

Terms and Conditions

These General Terms and Conditions of Sale are current as of the 11th of July 2025.

1. DEFINITIONS

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") are offered by Goutech (hereinafter referred to as "the company"), SIREN number 983 648 601, with registered office at 56 Avenue Chanoine Cartellier 69230 Saint-Genis-Laval, France.
- 1.2. Its toll-free telephone number is +336 58 30 77 58, and its email address is info@theneapolitaninthealps.com.
- 1.3. The Company is the owner and publisher of the website www.theneapolitaninthealps.com (hereinafter referred to as "the Site"). The Site is hosted by Wix, a foreign company registered with the RCS, whose registered office is located at 500 Terry A Francois Boulevard, 94158 San Francisco, United States, and can be reached at +1 415 639 9034.
- 1.4. The Site offers the Customer (hereinafter referred to as "the Customer") the opportunity to purchase a pizza training service (hereinafter referred to as "the Services").
- 1.5. Before using the Site, the Customer must ensure that they have the technical and IT resources necessary to use the Site and order the services on the Site, and that their browser allows secure access to the Site. The Customer must also ensure that the IT configuration of their hardware/equipment is in good working order and free of viruses.

2. APPLICATION AND ENFORCEABILITY OF THE GTC

- 2.1. The purpose of these GTC is to define all the conditions under which the Company markets the Services as offered for sale on the Site to Customers. They therefore apply to any Order (hereinafter "Order") for Services placed on the Site by the Customer.
- 2.2. The Customer declares that they have read and accepted these T&Cs before placing their Order.
- 2.3. Confirmation of the Order therefore constitutes acceptance of these T&Cs. These are regularly updated, and the applicable T&Cs are those in force on the Website on the date the Order is placed.

- 2.4. Any contrary condition imposed by the Customer shall therefore, in the absence of express acceptance, be unenforceable against the Company, regardless of when it may have been brought to its attention.
- 2.5. The fact that the Company does not invoke any provision of these T&Cs at a given time shall not be interpreted as constituting a r waiver of its right to invoke any provision of the said T&Cs at a later date.

3. ORDERING SERVICES AND GOODS ON THE WEBSITE

The Company reserves the right to correct the content of the Website at any time.

- 3.1. The Customer selects the Service(s) they wish to purchase and can access a summary of their Order at any time.
- 3.2. The Order summary shows the list of Services and Goods selected by the Customer and includes any additional costs that may be added to the price of the Services and Goods in the Order. The Customer may modify their Order and correct any errors before accepting their Order.
- 3.3. After accessing the summary of their Order, the Customer confirms acceptance of their Order by ticking the box to confirm acceptance of the GTC, then by clicking on the Order confirmation icon. The words "Order with obligation to pay" or a similar unambiguous phrase shall appear next to the Order confirmation icon to ensure that the Customer explicitly acknowledges their obligation to pay for the Order.
- 3.4. After acceptance of the GTC and confirmation of the Order with obligation to pay, the contract is validly concluded between the Company and the Customer and is irrevocably binding on both parties.
- 3.5. After confirming their Order and in order to proceed with payment, the Customer enters their billing details if these are different. The process for receiving the service(s) and goods is described in Article 5 of these T&Cs.
- 3.6. The Company will then send the Customer an Order confirmation by email, summarizing the Order and the billing details provided.
- 3.7. After confirming their billing details, the Customer shall proceed to pay for their Order in accordance with the terms specified below.

4. PRICE AND TERMS OF PAYMENT FOR THE ORDER

- 4.1. Prices are listed on the Website in the descriptions of the Services or Goods, in EURO and including all taxes (if applicables).
- 4.2. The total amount is indicated in the Order summary, before the Customer accepts these T&Cs, confirms their Order, enters and confirms their billing details, and proceeds to payment. This total amount is indicated inclusive of all taxes.
- 4.3. Orders for Services and Goods on the Website are payable in euros. Full payment must be made on the day of the Order by the Customer, by credit card, unless special terms and conditions of sale have been expressly accepted by the Customer and the Company.
- 4.4. In the event of payment by credit card, the Website uses the Stripe security system, a provider specializing in online payment security. This system guarantees the Customer complete confidentiality of their banking information. The bank transaction by credit card, carried out between the Customer and the secure system, is therefore fully encrypted and protected. The Customer's bank details are not stored electronically by the Company. Stripe's terms and conditions of use are available at the following address: <https://stripe.com/fr/privacy>.
- 4.5. The Customer guarantees to the Company that they have the necessary authorizations to use the payment method when placing the Order.
- 4.6. The Company reserves the right to suspend or cancel any execution and/or delivery of an Order, regardless of its nature and level of execution, in the event of non-payment or partial payment of any sum owed by the Customer to the Company, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the website and the payment of an Order.

5. USE OF THE SERVICES

- 5.1. The service(s) and goods are automatically delivered to the Customer upon confirmation of their Order.
- 5.2. The Customer must ensure that the information provided when placing their Order is correct.
- 5.3. The Company shall also not be liable if the non-receipt of the Services is due to a third party outside its control or in the event of theft.

6. CANCELLATION OR MODIFICATION OF ORDER

- 6.1. For face-to-face training courses for amateurs, the Customer may cancel or modify their reservation within 45 days prior to the training date. After the applicable deadline, any postponement or refund shall be at the discretion of the company. For group training courses for amateurs, the minimum number of participants for each training course is set at 5 people. If you have booked a slot where this minimum is not reached, Un Napolitain dans les Alpes reserves the right to decide whether or not to maintain the slot and, if necessary, will offer you a new slot at no additional cost. If the person who booked the slot does not show up for the training without prior notice, the training will be considered as having taken place and no refund will be offered. After the order (and payment in full), the training can be canceled. The cancellation fee is 50% of the price of the training, including tax.
- 6.2. For training courses where a deposit is required upon signing the quote, the deposit will not be refunded in the event of cancellation.
- 6.3. For online trainings, the customer expressly agree that the provision of the online training will begin as soon as your order is confirmed, i.e. before the end of the 14-day period, and he expressly waive his right of withdrawal. No requests for withdrawal, cancellation or refund will be accepted for the period subscribed.

7. CUSTOMER SERVICE

- 7.1. For any requests for information, clarification or complaints, the Customer must first contact the Company's customer service department so that the latter can attempt to find a solution to the problem.
- 7.2. The Company's customer service department is available from 9 a.m. to 6 p.m. Monday through Friday using the following contact details:
- Telephone: 06 58 30 77 58
 - email: info@theneapolitaninthealps.com
 - mail: 56 Avenue Chanoine Cartellier 69230 Saint-Genis-Laval, France

8. CUSTOMER OBLIGATIONS

- 8.1. The Customer undertakes to comply with the terms of these T&Cs.
- 8.2. The Customer undertakes to use the Website and services in accordance with the Company's instructions.

8.3. The Customer agrees to use the Site for their personal use only, in accordance with these T&Cs. In this regard, the Customer agrees to refrain from:

- Using the Site in any illegal manner, for any illegal purpose or in any manner incompatible with these T&Cs.
- Selling, copying, reproducing, renting, lending, distributing, transferring or sublicensing all or part of the content appearing on the Site or decompiling, disassembling, modifying, displaying in a form readable by the Customer, attempting to discover any source code or using any software that activates or includes all or part of the Site.
- Attempt to gain unauthorized access to the Site's computer system or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or damages the functionality of the Site.
- Use the Site for abusive purposes by deliberately introducing viruses or any other malicious program and attempting to gain unauthorized access to the Site.
- Infringe the intellectual property rights of the Company.
- To denigrate the Site.

8.4. If, for any reason, the Company considers that the Customer is not complying with these T&Cs, the Company may, at any time and at its sole discretion, terminate their access to the Site and take all measures, including civil and criminal legal action, against them.

8.5. The Customer, and the members of the group for which the Customer purchases the service, undertake to follow the hygiene, safety, and Covid prevention guidelines provided by the Company.

8.6. The Company reserves the right to remove any person who obstructs the provision of the service.

9. RIGHT OF WITHDRAWAL

9.1. In accordance with Articles L.221-18 et seq. of the French Consumer Code, the Customer has a period of 14 days from the date of confirmation of their Order on the Website to exercise their right of withdrawal from the Company, without having to justify their reasons or pay any penalties.

9.2. All Products/Services may be subject to withdrawal, except those excluded by Article L. 221-28 of the French Consumer Code, reproduced below:

<i>The right of withdrawal cannot be exercised for contracts:</i>

<p>1° For the provision of services that have been fully performed before the end of the withdrawal period and whose performance began after the consumer's prior express agreement and express waiver of their right of withdrawal;</p> <p>2° For the supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the professional and which are likely to occur during the withdrawal period;</p> <p>3° For the supply of goods made to the consumer's specifications or clearly personalized;</p> <p>4° For the supply of goods which are liable to deteriorate or expire rapidly;</p> <p>5° For the supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;</p> <p>6° For the supply of goods which, after delivery, due to their nature, have been mixed inseparably with other items;</p> <p>7° The supply of alcoholic beverages for which delivery is deferred beyond thirty days and for which the value agreed upon at the conclusion of the contract depends on fluctuations in the market beyond the control of the professional;</p> <p>8° Maintenance or repair work to be carried out urgently at the consumer's home and expressly requested by the consumer, within the limits of the replacement parts and work strictly necessary to respond to the urgency;</p> <p>9° The supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;</p> <p>10° The supply of a newspaper, periodical or magazine, except for subscription contracts for such publications;</p> <p>11° Concluded at a public auction;</p> <p>12° Provision of accommodation services, other than residential accommodation, transport services, car rental, catering or leisure activities which must be provided on a specific date or during a specific period;</p> <p>13° For the supply of digital content not provided on a tangible medium, the performance of which has begun after the consumer's prior express agreement and express waiver of their right of withdrawal.</p>

- 9.3. To exercise their right to withdraw from the Order, the Customer must notify their decision to withdraw using the withdrawal form provided in the appendix to these terms and conditions or by means of an unambiguous statement, without giving any reasons. The Customer may communicate their decision to withdraw to the Company by any means, in particular by sending it by post to the Company at the following address: **56 Avenue Chanoine Cartellier 69230 Saint-Genis-Laval, FRANCE** or by email to **info@theneapolitaninthealps.com**.
- 9.4. If the Customer notifies the Company of their decision to withdraw, regardless of the means used, the Company will immediately send them an acknowledgement of receipt of the withdrawal on a durable medium (in particular by email).
- 9.5. In the event of withdrawal by the Customer, the refund for the Service(s) that were the subject of the right of withdrawal shall be made by the Company using the same means of payment as that used for the initial transaction, unless the

Customer expressly agrees to a different means. In any event, this refund will not incur any costs for the Customer. The refund will be made as soon as possible, and no later than 14 days from the day on which the Company is informed of the Customer's decision to withdraw from the Order. If the Services are used within the withdrawal period, the Customer is deemed to have expressly waived their right of withdrawal.

10. LIABILITY

- 10.1. The Company shall take all appropriate measures to ensure that the Customer is provided with one or more quality services under optimal conditions. However, it shall in no event be held liable for any failure to perform or improper performance of all or part of the services provided for in the contract, which is attributable either to the Customer, or to the unforeseeable and insurmountable actions of a third party not involved in the contract, or to a case of force majeure. More generally, if the Company is found liable, it shall in no event be liable to compensate the Customer for indirect damages or damages whose existence and/or amount have not been established by evidence.
- 10.2. The Company shall not be held liable for any damage caused by misuse of one of its services or by failure to comply with the precautions for use and conditions of hygiene, storage, and safety when using one of its Products/Services. These precautions are set out in the appendix hereto and will also be communicated to the Customer after the Order is placed.
- 10.3. The Website may contain links to other websites that are not edited or controlled by the Company, which cannot be held responsible for the operation, content or any element present or obtained through these websites.
- 10.4. The inclusion of such links or references to any information, articles or services provided by a third party cannot and should not be interpreted as an express or tacit endorsement by the Company of these sites and elements or their content.
- 10.5. The Company is not responsible for the availability of these sites and cannot control their content or validate the advertising, service(s) or other information disseminated on these websites.
- 10.6. It is expressly stipulated that the Company shall in no event be held liable in any way whatsoever in the event that the Customer's computer equipment or email system rejects, for example due to anti-spam software, e-mails sent by the Company, including, but not limited to, copies of payment receipts, order summaries, or shipping confirmation e-mails.
- 10.7. The Customer is fully aware of the provisions of this article and in particular of the above-mentioned guarantees and limitations of liability, which are essential conditions without which the Company would never have entered into this

contract.

- 10.8. The Company Un Napolitain dans les Alpes cannot be held liable for any damage suffered by the Customer resulting from the use of the recipes provided and the cooking techniques presented by the Company.
- 10.9. Information relating to the preparation of Neapolitan pizzas is provided by the Company in good faith and for information purposes only, and it is the Customer's responsibility to inform themselves of the hygiene rules currently in force and to comply with them.
- 10.10. The Customer and the company GOUTECH undertake to comply with HACCP standards and health measures in force during the training period.

11. SECURITY

The Customer undertakes not to compromise the security of the Site. To this end, they undertake not to access and/or remain fraudulently in the Company's information system. The Customer may not damage or interfere with the Company's information system. Failure to do so may result in the Company taking action against the Customer, including criminal liability under Articles 323-1 et seq. of the French Penal Code.

12. INTELLECTUAL PROPERTY AND PERSONAL DATA

- 12.1. All elements of this Site and the Site itself are protected by copyright, trademark law, design rights and/or any other intellectual property rights. These elements are the exclusive property of the Company. All such rights are reserved worldwide.
- 12.2. The name and trademark, logos, designs and models, stylized letters, figurative trademarks, and all signs represented on this Site are and shall remain the exclusive property of the Company.
- 12.3. No title or right to any element or software shall be obtained by downloading or copying elements from this Site. The Customer is strictly prohibited from reproducing (except for personal, non-commercial use), publishing, editing, transmitting, distributing, displaying, removing, deleting, adding to this Site and the elements and software it contains, or modifying them or performing any work based on them, or selling or participating in any sale in connection with this Site, the elements of this Site or any software related to it.
- 12.4. The Company grants the Customer a non-exclusive license to use the Site. This license is strictly personal and may not be assigned or transferred to any

third party under any circumstances. The license is granted for the duration of use of the Site.

- 12.5. Any use by the Customer of the company names, trademarks, and distinctive signs belonging to the Company is strictly prohibited unless expressly agreed in advance by the Company.
- 12.6. All documents (information sheets, slideshows, etc.) sent to the Customer after delivery of the service are the exclusive property of the Company. These documents are intended for the exclusive use of the Customer and may not be transmitted to a Third Party.
- 12.7. The Company understands that data protection and privacy are important issues for all Internet users visiting the Website. The Company undertakes, in accordance with the GDPR regulations, to respect your privacy and to protect your personal data, i.e. data that can directly or indirectly identify you as an individual.
- 12.8. In connection with the order, the Company may collect personal data from the Customer. The Company undertakes to protect the personal data of its customers.
- 12.9. The Company does not disclose or trade in customers' personal data.
- 12.10. When placing an order on the Website, the Customer expressly consents to the collection and processing of their personal data necessary to fulfill the order.
- 12.11. The personal data collected by the Company is used to fulfill the order. The various items of personal data will not be kept for longer than is necessary for the purposes for which they were collected, including for the purposes of complying with legal or tax obligations.
- 12.12. In accordance with the provisions of Law No. 78-17 of January 6, 1978, as amended by Law No. 2004-801 of August 6, 2004, known as the "Informatique et Libertés" (Data Protection Act), and the General Data Protection Regulation (GDPR), subject to proof of your identity, all Customers, regardless of their nationality, have the right to access, modify, and delete their personal data. Each Customer is also entitled to request a limitation on the processing of their data and has the right to data portability and the right to object to the processing of personal data concerning them.
- 12.13. In any event, all Customers have the right to lodge a complaint with the CNIL.
- 12.14. Any electronic document drafted by the Company and shared with the Customer remains the property of the Company and may not be distributed by the Customer to third parties.

13. APPLICABLE LAW AND JURISDICTION

- 13.1. These T&Cs are governed by and interpreted in accordance with French law, without regard to principles of conflict of laws.
- 13.2. In the event of a dispute arising from the interpretation and/or execution of these T&Cs or in connection with these T&Cs, the Customer may decide to submit the dispute with the Company to conventional mediation or any other alternative dispute resolution method.
- 13.3. In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, the Company is a member of the CNPM Médiation Consommation e-commerce mediation service, whose contact details are as follows: 27 Avenue de la Libération, 42400 Saint-Chamond, France – <https://www.cnpm-mediation-consommation.eu/>
You can use the mediation service for consumer disputes relating to an order placed on the internet.
To find out how to refer a matter to the Mediator: <https://www.cnpm-mediation-consommation.eu/demande-de-mediation.php>
- 13.4. Finally, it should be noted that mediation is not mandatory but is only offered as a means of resolving disputes without resorting to legal action.
- 13.5. The Customer may also visit the European consumer dispute resolution platform set up by the European Commission at the following address, which lists all the dispute resolution bodies approved in France: <https://webgate.ec.europa.eu/odr/>.
- 13.6. If this mediation procedure fails or if the Customer wishes to refer the matter to a court, the rules of the Code of Civil Procedure shall apply.

Appendix 1

Health and safety notice

To avoid hazards in the kitchen for ourselves and our children, we will all follow the correct procedures during the pizza class and your preparation.

The following is taken in part from the Generali website:

<https://www.generali.fr/actu/danger-cuisine-accident/> and has been adapted to the specific context of online pizza classes.

This information is not contractually binding and is provided for informational purposes only, for educational and preventive purposes. *Un Napolitain dans les Alpes* cannot be held liable for any damage of any kind related to the information provided.

General precautions:

- Before consuming a product, check that you are not allergic to any of its ingredients. Also check the expiry date.
- Before, during, and after preparing meals, it is important to wash your hands thoroughly with soap and water.
- If you start to feel pain in your hands or forearms (or elsewhere in your body) while preparing pizza dough, take a break or stop completely if necessary. To limit muscle and joint fatigue, knead the dough with the palms of your hands rather than your fingers, and use a low surface so you can press down on the dough without using too much force.

Falls: never rush

Kitchen floors are often slippery, even when clean, especially if they are tiled. The risk of falling increases if fatty substances (oil, sauce, etc.) or food fragments (peelings, pieces of meat or vegetables, etc.) have fallen on the floor. **Don't rush and don't make any sudden turns.**

Burns: keep a cool head

Cooking hobs and ovens require particular caution, especially if you are using several at the same time. Here are some good practices to follow to avoid burns and reduce the risk of fire.

- **Keep an eye on** the pot, pan, or dish **while cooking**.
- **Never let** the handles of pots and pans **stick out** while cooking.
- **Remember to turn off** the stove at the end of cooking.

- Be careful with **glass-ceramic hobs**: **they remain hot** for some time after being turned off.
- When removing a dish from the oven, **protect your hands with oven gloves** or a folded tea towel.
- **Avoid rushing when moving a pot** (or pan, dish, etc.) with hot contents. Rushing increases the risk of accidents.
- **Keep flammable products** (such as household alcohol) **away from hotplates**, as well as tea towels, paper towels, etc.
- **Clean** the hood filters **regularly**.
- **Be alert** to any suspicious burning smells and be ready to react.

Electricity and gas: know how to unplug appliances

You use many electrical appliances in the kitchen and you may have a gas stove. **In any case, basic precautions are essential.**

- **Unplug** all electrical appliances (toaster, food processor, blender, electric knife, etc.) **after use and before cleaning**.
- **Never plug several appliances into the same outlet**. If necessary, use a power strip with a switch.
- **Stop using any damaged appliance**, even if it still works. Replace it as soon as the problem arises.
- If you have a gas stove, **check the gas connection regularly** and turn off the gas supply after each use.

Cuts: stay alert

It is very easy to cut yourself in the kitchen while preparing a meal or washing dishes.

- Be careful and **concentrate when cutting or peeling**. It is never a trivial task.
- Be careful **when removing knives from the dishwasher** or drainer.
- Be careful **when handling sharp accessories on food processors and blenders** when installing or cleaning them.
- Handle **cans** with care: the edges of the can and the lid are sharp.
- Be careful with **certain types of food packaging** (aluminum **foil** in particular): they can have sharp edges.

Stay focused

In the kitchen, you are often busy with several tasks that require your attention at the same time. **Stay focused and limit distractions.**

Watch out for children in the kitchen!

- Never leave a child unattended in the kitchen.
- Hobs and ovens: keep children away while cooking, especially if the oven door is not insulated.

- Knives and sharp objects: it is best to keep them out of reach of children in a drawer, in the dish rack, or in the dishwasher (only open when an adult is loading or unloading it).
- Toxic products: store them in a locked cupboard out of reach of children.
- Plastic bags and packaging: once empty, throw them away immediately to prevent the risk of suffocation.

Source: <https://www.generali.fr/actu/danger-cuisine-accident/>