

# espresso.h.

## ESPRESSOH – TERMS OF SERVICE Terms of Use and General Terms and Conditions

### 1. Introduction and Subject Matter

1.1 This document contains the conditions governing the use of this website (i.e., [www.espressoh.shop](http://www.espressoh.shop), hereinafter: "Site") and the purchase of the products contained therein (hereinafter, "Conditions").

1.2 We invite you to carefully read the Conditions made available to you also in order to allow you to reproduce and store them in compliance with the provisions of Article 12, 3rd co., Legislative Decree 70/2003. For any request, doubt or question related to the Terms and the Site you may contact us using the contact listed on the Site (Contact) or by sending an email to: [help@espressoh.it](mailto:help@espressoh.it).

1.3 Please be advised that by using the Site and/or making purchases of products therein, you agree to these Terms, so if you disagree with the Terms, in whole or in part, please do not use the Site or make any purchases.

1.4 These Terms may be changed by the owner of the Site at any time without notice. You will be subject to the Terms in effect at the time you place your order, unless a change in the Terms must be made pursuant to law or at the request of a judicial authority in which case it will also apply to orders already placed.

1.5 All purchases of Products made through the Site (hereinafter "Purchase Contracts") by users who access it (hereinafter "Customers" or "Customer") are governed by these Conditions, as well as by the Consumer Code (Legislative Decree 206/2005, in particular Section Distance Contracts), and by the rules on electronic commerce (Legislative Decree 70/2003).

### 2. Our Data

Owner of the Site is B. Cosmetics S.r.l. (hereinafter "Espresso.h") with registered office in Pescara, Strada Provinciale San Silvestro n. 13, zip code 65129, VAT 02212860684, R.E.A. Pescara n. 400635, e-mail address: [help@espressoh.it](mailto:help@espressoh.it).

### 3. Your Data

The personal data and information provided by users accessing the Site (hereinafter "Customers") will be processed by Espresso.h in accordance with the provisions of current legislation on the protection of personal data (Regulation (EU) 2016/679 GDPR), as specified in the information in the section of the Site called "Privacy Policy".

### 4. Use of the Site

4.1 By using the Site and/or making purchases of products therein you agree to:

(i) only use the Site to place legally valid consultations or orders;

(ii) not to place false and/or fraudulent orders. In the event that Espresso.h suspects that you have placed a false and/or fraudulent order, it shall have the right to cancel it at its own discretion and inform the competent Authorities; in such case, you shall not be entitled to make any claim whatsoever, for any reason whatsoever, including compensatory damages; and

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(iii) provide us with your true and correct e-mail address, mailing address and other contact information. If you fail to do so, Espresso<sup>h</sup> may not be able to fulfill your order, in which case, you shall have no claim whatsoever, on any grounds whatsoever, including compensatory damages.

4.2 By placing an order from the Site, you warrant that you are of legal age, legally capable of contracting, and of sound mind.

4.3 In the event that you have engaged in conduct in violation of these Terms, or Espresso<sup>h</sup> has a concern that you have engaged or may engage in conduct in violation of these Terms, Espresso<sup>h</sup> may, at its discretion, implement any system that allows it to terminate and interrupt, without notice, your use of the Site or any service offered on the Site.

### **5. Availability of the service**

5.1 The products offered for sale on the Site are available for home delivery in Italy, UK, USA and in the countries indicated on the Site, with the costs indicated on the Site itself, in the "Info & Shipping" section, and in any case specified at the time of the order.

5.2 As an alternative to shipping to your address, during check-out, you can choose the "Click & Collect" service and that is to pick up the Products purchased on the Site at Espresso<sup>h</sup>'s store, located in Milan in Via Donizetti 8, during the days and hours of operation (excluding holidays), no later than 7 working days from the date of receipt of the email with it, we will inform you that the order is ready for collection. When collecting the Products, it will be necessary to provide the order number and the full name of the Customer.

### **6. Products**

6.1 The Site offers for sale cosmetics, body care beauty products, make up and related accessories in general, exclusively under the Espresso<sup>h</sup> brand (hereinafter, "Products" and in the singular "Product").

6.2 The characteristics of the Products are illustrated on the Site, within the respective sections distinguished by Product category and described in detail in the relevant information sheets.

6.3 Espresso<sup>h</sup> pays the utmost attention to the adherence of what is described and presented on the Site to what is stated on the label on the Product packages. In the event of differences, the label and the directions for use of the Product provided by the Supplier shall always prevail.

6.4 The visual representation of the Products on the Site, where available, normally corresponds to the photographic image of the Products, but it has a purely indicative value and is only for the purpose of presenting them for sale, without any guarantee or commitment, on the part of Espresso<sup>h</sup>, as to the exact correspondence of the visual representation of the Products on the Site with the actual Products; and this with particular regard to their actual dimensions and/or the chromatic aspects of the Products and/or the packaging. In the event of any difference between the image and the written product sheet, the description of the Product sheet shall always prevail.

### **7. Purchase Procedure**

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7.1 The Customer may purchase the Products illustrated in detail on the Site, within the respective sections divided by product category, as described in the relevant information sheets, respecting the technical access procedures illustrated therein.

7.2 To proceed with the purchase of the Products, the Customer must fill in and send to Espresso<sup>h</sup> the order form in electronic format available on the Site, following the relevant instructions. Purchase orders must be exactly filled out in all relevant parts.

7.3 The Customer shall place the selected Products in the appropriate "Shopping Cart" and, after choosing the delivery method and viewing and accepting the contribution for delivery costs, may proceed with the purchase.

7.4 Once this operation is completed, the Customer will display a screen containing a summary of the purchase order, including delivery charges, with a request for further confirmation to proceed with the purchase. The Customer is invited to carefully check the contents of the Shopping Cart in all its details before this further confirmation; once confirmed, the contents of the Shopping Cart can no longer be modified.

7.5 Following the display of the summary, the Customer shall select the desired type of payment and submit the order by clicking on the appropriate button.

7.6 The function of purchasing Products as a guest is available on the Site. With this purchase mode, you will only be asked for those details essential to process the Order. Upon completion of the purchase process, you will be offered the option to register as a user or continue as an unregistered user.

### **8. Method of Finalizing the Contract**

8.1 The information set out in the Conditions and the details contained on the Site do not constitute an offer to the public, but merely an invitation to make a contractual proposal. No contract will exist between you and Espresso<sup>h</sup> with respect to any Products until your order has been expressly accepted by Espresso<sup>h</sup>. If your offer is not accepted and a charge has already been made to your account, the amount will be returned to you in its entirety by the same medium used for payment.

8.2 The order sent by the Customer has the value of a contractual proposal and implies full knowledge and full acceptance of the Conditions.

8.3 The Purchase Contract between Espresso<sup>h</sup> and the Customer shall be deemed concluded when Espresso<sup>h</sup> sends acceptance of the order communicated by email to the Customer's address (hereinafter "Order Confirmation"). The Order Confirmation will indicate an "Order Number" that will serve to identify exactly the order of Products and will be used in any subsequent communication regarding the purchase. The message will repropose, in addition to the information required by law, all the data entered by the Customer who undertakes to verify their correctness and promptly communicate any error. Possible additional expenses caused by errors in the data not promptly reported by the Customer will be the sole responsibility of the latter.

### **9. Refusal to Process an Order**

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9.1 Espresso reserves the right to refuse the order sent by the Customer, at its own discretion, without the Customer being able to make any claim whatsoever, for any reason whatsoever, including compensation, in the event of non-acceptance of the order.

9.2 In particular, Espresso reserves the right not to accept purchase proposals or cancel orders that are anomalous in relation to the quantity of products purchased or the frequency of purchases made on the Site, as well as in relation to the improper or suspicious use of vouchers or that do not give sufficient guarantees of solvency or if - even after comparison with the circuit that manages credit card payments - anomalies are found in the transactions and means of payment used by the Customer.

### **10. Availability of Products**

10.1 All orders for Products are subject to their availability.

10.2 If the Products you choose are not available, in whole or in part, Espresso will send you only the Products in your order that are available, after sending you a notice regarding the Products that are not available and will refund any amount already paid for the Products that are not available.

### **11. Prices of the Products**

11.1 The prices of the Products are those indicated on the Site and include VAT but exclude delivery charges which are to be added to the total amount payable.

11.2 Delivery charges are properly highlighted at the time of the order. The cost varies depending on the mode of delivery and payment, as well as the destination and the total amount of the order.

11.3 Prices may change at any time; any change will not affect orders for which Espresso has already sent an Order Confirmation.

### **12. Invoicing and Mode of Payment**

12.1 Espresso shall issue an invoice for the purchased Products, upon acceptance of the order by the courier, sending it by e-mail to the Customer. For the issuance of the invoice, the information provided by the Customer shall be authentic. No change in the data will be possible after the issuance of the invoice itself.

12.2 Payment for the purchased Products can be made by credit cards, through PayPal, Scalapay and through gift cards that can be purchased on the Site.

12.3 Clicking "Authorize Payment" will confirm that you own the credit card.

#### Credit Cards.

Credit cards accepted for payment are: Visa, Mastercard, American Express.

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Credit cards will be subject to verification and authorization by the credit card issuer. If such entity does not authorize payment, we will not be able to complete the Purchase Agreement with you and Espresso<sup>h</sup> will not be responsible for any delay or non-delivery of the Products.

Espresso<sup>h</sup> does not retain credit card information.

### PayPal

If the payment method chosen is Paypal, the Customer is redirected to the PayPal site, where they can access their account by entering their individual personal e-mail address and password.

A confirmation e-mail from PayPal will be sent with each transaction performed by this method.

It should be noted that the amount of the order is charged to your PayPal account when the courier takes the order. When placing the order on the Site, an authorization request will simply be made to check the availability on the Customer's PayPal account, without any charge.

If the order is cancelled, the amount is refunded to the Customer's PayPal account.

### Scalapay

If the payment method chosen is Scalapay, the Customer is redirected to the Scalapay site, where they can access their account by entering their own individual credentials.

At the time of purchase, the first installment will be paid. Subsequent installments will be charged monthly and will be automatically charged to the card set as default on the due date.

If the order is cancelled, the amount is refunded to the card set to the Customer's Scalapay account for the amount paid up to that time.

### 13. Discount Coupons - Promotions

13.1 Any discount coupons or promotional codes may be entered when the Customer completes the purchase order. The system will update the total amount of the order net of the value of the voucher or promotion.

13.2 The discount voucher may be combined with other commercial initiatives only in the cases in which it will be expressly indicated on the Site.

### 14. Method and Cost of Delivery

14.1 Without prejudice to the provisions of Article 5 above (Availability of the Service) and except where extraordinary circumstances arise, Espresso<sup>h</sup> undertakes to do everything within its power to deliver the order of the Products without undue delay and, in any event, within a maximum period of 30 days from the Order Confirmation.

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14.2 The delivery of the Products will be made in the manner chosen by the Customer and the timing will vary depending on the delivery method chosen and the destination. However, the terms indicated at the time of the Purchase Order are purely indicative. Delivery will take place without appointment.

14.3 If for any reason Espresso is unable to meet the delivery terms, we will inform you and give you the options of continuing the purchase by setting a new delivery date or canceling the order, resulting in a refund of the full amount paid.

14.4 No liability, for any reason whatsoever, may be charged by the Customer to Espresso in the event of any delay in the processing of the order or delivery of the Products covered by the Purchase Agreements.

14.5 The Products ordered will be sent to the postal address specified by the Customer. Upon delivery of the Products by Espresso to the appointed courier, an e-mail confirming the shipment will be sent to the Customer. In case of "Click & Collect" service, the Customer will receive an e-mail confirmation that the Order is ready for pickup at Espresso's store.

14.6 At the time of delivery of the Products by the courier at the address chosen by the Customer or at the time of collection at the Espresso store, the Customer is required to scrupulously check that: the packaging is not damaged or otherwise altered; the number of pieces/packages being delivered corresponds to what is indicated in the transport document; the Products are not opened.

14.7 Any damage to the packaging and/or the Products and/or the mismatch of the number of pieces/packages with the indications in the transport document must be immediately contested by the Customer to Espresso, by means of appropriate notification to Customer Service (by sending an e-mail to [help@espresso.it](mailto:help@espresso.it)), specifying the order number.

14.8. For the purposes of these Conditions, delivery shall be deemed to have taken place or the order shall be deemed to have been delivered by the acquisition by the Customer or a third party indicated by the Customer of the material availability or otherwise control of the Products, which shall be evidenced by signing the order receipt at the agreed shipping address.

### 15. Force Majeure

15.1 Espresso shall not be liable in any way for any failure or delay in the performance of any of its obligations under the Contract with you caused by events beyond its reasonable control (hereinafter "Force Majeure Events"). Force Majeure Events shall mean any act, event, failure to occur, omission or accident beyond your reasonable control, including but not limited to: strikes, natural disasters, acts of terrorism, network malfunctions and/or power outages; inability to use public or private transportation; unforeseeable or unavoidable events that cause a delay in deliveries or make deliveries difficult or impossible or cause a significant increase in the cost of delivery to be borne by Espresso.

15.2 In the event of Force Majeure Events, Espresso shall have the right to split, postpone or cancel all or part of the scheduled delivery or to terminate the Purchase Agreement. Espresso shall take care to provide timely and adequate notice of its determinations to the email address provided by

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the Customer and the Customer shall be entitled to a refund of any price already paid, excluding any further claim, for any reason whatsoever, against Espresso.

### 16. Liability and Disclaimer of Espresso

16.1 Except as otherwise provided in these Terms, Espresso's liability with respect to Products purchased on the Site shall be limited solely to the purchase price of the Products in question.

16.2 Notwithstanding the foregoing, and to the extent permitted by applicable law, Espresso will not accept any liability for damages to third parties and consequential damages, such as: lost profits; loss of business volume; loss of anticipated savings; wasted office administration time.

16.3 You are requested to make sure that you are not allergic to any of the ingredients in the Products before application. Espresso should not be held responsible for any reactions to the ingredients in the Products sold. None of the Products should be used as a substitute for medical care or clinical treatment. Any recommendations for use given on the Site or provided by Espresso's Customer Service are for informational purposes only and are in no way a substitute for medical advice, which we encourage you to consult as needed.

### 17. Right of Withdrawal and its Effects

17.1 If you are contracting as a consumer, you have the right to withdraw from the Contract within a period of 14 days without giving any reason.

17.2 The withdrawal period referred to in the preceding paragraph shall end after 14 days from the day on which you, or a third party other than the carrier and designated by you, acquires physical possession of the Products or, in the case of multiple goods ordered through a single Order and delivered separately, from the day on which you or a third party other than the carrier and designated by you acquires physical possession of the last Product.

17.3 To exercise your right of withdrawal, you must inform Espresso of your decision to withdraw from the contract by an express statement of your decision sent by e-mail to: [help@espresso.it](mailto:help@espresso.it). You may use the attached model withdrawal form for this purpose, but it is not mandatory.

17.4 To comply with the withdrawal period, it is sufficient for you to send the notice regarding the exercise of the right of withdrawal before the expiration of the withdrawal period.

17.5 You are required to return the Products to B. Cosmetics srl Strada Provinciale San Silvestro n. 13 - 65129 Pescara (PE), using a carrier of your choice, without undue delay and in any event within 14 days from the day on which you communicated your decision to withdraw from the Contract; the deadline is met if you return the Products before the expiration of the 14-day period. You will be responsible for the direct costs of returning the Products. As an alternative to shipping, you may return the Products to Espresso's store, located in Milan at Via Donizetti 8, no later than 14 days from the day you communicated your decision to withdraw from the Contract, during the days and hours in which the store is operational (excluding holidays); the Customer must go to the store in person, provide the order number and sign, if required, a return declaration. This is without prejudice to Customer's obligation to deliver the Products in the terms and conditions of the Terms, otherwise the in-store return will not be authorized.

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17.6 You are only liable for any diminution in the value of the Goods resulting from any handling of the Goods other than that necessary to establish the nature, characteristics and operation of the Goods.

17.7 The right of withdrawal is excluded with respect to the delivery of sealed goods that are not suitable for return for hygienic or health protection reasons and have been opened after delivery.

17.8 Refunds will be denied if: i) the Product is returned damaged and/or worn and/or without the labels; ii) the Product has been visibly used; and/or iii) an item other than the Product to be returned is returned. We therefore urge you to be careful in your return transactions and to take care of the Products while they are in your possession. Espresso<sup>h</sup> may ask the Customer for a photo to prove that the Product has not been used. Depending on the type of Product, the following may be requested, for example: a photo of the dispensing spout; a photo of the tip; a photo of the metal tab located under the cap; or a photo of the cardboard packaging.

17.9 After authorizing the return of the Products, Espresso<sup>h</sup> shall inform the Customer of the address to which the Products shall be shipped (B. Cosmetics srl Strada Provinciale San Silvestro n. 13 - 65129 Pescara (PE). This is without prejudice to the Customer's right to return the Products at Espresso<sup>h</sup>'s store located in Milan, Via Donizetti 8, during opening days and hours (excluding holidays). Once the return of the Products has been received, Espresso<sup>h</sup> will contact the Customer to find out whether they wish to proceed with the refund or exchange of the Products; in the case of an in-store return, any exchange of the Products of the Customer's choice will take place at the same store.

17.10 In the event that the Customer opts for the exchange, Espresso<sup>h</sup> will proceed to send the new Product(s) chosen, at the address indicated by the Customer, at no additional delivery charge for the new Product(s), provided that the original Product(s) have been returned under the terms and conditions set forth in the Conditions. Please note that Espresso<sup>h</sup> will also be entitled to charge you for the costs of the new Product(s) if you have not returned the original Product(s) on the terms and conditions set out in the Conditions.

17.11 The return shipment is under the complete responsibility of the Customer; in case of damage to the Products during transportation, the Customer will be notified, who must arrange at his or her own expense to pick them up no later than 30 days. After this deadline, the Products will be disposed of. Espresso<sup>h</sup> suggests choosing a traceable method of return and assumes no responsibility for any lost return shipments.

17.12 Contract termination and refund amount will be communicated by Espresso<sup>h</sup> via email on the address you provided. The refund amount will be credited to the means of payment you used for the purchase.

17.13 In the event of withdrawal, you will be refunded all payments you have made to Espresso<sup>h</sup> excluding delivery costs, without undue delay and in any event within 14 days of the day on which Espresso<sup>h</sup> is informed of your decision to withdraw from the Contract. The refund will be made using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise and provided that you do not incur any additional costs as a consequence of the refund.



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17.14 Espresso may withhold the refund until it has received the goods and checked that they conform to be returned or until the Customer transmits proof of shipment (whichever occurs first).

### 18. Non-conformity of Products and Defective Products

18.1 The Products offered on the Site comply with national and EU legislation. The images and colors of the Products may differ from the actual ones due to the local settings of the systems and/or tools used to display them.

18.2 In the event that you believe that at the time of delivery the Product does not comply with the description published on the Site, and in any case with the provisions of the contract, and in the event of a defective or faulty Product, you shall be entitled to a refund of the price paid for the Product if the non-conformity, fault or defect actually exists. To this end, you shall immediately contact Espresso by sending an email to: [help@espresso.it](mailto:help@espresso.it). Consequently, Espresso - having made the appropriate verifications - will notify you of the manner in which the refund will take place.

18.3 The Contract is subject in any case to the provisions on the Legal Warranty of Conformity of goods provided by the legislation applicable to the matter and in particular by the Consumer Code (Legislative Decree 206/2005, Part IV, Title III, art. 128 et seq.)

### 19. Communications and Complaints

19.1 All communications addressed to Espresso must be sent through the appropriate means within the Site. To prove that a communication has been served, it will be sufficient to prove, in the case of a letter, that it was properly addressed, stamped and delivered to the postal service and, in the case of an email, that it was sent to the recipient's email address.

19.2 Espresso reserves the right to send you any communications by e-mail or by mail to the address you provided when placing your order.

### 20. Intellectual Property

20.1 You acknowledge and agree that all copyrights, trademarks and any intellectual property rights in the content and materials on the Site are owned by Espresso and/or its licensors, without any rights being derived by the Customer from access to the Site and / or the conclusion of the Purchase Agreements. Any use, even partial, of the same is prohibited without the prior written authorization of Espresso, in whose favor all related rights are exclusively reserved.

20.2 Any use of the contents and materials of the Site suitable for training artificial intelligence (AI) systems, as well as the use of automated means of data scraping is strictly prohibited.

### 21. Viruses, Piracy and Other Cyber-Attack Risks

21.1 You shall avoid any misuse of the Site as well as avoid the introduction of viruses, trojan horses, worms, logic bombs or other programs or materials that may cause technological damage. If unauthorized, you shall not access the Site, nor the server where it is hosted, nor any other server, computer, or database related to our Site. You agree not to perpetrate DoS attacks against this

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Site. In case of non-compliance with the above commitment, Espresso will inform the competent authorities with whom it will cooperate to identify those responsible for the perpetrated attack and will immediately withdraw its authorization to use the Site.

21.2 To the fullest extent permitted by applicable law and with respect for the fundamental rights of consumers, Espresso disclaims any liability in the event of any damage or loss resulting from a DoS attack, virus or other program as a result of the use of the Site or downloading content from the Site itself or redirecting the user to it.

### 22. Waiver

If Espresso fails, during the performance of the Contract, to demand from you the exact performance of any of its obligations, or of any of its obligations under these Terms, or again, fails to exercise any right and/or action to which it is entitled under the Terms, this shall not constitute a waiver of such rights or actions and shall not relieve it from the performance of its obligations thereunder.

### 23. Partial Nullity

Should any provision of the Conditions, or any part thereof, or any of the provisions of the Contract be invalid, unlawful or unenforceable by the competent authority, even in part, or should there be a loophole in the provisions of the Conditions and/or the Contract, the remaining provisions shall nevertheless remain valid and enforceable.

### 24. Applicable Law and Jurisdiction

24.1 The use of the Site, the Contracts for the Purchase of Products through the Site and these Conditions are governed by Italian law, without prejudice to the application of EU legislation and international treaties when applicable.

24.2 Any civil dispute concerning the use of the Site and/or the Contracts of Purchase of the Products through the Site and/or the interpretation and/or validity and/or effectiveness of the Conditions shall be settled by the Court of the place of residence or domicile of the consumer if located within the Italian territory.

### 25. Complaints and Out-of-Court Dispute Resolution Procedures Relating to Orders Placed as a Consumer

25.1 For any complaint, please contact Espresso using the customer service channels indicated on the Site. Customer service will handle the complaint received in the shortest possible time and, in any case, within the legally stipulated terms.

25.2 In accordance with current legislation - in particular: Consumer Code (Legislative Decree 206/2005, art. 141-sexies, III paragraph) and EU Regulation No. 524/2013 - we inform you that you have the right to solicit an out-of-court settlement of disputes relating to orders placed through this Site through the European ODR (Online Dispute Resolution) platform <http://ec.europa.eu/consumers/odr> made available by the European Commission for the out-of-

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court settlement of disputes arising from contracts for goods and services concluded online between consumers and professionals.

### ANNEX

Model withdrawal form - pursuant to the Consumer Code (Legislative Decree 206/2005) Article 49, paragraph 1, letter h) -

(complete and return this form only if you wish to withdraw from the contract)

- Recipient: B. Cosmetics srl Strada Provinciale San Silvestro n. 13 - 65129 Pescara (PE)

- I/we (\*) hereby give notice of withdrawal from my/our (\*) contract of sale of the following goods/services (\*)

- Ordered on (\*)/received on (\*)

- Name of consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if this form is served in paper version)

- Date

(\*) Delete unnecessary wording.