

# Seller Terms

## 1 Acceptance Of Terms

1.1 These provisions set out the Terms and Conditions ("Terms") on which you (the "Seller" of products/services of certified Made in Italy products) may become a member of the [www.macrigi.com](http://www.macrigi.com) website ("Portal") to sell products/services which must not be Prohibited Products (as defined in Schedule 2) ("Products") to customers of the Portal ("Customers").

1.2 The use of the Portal by the customer is governed by these Terms, [Macrigi Ltd Terms of Website Use](#) and by the [Macrigi Ltd Privacy Policy](#) together with any other documents referred to in these Terms. Please take the time to read these documents, as they include important terms which apply to you.

## 2 About Us

2.1 The Site is operated by Macrigi Ltd Ltd. trading as Macrigi Ltd ("Macrigi Ltd", "us", "we" and "our"). We are registered in England under company number 09787379, VAT Number: GB244359401 and with our registered office address at: 1 College Yard 56 Winchester Avenue NW67UA London. To contact us, please visit our "[Contact us](#)" page.

## 3 Overview Of Roles

3.1 Macrigi Ltd allows Sellers to list and sell their Products on the Portal contracting on the standard set of Macrigi LTD Customer's Terms. Please note that although Macrigi Ltd provides the marketplace to help facilitate transactions, which are carried out through the Portal, Macrigi Ltd is neither a buyer nor a seller of the Products.

3.2 Where a Customer orders a Product through the Site, the contract is formed solely between the Seller and the Customer at the completion of the sale ("Contract"). A Contract will comprise of the Macrigi LTD Customer's Terms (and any other documents referred to therein), the email confirmation of the Customer's order and the information on the Seller's shop ("Seller's Shop"). Macrigi Ltd is not a party to that Contract, is not liable for the Contract or any claim or dispute arising out of or in connection with it. Macrigi Ltd has the mandate to promote and market products/services for the Seller which has the Made in Italy certificate.

3.3 The Terms (and the documents referred to in them) may be updated from time to time. These Terms were most recently updated on January the 22<sup>nd</sup>, 2019.

3.4 Seller details are displayed on the Portal on the Seller's Shop (linked to the Product pages).

## 4 Process

4.1. During the registration process the Seller will be asked to select a country of registration. Sellers selecting a country outside of the supported countries (Italy) offered by our payment service provider (Paypal, GoCardless or Bank Transfer) will be warned "Country Warning" that they should only continue with the registration if they have secured service. Please note that Macrigi Ltd is not liable if a seller completes the application process, including payment for the Monthly Subscription Fee (as defined in clause 6), if a Seller continues past the Country Warning to complete registration. Macrigi Ltd will not be liable for a refund of the Monthly Subscription Fee.

4.2 Once the Seller has successfully completed the application process, and the Monthly Subscription Fee (as defined in clause 6) has been received, Seller will be given its own dedicated area of access called the Seller Control Panel ("SCP" or dashboard). There the Seller can upload, update and review detailed Listings (as defined below) information for its Products (photos, text, shipping methods, etc). Orders will be logged into the Macrigi Ltd.com. From here, the Seller will be able to manage Customer orders, view and manage Disputes (as defined at clause 7.6.1), view and print sales history between the Seller and Macrigi Ltd , update and manage stock levels, view performance reports and manage their subscription, handle Customer feedback. All financials will be stored in the SCP and all communication with the Customers and Macrigi Ltd team will be made through the SCP.

4.3 The Seller will then be able to either create a new Listing (as defined at 7.1.6) or use an existing Listing to list their Products.

4.4 If another Seller is already using a Listing and you wish to update the details for that Product listed on that Listing, you can edit the Listing, however this will not automatically update on the Site without Macrigi Ltd accepting the changes. A Listing can only be edited without Macrigi Ltd accepting the changes, in a limited capacity, if you are the only Seller currently using that Listing and/or no other Seller is currently using that Listing.

4.5 Should Macrigi Ltd chose to restrict the Seller's access to the SCP for reasons set out in these Terms, the Seller will only have access to enable them to view and manage current orders, view invoices between the Seller and Macrigi Ltd, mark orders as dispatched and handle Customer feedback ("Restricted Access"). Whilst a Seller has Restricted Access, its Listings will not be visible to Customers and Customer's will not be able to place orders with the Seller.

4.6 Once payment is made by a Customer, the funds will be paid straight to the Seller's payment account, minus the Product Boost Fee in accordance with the process set out under clause 7.7.5.

4.7 Once the Seller is granted access to the SCP, the Seller will be allocated a selling listing limit ("Selling Limit"). This will be set by Macrigi Ltd at Macrigi Ltd 's sole discretion. Once the Selling Limit has been reached, the Seller will not be able to create any more Listings.

4.8 Macrigi Ltd will provide the Seller with a VAT invoice yearly for each yearly Subscription Fee (As defined at 6.1.1) and monthly for Sale Commission Fees (As defined at 6.2).

4.9 The Seller who joins the Macrigi.com platform has the right to cancel the present contract by and no later than 7 calendar day of joining the Macrigi.com Platform by pressing "Accept" on the confirmation button and declaring that he has read and confirmed the Terms and Conditions on this contract. The Seller agrees to bear the costs incurred by Macrigi LTD for the initial management of the accession procedure specified in this document. Macrigi LTD will cover the due expenses regarding: Bank Transaction, Exchange Rate and control/verification and reliability of the company vs these expenses will not be less than 10% and a maximum of 20% of the annual subscription plan signed by the Seller.

4.10 Macrigi LTD, subject to unquestionable reserve and the right to refuse to join the Macrigi.com Platform, if it considers the Seller not appropriate for the Mission/Vision of the Macrigi.com Platform and/or company policies. Macrigi LTD in this case will fully refund the sum already paid by the Seller on the date of subscription, entirely, without withholding any expense of any kind.

## 5 Commencement And Duration

5.1 The Seller's membership will commence on the later of:

5.1.1 The Seller having confirmed their acceptance of these Terms; and

5.1.2 The date on which we have approved the Seller's application, received the first Monthly/Yearly Subscription Fee and we have granted the Seller access to the SCP ("Commencement Date").

## 6 Membership And Charges

### 6.1 Monthly Subscription Fee

6.1.1 Every Seller is required to pay a subscription fee for each calendar month or year that they are a member of the Portal ("Monthly/Yearly Subscription Fee"). This fee is based on a yearly rolling contract. For the avoidance of doubt, references to "monthly" or "yearly" in these Terms shall refer to calendar months.

6.1.2 The Monthly/Yearly Subscription Fee is a non-refundable fee which will be processed online by recurring payments made in advance starting on the Commencement Date and then monthly or yearly thereafter ("Due Date") unless the Seller serves notice to terminate these Terms under Clause 9.

6.1.3 Where the first Monthly Subscription Fee is taken on the 28th, 29th, 30th or 31st of a month, the subsequent Due Dates will be as close to the original payment dates as possible and no later than the date on which the first Monthly/ Yearly Subscription Fee was taken. The Monthly/Yearly Subscription Fee is subject to VAT (where applicable).

6.1.4 There are two different Monthly/Yearly Subscription Fee options, detailed in Schedule 1, and may be increased from time to time by Macrigi Ltd , which includes our standard seller subscription fee and also an "Account Managed Subscription Fee":

6.1.4.1 Macrigi Ltd offers an additional Account Managed Subscription Fee which includes additional services and marketing activities/routes as advertised on the Site. Sellers may choose to sign up the Account Managed Subscription Fee as their Monthly Subscription Fee and will be known as "Account Managed Sellers".

6.1.4.2 Please note that the additional services and marketing activities/routes detailed on the Site, are examples only and should be treated as such. The seller acknowledges and accepts that not all services or marketing activities/routes mentioned in the Site may be available to all sellers.

6.1.4.3 All Account Managed Sellers will have access to an account manager to support them with questions and advice relating to selling on Macrigi Ltd.

### 6.2 Product Boost Fee

6.2.1 A Seller can choose to boost a Listing ("Product Boost") and in this situation, we will feature that Listing in prominent rotated positions on Macrigi Ltd . The sellers normal Listing will remain active but an additional "Boosted Listing" will be created. When a sale is made for the Boosted Listing, an additional fee is payable by the Seller and is made up of two parts:

6.2.1.1 The first is calculated as a percentage of the Product Sales Price; and

6.2.1.2 The second is a percentage of the shipping costs associated with that order calculated at the flat rate set out in Schedule 1 (together the "Product Boost Fee").

6.2.2 Where a Seller enables Product Boost, this does not obligate Macrigi Ltd to provide a specific service or marketing activity/route to that seller or the Boosting Listing.

6.2.3 The current applicable Product Boost Fee and the Fee Guidelines are set out in Schedule 1 and may be amended by Macrigi Ltd from time to time. The Product Boost Fee and Fee Guidelines are subject to VAT (where applicable).

6.2.4 Product Boost Fee is a non-refundable fee regardless of the order cancelling or being refunded by the Seller.

6.2.5 Please note that Macrigi Ltd will also have authority to make a refund payment through the SCP where Macrigi Ltd has authorised a refund through the Dispute process, whether this is a normal sale or a Product Boost sale.

6.2.6 Payment for the Product Boost Fee for each Product due to Macrigi Ltd will be taken immediately when the Customer pays for such Products, as part of the transaction through Paypal, Gocardless o BankTransfer.

### 6.3 Remedies for late payment

Without limiting any of our other rights, if the Seller fails to pay to us any amounts owed to us under these Terms, at our option we shall have the right to:

6.3.1 Deduct the outstanding amounts from any funds received from Customers in payment for the Seller's Products ordered through the Site i.e. offset any amounts that are payable by you to us against any payments we make to you; and/or

6.3.2 Invoice you for those amounts due to us and you agree to pay those amount upon receipt of an invoice; and/or

6.3.3 Seek such payment or reimbursement from you by any other lawful means; and/or

6.4.4 Grant the Seller only Restricted Access to the SCP; and/or

6.4.5 Cancel the Seller's membership; and/or

6.3.6 Charge the Seller interest on the overdue amount at a rate of 4% above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Seller must pay us interest together with the overdue amount.

## 7 Seller Commitments And Order Processing

7.1 In signing up to these Terms, the Seller commits to:

7.1.1 Sell Products in accordance with the Macrigi LTD Customer's Terms and comply with the Macrigi Ltd Customer Terms in all material respects;

7.1.2 Supply only Products that can be delivered to the Customer within the Timeframes stated at clause 7.4.4.1. For the purposes of these Terms a "Working Day" means any day that is not a Saturday, Sunday or Bank Holiday in the UK;

7.1.3 Be solely responsible and bear all risk and liability for, sourcing, storing, selling and delivering the Products to the Customers using reasonable skill and care;

7.1.4 Ensure that the Seller's company name, company number, registered office and where applicable trading address and VAT registration number are clearly displayed on the Seller's Shop and updated, as necessary, as soon as practicable. This shall include updating the details of the Seller's VAT registration number. Should the Seller no longer hold a VAT registration number, it shall remove this from the Seller Shop. The Seller acknowledges that Macrigi Ltd shall have no liability in relation to the Seller's VAT registration details or any other details which it is obliged to display and keep updated under this clause 7.1.4;

7.1.5 Indemnify Macrigi Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses) suffered or incurred by Macrigi Ltd arising out of or in connection with any claims related to a breach of clause 7.1.4;

7.1.6 Take responsibility for the accuracy and detail of all Product information (including Product descriptions, images, measurements, condition and any other supplementary information about the Products) as well as the price which the Products are sold at ("Product Sale Price") along with stock value (the total amount of stock that Seller has available for Macrigi Ltd Customers to purchase) and the Seller's SKU (Stock keeping Unit) of the product, ensure that this information is detailed in a listing on the SCP ("Listing"). You agree that you are responsible for the accuracy and the information provided in a Listing whether you are creating the Listing or using an existing Listing;

7.1.7 Indemnify Macrigi Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses) suffered or incurred by Macrigi Ltd arising out of or in connection with any claims related to inaccurate, incorrect or otherwise misleading descriptions of the Products sold on the Site;

7.1.8 Ensure that it does not misrepresent the origin of the Products through any description made of the Products via the SCP whether contained in a Listing or otherwise;

7.1.9 Ensure that all postage costs and additional postage costs displayed through the Site are accurate;

7.1.10 Ensure the quality of all Products is high;

7.1.11 Ensure the photographic quality of the Products is high and have a white background colour where possible - we recommend using professional photographs but this isn't essential;

7.1.12 Ensure that any special refund details are displayed on the Product page (for example, no refunds (where applicable));

7.1.13 Ensure that the Seller updates the SCP with all periods of holiday ("Seller's Holiday Period");

7.1.14 Ensure the Seller responds to order enquires with Macrigi Ltd or Customers in a timely manner (immediately if possible, at least within 1 Working Day) unless made during the Seller's Holiday Period;

7.1.15 Ensure that they keep up-to-date with the SCP on a daily basis, tracking orders, updating dispatches and orders and responding promptly to Customers requesting a return or raising a Dispute unless made during the Seller's Holiday Period;

7.1.16 Ensure stock levels are accurate (and available);

7.1.17 Remove Product listings that are awaiting stock for prolonged periods (of two weeks or more) from the Seller's SCP area until they become available;

7.1.18 Prepare a suitable invoice for each order and ensure that this is sent to the Customer when requested;

7.1.19 Ensure that where a Product should not be sold to Customers under a certain age, that the minimum age for that Product is correctly entered into the SCP (where applicable);

7.1.20 Indemnify Macrigi Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses) suffered or incurred by Macrigi Ltd arising out of or in connection with any claims related to a breach of clause 7.1.19;

7.1.21 Refrain from selling any Prohibited Products (as detailed in Schedule 2);

7.1.22 Refrain from uploading offensive or nude images or material or otherwise breaching Macrigi Ltd 's Terms of Website Use policy;

7.1.23 Indemnify Macrigi Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses) suffered or incurred by Macrigi Ltd arising out of or in connection with any claims related to a breach of clauses 7.1.21 or 7.1.22;

7.1.24 Refrain from using the Portal as an advertising portal, other than in listing the Products which you are selling and permitted to sell under these Terms;

7.1.25 Ensure all issues with regards to the Site are communicated to Macrigi Ltd via the email address: [support@macrigi.com](mailto:support@macrigi.com);

7.1.26 Ensure macrigi.com is used for all communication with all Customers;

7.1.27 Must not encourage direct communication with the Customer, through the use of their own email address, only macrigi.com;

7.1.28 Must not sell direct to Customers (cutting out Macrigi);

7.1.29 Comply with all relevant legislation including the provisions of the Data Protection Act 1998 and all consumer legislation; and

7.1.30 Be responsible for the collection and payment of all taxes due, including VAT (if applicable to the Seller);

7.1.31 Refrain from selling products which infringe the intellectual property or proprietary rights of a third party.

7.2 Promotion of the Seller's own website;

7.2.1 The Seller may not include a link to, or otherwise provide the address of, or promote, its (or any third party's) website on macrigi.com, any Product or Listing on the Site, in orders shipped that were placed by the Customer on macrigi.com, or in any other means of communication with the Customer.

7.1.2 The Seller may not include its email address anywhere on the macrigi.com Site, SCP, Product or Listing or in any other means of communication with the Customer.

7.2.3 The Seller may not bid on Macrigi Ltd 's name, or variations of the Macrigi Ltd brand or domain name or brand name, on Google or any other search engines, or any paid search sites.

7.2.4 The Seller acknowledges and accepts that Macrigi.com is a trade mark of Macrigi Ltd.

7.2.5 The Seller may not send promotional emails or catalogues or other promotional material to Customers introduced to the Seller by Macrigi Ltd, other than those which are branded solely as from Macrigi.com or to discuss an order placed on the macrigi.com Portal.

7.3 Security

7.3.1 The Seller must maintain computer and internet connection at its own cost and ensure it is virus free.

7.3.2 The Seller must ensure their username and password logins are kept safe and not accessed by any other party. If these details are lost they must contact Macrigi Ltd immediately via the website for new passwords.

7.4 Pricing and Order Processing Information

7.4.1 Product Sale Prices should be inclusive of any applicable VAT and will be deemed to be so (if applicable to the Seller and such applicability is to be solely determined by the Seller and not the responsibility of Macrigi Ltd);

7.4.2 The Seller acknowledges and accepts that:

7.4.2.1 It will comply with clause 12.5 of the Customer Terms in relation to incorrectly priced Products;

7.4.2.2 Where the Seller has updated the price of a Product or Products, the updated price may take up to 2 hours to display on the Site; and

7.4.2.3 Where packaging and postage costs were not correctly inputted into the SCP, the Seller has no right to pursue the Customer for additional payments once the Customer has submitted their order.

7.4.3 Sale prices can be added to the Site using macrigi.com.

7.4.4 Once the Seller has received an order through macrigi.com

The Seller:

7.4.4.1 Is obliged to fulfill and dispatch the Customer order as soon as reasonably practicable and for receipt within the following timeframes which run from when the point the order is submitted by the Customer through the Site ("Timeframes"):

Method	Total time	Dispatch	Delivery
Standard	5-7 Working Days	Within 2 Working Days	5 Working Days
Priority	2 Working Days	Within 1 Working Day	1 Working Day

7.4.4.2 Must notify the Customer promptly through the macrigi.com at each of the following stages:

7.4.4.2.1 Dispatch of order; and

7.4.4.2.2 Any enquiries relating to the order which will be dealt with through the SCP.

7.4.5 The Seller acknowledges and agrees that Macrigi Ltd reserves the right to refund the Customer's payment for an order if the Seller doesn't meet the Timeframes for handling that order as detailed above, where the Customer raises as Dispute relating to delay, and Macrigi Ltd resolve the matter directly with the Seller to Macrigi Ltd 's satisfaction.

7.4.6 The Seller only accepts a Customer order on dispatching the Product to the Customer. For the avoidance of doubt, the debiting of a payment card shall not constitute acceptance of an order. Where a Product is not marked as dispatched within 5 days of the order being made, Macrigi Ltd will treat the order as not having been accepted unless the order has been made during a Seller's Holiday Period in which case the 5 days will begin to run from the day after the Seller returns from their holiday.

7.4.7 Where a Seller has not accepted an order as described in 7.4.6 or where the Seller has rejected an order, Macrigi Ltd shall be entitled to refund the Customer's payment for that order;

7.4.8 The Seller must include with all orders the appropriate invoice (if requested by the Customer), and any such additional documentation as may be provided by Macrigi Ltd ; and

7.4.9 The Seller must not include any other materials (other than packaging) with the package or order delivered to the Customer which are likely to have a commercially detrimental effect on Macrigi Ltd , the Site or the Macrigi Ltd brand.

7.5 Delivery/post and packing

7.5.1 A range of shipping options will be available for the Seller to choose to display on the Seller's SCP area. The Seller will be responsible for selecting which options shall apply. The Seller may choose to offer any appropriate option for the Seller's Products and may choose from free shipping, flat rate shipping, weight based shipping or multiple shipping costs where multiple Products have been ordered within the same order.

7.5.2 If additional packaging and postage costs apply to the Seller's Products, where for example the Products are heavy, fragile, bulky or precious or perishable, the Seller is responsible for ensuring that these costs are considered on their Listing in the product Sale Price.

7.5.3 The Seller must ensure that they select the shipping options from the SCP that apply to their Product, and once an order is made, they must ensure they send it according to the postage/shipping method selected by the Customer, or better. The Seller is responsible for the shipping and liable for any losses in the post including any non-delivery, misdelivery, theft or other error or mistake in connection with Products ordered through the Site.

7.5.4 The Seller must ensure that the Product is wrapped in a professional manner suitable for the Product and must ensure a printed version of the invoice (Macrigi Ltd) for the Customer is inserted into the wrapping. The wrapping must be appropriate for the Product (bubble wrapped packages for delicate items, etc).

## 7.6 Returns and Refunds

7.6.1 Any requests for refunds or returns for any Product(s) by a Customer shall be dealt with directly between the Seller and the Customer through macrigi.com. The Seller will receive an email notification about these requests through macrigi.com. The Customer will receive a dispute ("Dispute") if the product is faulty, mis-described, damaged or not delivered and the Customer will raise a cancellation ("Cancellation") if they wish to exercise their rights under the Consumer Protection (Distance Selling) Regulations 2000.

7.6.2 Subject to the provisions of clause 9 of the Macrigi LTD Customer's Term, as available through the Portal from time to time, and this clause 7, the Seller shall approve such refund through macrigi.com and refund the Customer promptly, through the macrigi.com.

7.6.3 Where the Seller triggers a refund through the macrigi.com, the Product Sales Price (and where applicable, the postage costs) paid in respect of the refunded Product(s) will be returned to the Customer.

7.6.4 You acknowledge and accept that in certain limited circumstances (e.g. where a Seller is not responding to a Customer Dispute or request for refund and Macrigi Ltd considers that a refund is fairly and properly due to the Customer) Macrigi Ltd may authorise a refund to a Customer through macrigi.com and you hereby authorise Macrigi Ltd to do so.

7.6.5 The Seller shall not issue refunds by cheque or other means.

7.6.6 The Seller shall ensure that returns and refunds relating to orders shall be processed in accordance with the following terms and conditions. For the purposes of this clause a "Cancellable Product" shall mean a Product that is capable of return and is not listed at clause 7.6.6.2:

7.6.6.1 By law, the Customer may cancel, return or obtain a refund in relation to the Products order under the Consumer protection (Distance Selling) Regulations 2000 subject to the relevant time periods set out in the Macrigi LTD Customer's Terms. The Customer will do this through their online account and you will receive an email notification from the Customer;

7.6.6.2 however (unless such Product is faulty) the cancellation right set out in clause 7.6.6.1 does not apply in the case of:

7.6.6.3 Personalised items that are specifically made to a Customer's specification (e.g. a custom made print), except where the Customer has chosen items from pre-determined upgrade options

or standard off-the-shelf components. For the avoidance of doubt, items with unopened or sealed hygiene seals may be cancelled or returned unless they are any of the following:

7.6.6.2.2 Personalised items;

7.6.6.2.3. Perishable items, including food, drink and fresh flowers;

7.6.6.2.4 Audio or video recordings or computer software which a Customer has unsealed or opened;

7.6.6.2.5 Newspapers, periodicals or magazines; and

7.6.6.2.6 Items that by their nature cannot be returned (such as where it is physically impossible to return items or where items cannot be restored to the same physical state as they were supplied e.g. nylon tights), (each a "Non-cancellable Product").

7.6.6.3 If the Customer requests a refund for a Cancellable Product then such refund shall be processed by the Seller as soon as possible and in any case no later than 14 days from the date the Seller received the instruction to cancel the Cancellable Product from the Customer provided the Seller receives the Product(s) back from the Customer in the condition the Customer received them/it in;

7.6.6.4 If the Customer requires a refund because a Product is faulty, damaged or misdescribed, reasonable postage and packing costs (being Royal Mail's standard postage cost) incurred by the Customer in returning the Product(s) to the Seller must be refunded to the Customer along with the full cost of the Product;

7.6.6.5. Unless 7.6.6.4 applies, a Customer shall be required to return a Product which it has cancelled or is faulty and will be responsible for payment of the delivery, postage and packaging charges relating to the return of such Product which will be refunded under clause 7.6.6.3 (unless the Product has not arrived in which case such costs shall not apply). If the Customer fails to return the Product the Seller may charge the Customer for the direct costs of recovery of such Product;

7.6.6.6 The Seller shall provide, in its SCP area, an address in the United Kingdom to which a Customer may return a Cancellable Product; or

7.6.6.7 The Seller shall provide, the customer with a free-post return label to any address outside the United Kingdom to which a Customer may return a Cancellable Product.

## 7.7. Payment

7.7.1 Payment for Products on the Site shall be made directly by a Customer to Macrigi Ltd through the Portal [macrigi.com](http://macrigi.com), using Paypal, Gocardless o BankTransfer, once the Customer has submitted their order through the Portal. The relevant transaction shall be recorded on [macrigi.com](http://macrigi.com). The Seller must check [macrigi.com](http://macrigi.com) daily for alerts of new orders.

7.7.2 The Seller hereby appoints Macrigi Ltd as its payment processing agent from the purposes of managing payments from Customers and making any necessary refunds on your behalf in line with these Terms.

7.7.3 In addition Macrigi Ltd shall notify the Seller by email of orders awaiting dispatch in their SCP, but Macrigi Ltd does not warrant the reliability of email communications.

7.7.4 Following receipt of such notification the Seller shall process each and every order with the Customer in accordance with the Timeframes, using the Seller's SCP access. Upon dispatch of each order, the Seller shall further confirm this with the Customer, through their SCP by clicking the "Dispatch" button. This also signifies acceptance of the Customer's order.

7.7.5 Subject to clause 7.7.7, Macrigi Ltd shall notify Paypal, Gocardless or BankTransfer to pay the Seller the Product Sales Price together with shipping costs for the relevant Product(s) less any applicable Product Boost Fee (subject to applicable VAT) immediately, in the Seller's Paypal, Gocardless or BankTransfer account (the "Balance Due").

7.7.6 Sometimes a Customer may pay for Products using Vouchers or Loyalty Points (as defined in our Vouchers and Loyalty Points Terms) which we have issued to them through the Portal. However this shall not affect your right to receive payment as set out in clause 7.7.5.

7.7.7 Macrigi Ltd reserves the right to change the Monthly Subscription Fees or the Product Boost Fee upon providing the Seller with 30 days' written notice.

7.7.8 Macrigi Ltd will provide the Seller with a VAT invoice ("VAT Invoice") on a monthly basis. The VAT Invoice will be prepared and provided to the Seller during the subsequent month following the period for which the VAT Invoice relates e.g. the VAT Invoice relating to the calendar month of February will be prepared on first day of March, the VAT Invoice relating to the calendar month of March will be prepared on 1st April.

## 8 Limitation Of Liability And Indemnity

8.1 Nothing in these Terms shall limit or exclude our liability:

8.1.1 For death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or

8.1.2 Fraud or fraudulent misrepresentation;

8.2. Subject to clause 8.1:

8.2.1 We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or contracts, or for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise; and

8.2.2 Our total liability to you in respect of all other losses arising under or in connection with the sale of the Products to the Customers and these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount in Monthly Subscription Fees that you have paid to us in the past 12 months

8.2.3 We shall not be liable to you in relation to the Products. It is your responsibility to take out the relevant insurance necessary to cover the cost of the Products you are supplying to Customers in the event that they were lost or damaged in transit.

8.3 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

8.4 The Seller shall indemnify and hold Macrigi Ltd harmless against all liabilities, claims, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, and all interest, penalties, taxes, duties and legal costs and all other reasonable professional costs and expenses) arising out of or in connection with the Seller's use of the Site.

8.5 From time to time, it will be necessary for Macrigi Ltd to perform site updates and carry out maintenance of the Portal. Although we will try to do this at times which are least likely to inconvenience our Sellers and Customers, and we will always try to notify Sellers of any planned maintenance, we shall have no liability to you for loss of profits or other losses caused by maintenance carried out on the Site or downtime of the Site.

## 9 Termination

9.1 Without limiting our other rights or remedies, we may terminate these Terms with immediate effect by giving written notice to you if:

9.1.1 You commit any continuing or material breach of any of the provisions of these Terms and, in the case of such a breach which is capable of remedy, fail to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

9.1.2 An encumbrancer takes possession or a receiver (or similar office holder) is appointed over any of your property or assets;

9.1.3 You make any voluntary (or similar) arrangement with your creditors or an administrator is appointed or you are subject to insolvency proceedings in any jurisdiction;

9.1.4 You go into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under these Terms);

9.1.5 You cease, or threaten to cease, to carry on business;

9.1.6 You fail to pay any amount due to us in connection with these Terms, including the Monthly Subscription Fees on the Due Date for payment;

9.1.7 You have at least 5% of your total Product sales for the preceding month returned by Customers in the subsequent month; or

9.1.8 The percentage rating shown in your Seller Shop is reduced to a percentage lower than 70%.

9.2 Without limiting our other rights or remedies, we shall have the right, at our election, to:

9.2.1 Grant the Seller only Restricted Access to macrigi.com; and/or

9.2.2 Terminate your access to the SCP by giving you 1 month's written notice; and/or

9.2.3 Terminate these Terms.

9.3 Without limiting your other rights or remedies, you shall have the right to terminate these Terms by giving us 1 month's written notice.

9.4 Without limiting our other rights or remedies, we shall have the right to suspend your access or grant you only Restricted Access to the SCP if you breach any of the terms listed in clause 7.

9.5 The Plan for joining the Macrigi.com Platform has an annual duration, starting from the day on which these terms and conditions are accepted and ends on the 365th day from the date of accession. Before the end of the subscription period, the Vendor / Producer has the right to terminate this agreement after sending his / her will by registered mail to the registered office of Macrigi LTD at the address: 1 College Yard 56 Winchester Avenue London NW6 7UA or by post certified (PEC) to e.mail: administration@macrigi.com. No later than 60 days before the expiration of your plan to join the Macrigi.com Platform, In the event that, within the expiry date, there is no intention to cancel, the Subscription Plan will be renewed by tacit consent.

## 10 Consequences Of Termination

On termination of these Terms:

10.1 You shall immediately pay to us all of our outstanding Monthly Subscription Fees, any other fees set out under clause 6 and any other amounts which are properly owed to us together with any applicable VAT;

10.2 You shall ensure that all orders placed before termination are fulfilled where your level of access to macrigi.com permits you to do so;

10.3 You shall return to us any property which belongs to us. Until such property has been returned, you shall be solely responsible for its safe keeping and will not use it for any purpose;

10.4 The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of these Terms shall not be affected, including the right to claim damages in respect of any breach which existed at or before the date of termination or expiry;

10.5 All licences granted under these Terms will expire on termination;

10.6 Clauses which expressly or by implication have effect after termination shall continue in full force and effect; and

10.7 You acknowledge and accept that we reserve the right to pass your contact details to a Customer where, on termination of these Terms, there remain any Disputes or issues which are unresolved between you and the Customer.

## 11 Confidentiality

11.1 Macrigi Ltd will take all precautions to securely store all of the Seller's Product and business information and will not share with any third party, unless specific permission is granted by the Seller.

11.2 The Seller will not disclose any details of correspondence or operations (including the operations of the SCP and marketing plans) to any third parties.

11.3 The obligations of confidentiality under these Terms shall remain in effect for two (2) years after the termination or expiry of these Terms.

## 12 Intellectual Property Rights

12.1 The copyright, design rights and all other intellectual property rights in the Portal including those in any materials and other documents or items that we prepare or produce in connection with the Site will belong to us absolutely.

12.2 You may not use the materials, documents or other items detailed in clause 12.1 above without Macrigi Ltd 's prior written consent.

12.3 You acknowledge and accept that the copyright, design rights and all other intellectual property rights in a Listing will belong to us absolutely or have been licensed to us. Listing a Product against a Listing does not grant you any intellectual property rights in that Listing.

12.4 We hereby grant you a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and licence to use, each Listing for the sole purpose of advertising the Product(s) which you sell through the Portal.

## 13 Seller's IPR Warranty And Indemnity

13.1 The Seller warrants to Macrigi Ltd that it is the legal beneficial owner of all the IPR and/or possesses a valid licence to use the IPR in the materials which include the data, information (including Seller Information), photographs, logos and images it provides or uploads to Macrigi Ltd and the use of its IPR by Macrigi Ltd pursuant to these Terms will not infringe IPR owned by any

third party and that there is and will be no claim against Macrigi Ltd by any third party arising in relation to its IPR.

13.2 The Seller shall indemnify Macrigi Ltd and hold Macrigi Ltd harmless against any and all damages, liabilities, costs, expenses and losses arising out of or relating to any non-compliance or breach of this clause 13.

13.3 For the purposes of clauses 12 and 13 "IPR" shall mean copyright and related rights, trade marks, and service marks, business names and domain names, rights in set-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights in computer software, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## 14 Law And Jurisdiction

14. Contracts for the purchase of goods or services through our Site shall be governed by English law. Any dispute or claim arising from, or related to, such contracts (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England.

## 15 General

15.1 We shall not be responsible for any delays in performing, or for any failure to perform, any of our obligations hereunder if the delay or failure was due to any cause beyond our reasonable control.

15.2 You shall not, without our prior written consent assign, transfer, charge, subcontract or deal in any other manner with any of our rights or obligations under these Terms.

15.3 Any notice or other information required or permitted to be given under these Terms shall be deemed to have been validly given if served personally on that party or if sent by first class pre-paid post to the last known address of that party. If sent by first class pre paid post the notice shall be deemed to have been received 2 days after the date of posting. If any such notice or other information is given by means of facsimile then notice shall be deemed to have been received on the same day if sent during normal working hours or on the next Working Day where sent outside such hours.

15.4 No waiver by us of any breach of these Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provisions.

15.5 If any provision of these Terms is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by us from any competent authority then that provision shall be limited or eliminated to the minimum extent necessary so these Terms shall otherwise remain in full force and effect and enforceable.

15.6 Nothing in these Terms is intended or shall be deemed to constitute a partnership or joint venture of any kind between you and us, nor constitute us your agent. You shall have no authority to act as our agent or to bind us in any way.

15.7 These Terms shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.8 No variation of these Terms shall be binding unless made in writing and signed by you and us.

15.9 These Terms apply to the exclusion of any other terms that you seek to impose.

15.10 These Terms shall be governed by English law and the English Courts shall have exclusive jurisdiction to decide any dispute concerning these Terms.

15.11 References in these Terms to "writing" includes facsimiles but not e-mail.

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## Schedule 1

### Fees

#### Monthly Subscription Fees

Basic Subscription Plan (Yearly Fee €480): First payment of €240, followed by 11 monthly payments of €20

Gold Subscription Plan (Yearly Fee €1200): First payment of €240, followed by 11 monthly payments of €87,27

Platinum Subscription Plan (Yearly Fee €2400): First payment of €240, followed by 11 monthly payments of €196,36

Should you wish to see the plan's details, please visit the page:  
<https://www.macrigi.com/it/infoproducttori/>

#### Selling Fees

Macrigi Ltd charges a percentage upon the sale of your products/services placed on Macrigi Ltd . Our selling fees are detailed below:

Category	Fee
Made in Italy	18%

Selling Fees are considered plus VAT (where applicable).

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## Schedule 2

### Prohibited Products

A Product is a Prohibited Product and must not be sold on the Portal if it is in violation of the Stripe Prohibited Businesses Policy. This can be seen here: <https://stripe.com/it/prohibited-businesses> or any of the following:

- Illegal in any way or contravenes local rules or legislation;
- Animal parts or products;
- Counterfeit, unauthorised or unlicensed merchandise;
- A toy not marked with the CE mark; or

- An electronic good not marked with the CE mark, without a plug, or which has been subject to a product safety recall;
- A Product which infringes the IPR of a third party.

If you are unsure as to whether a Product is a Prohibited Product or not, please contact us at [support@macrigi.com](mailto:support@macrigi.com) and we will be glad to assist you.