accepts that the Company reserves the right to withdraw, modify, suspend or terminate, at its own sole discretion, the use of the Website, without prior notice, if, by way of example, the User breaches these Terms and Conditions of Use and/or the Company takes the necessary steps to protect the User and/or the Website against attacks from hackers, fraud and other illegal activities committed by third parties. Therefore, the User acknowledges and accepts that, in such circumstances, the Company, to the maximum extent permitted by law, (i) will in no way be responsible for the unavailability of the Website, even for prolonged periods of time; (ii) declines all liability for any claims by the User relating to the inability to use the Website for any reason whatsoever; (iii) shall not be liable for any compensation due to damages suffered by the User.

To the extent permitted by applicable laws, the Company will not be liable for any damage, loss or expense directly or indirectly resulting from the use of the Website and/or its Contents. Furthermore, the Company will not be liable for damages arising from any interruptions, suspensions, delays or anomalies in the connection to the Website resulting from the electricity supply or the telephone service or Internet malfunctions or any other cause beyond the sphere of control of the Company itself.



Stamperia Carcano Giuseppe Spa
via per Alzate, 31
22032 Albese con Cassano (CO) Italy
+39 031 429611
stamperia@carcano.it
www.carcano.it

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

It is understood that these Terms and Conditions of Use do not entail any exclusion or limitation (i) of the Company's liability in the event of wilful misconduct or gross negligence and/or (ii) any other liability that the law does not allow to be excluded or limited.

5. Disclaimer of warranty

The User acknowledges and accepts that the Website and the Contents found therein are provided free of charge as they are, and so the Company, to the maximum extent permitted by applicable law, does not provide any warranty in relation to the same, including guarantees of continuity and absence of interruptions or operating errors, as well as the absence of viruses, bugs, malware or similar and, indeed, expressly excludes any warranty in this sense.

The Company undertakes to ensure that the information provided through the Website is accurate and up-to-date; however, the Company does not guarantee, under any circumstances, the accuracy of such information or that such information is free from errors or omissions.

With particular regard to any Contents owned by third parties that are found on the Website, the User acknowledges and accepts that the Company: (i) has received from the aforementioned third parties the necessary authorisations exclusively for the purposes directly associated with the Website (ii) cannot provide warranties regarding the correctness, truthfulness, completeness and originality of these elements and therefore does not guarantee that the Contents do not infringe any rights of third parties.

6. Use for lawful purposes and indemnification

The User agrees to use the Website exclusively for lawful purposes and in compliance with the applicable legislation such as, by way of example, the current legislation on intellectual and industrial property as well as the current legislation on the protection of personal data. In any case, while browsing the Website, the User will act in good faith and fairness.

To the maximum extent permitted by law, the User agrees to indemnify and hold harmless the Company against any and every damage, loss, claim, charge, liability or expense, including legal fees, which the Company should incur as a result of the use of the Website by the User for unlawful purposes and/or, in any case, in breach of these Terms and Conditions of Use.

7. Links to other websites

The Website may contain hypertext links to other websites which have no connection with the same and/or with the Company. The latter, therefore, cannot be held responsible for the content available on these websites or for the rules adopted by them, including those regarding the protection of personal data.



Stamperia Carcano Giuseppe Spa
via per Alzate, 31
22032 Albese con Cassano (CO) Italy
+39 031 429611
stamperia@carcano.it
www.carcano.it

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

Consequently, the User undertakes to remain circumspect when accessing third-party websites whose links are to be found on the Website, and also to carefully read their related terms and conditions of use applicable from time to time as well as any other legal documentation that may be published on the websites themselves. In this regard, the User acknowledges and accepts that these Terms and Conditions of Use, as well as the other legal documents published on the Website, do not apply to websites managed by third parties other than the Company.

8. Applicable law and court of jurisdiction

These Terms and Conditions are governed by Italian law. In the event that any provisions contained therein are deemed invalid, null and/or in any case not applicable under current legal provisions, the remaining ones shall, in any case, be considered fully valid and effective.

Without prejudice to the provisions in the Consumer Code, where applicable, regarding the court of jurisdiction, if the User can be qualified as a “consumer” under the applicable legislation, any dispute arising in relation to the validity or interpretation of these Terms and Conditions of Use or, in any case, to any breach thereof, shall fall under the exclusive jurisdiction of the Court of Como.

9. Other provisions

Any tolerance by the Company with respect to any conduct of the User that is in breach of any provision in the Terms and Conditions of Use does not constitute a waiver of its rights deriving from the breached provision, nor of its right to demand the correct fulfilment of all the provisions included in these Terms and Conditions of Use.

The User acknowledges and accepts that the Company reserves the right to change the Terms and Conditions of Use at any time, at its own discretion, and will inform the User thereof through announcements on the Website. Access to the Website subsequent to the amendment will count as complete acceptance, by the User, of the said amendment. If the User does not agree, in whole or in part, with the Terms and Conditions of Use, as changed and/or updated from time to time, the User is requested not to use the Website and to immediately stop browsing therein.

Any communications to the Company pursuant to or for purposes related to the General Terms and Conditions must be sent by registered letter with return receipt, PEC registered email or normal email to the following addresses:

Stamperia Carcano Giuseppe S.p.A.
Via per Alzate, 31 22032 Albese con Cassano (CO)
email: stamperia@carcano.it
PEC Certified email: [•]



Stamperia Carcano Giuseppe Spa
via per Alzate, 31
22032 Albese con Cassano (CO) Italy
+39 031 429611
stamperia@carcano.it
www.carcano.it

GENERAL TERMS AND CONDITIONS FOR USE OF THE WEBSITE

The User declares that they have read all the clauses in the Terms and Conditions of Use, specifically approving, also pursuant to Art. 1341, second paragraph and Art. 1342 of the Italian Civil Code, the clauses referred to in the following sections: 3. Protection of intellectual and industrial property rights; 4. Limitation of liability; 5. Disclaimer of warranty; 6. Use for lawful purposes and indemnification; 8. Applicable law and court of jurisdiction.

Updated: October 2021