

These General Terms and Conditions of Sale are drawn up in **English**. They will be only applied to sales dedicated to customers who reside and indicate as address a delivery area situated in **Suisse, Liechtenstein, Iceland et Norvège**, as included on the specific Country list displayed on the top of every Website page ("Select Your Country").

Before proceeding Customers have to select their "Delivery Country", in the drop-down menu dedicated to country selection.

For customers wishing to place orders to and from a different Country: select the Country name (if any) and refer to the relevant Terms and conditions.

The following General Terms and Conditions of Sale regulate the offer and sale of products and / or services on the e-commerce Website **www.sealup.net** ("Website"). Please read these General Terms and Conditions of sale carefully before ordering any products.

The Products and services commercialized within the Site ("hereinafter known as the "Products") are supplied and sold directly by Ecommerce Outsourcing S.r.l., a Company registered in Italy (Trade register number, tax code and VAT number IT08576060969, R.E.A. Milan no. 2034727, fully paid share capital of EUR 30,000.00), with its registered office in Italy, at Piazza Diaz, 6, 20123 Milano (Milan).

Ecommerce Outsourcing manages the Website on behalf of

Detailed information on how to contact Ecommerce Outsourcing quickly and directly, as well as to request information, send notifications, request assistance or to file complaints are available on the Customer Service page.

## Scope and navigation of the Site

- The supply and sale of Products on the Site represent a distance sales contract regulated by Legislative Decree 9 April 2003, no. 70, covering the regulations for electronic commerce (e-commerce) and articles 45 ff of the Legislative Decree 6 September 2005, no. 206 ("Consumer Code") and subsequent amendments.

The customer is required to carefully read these Terms and Conditions of Sale, that Ecommerce Outsourcing makes available on the "Terms and Conditions" section of the Site and of which is permitted storage and reproduction, as well as any other information that Ecommerce Outsourcing provides on the Site, either before and during the purchase process.

The applicable General Conditions of sale are those in force at the sending date of a purchase order. The General Conditions of sale may be altered at any time. Any alterations and/or new conditions shall come into force from the moment of publication on the Site. Customers are therefore invited to visit the Site in order to verify any alterations and/or new conditions of the General Conditions of sale.

The current General Conditions of sale do not regulate the sale of products and/or the supply of services by parties other than Ecommerce Outsourcing which are present

on the Site through links, banners or hyperlinks. Before engaging in commercial transactions with these parties it is advisable to check their conditions of sale. Ecommerce Outsourcing is not responsible for the supply of services and/or the sale of products by these parties. Ecommerce Outsourcing does not conduct checks and/or monitoring of websites that can be consulted through these links. Ecommerce Outsourcing therefore takes no responsibility for the contents of these sites or for any mistakes and/or omissions and/or legal violations by the said websites.

The current General Conditions of Sale are applicable in the following States: Suisse, Liechtenstein, Iceland et Norvège each of which is associated with a specific section of the Site ("Country").

The Site allows each customer to surf the Site and, upon or without registration, to make purchases in any "Country", independently of the actual State where the customer visits the Site.

When the customer visits the Site, the Site recognizes, by means of the IP address, the Country from where the customer is visiting. If the customer makes further visits using the same IP address, it is proposed the latest "Country" selected by the customer in the precedent session. The customer will be able to change the "Country" at any time by choosing a different one in the section "Select your Country" in the header of each page of the Site.

The "Country" used for surfing is therefore either the one chosen by the customer, using the aforesaid option, or, if no choice is made, the one associated with the State from where the customer is visiting the Site.

A change in the surfing Country after the beginning of the purchase procedure, which coincides with the moment in which the customer puts a Product in the shopping basket, is permitted but involves interrupting the purchase procedure, the emptying of the shopping basket and redirecting the customer to the home page of the chosen "Country".

## **Purchase on the Site**

The purchase of Products on the Site is only permitted for people who are 18 years old or over.

The purchase of Products on the Site is permitted both for customers which are "Consumers" as defined in the Italian Consumer Code and for customers which are not "Consumers".

According to art. no. 3, par. I, letter a) of the Consumer Code, a consumer is a natural person who, with regard to the purchase of Products, acts for purposes unrelated to any business, commercial, professional or craft activities interests that he/she may have. The indication of the VAT number during the purchase procedure is deemed to be considered as an indicator of the execution of the purchase for purposes related to business, commercial, professional or craft activities.

The purchase of Products on the Site can be carried out upon or without registration. Registration with the Site is free. To register with the Site, the customer must compile

the registration form, clicking on "Login".

The registration with the Site, enables the customer to:

check online the Order Status and "Order History" (in particular, clicking on the number of each order placed, it is possible to check its full details, including shipping and billing address);

monitor the shipment tracking directly within the "Order History" page;

manage delivery addresses speeding up the compilation of subsequent new order forms;

access in faster way to after-sales service, by posting "online reports" directly from the "Order summary" page;

receive special offers on products;

manage information related to his/her personal profile (in particular, manage the own password to access the reserved area);

change address details related to shipping or billing data, and / or add new shipping addresses;

change the status of the subscription to the newsletter.

The customer hereby guarantees that the personal data provided during the registration procedure for the Site are complete and truthful and undertakes to indemnify and hold harmless Ecommerce Outsourcing from and against any all losses, damages and/or liabilities deriving from and/or in any way connected to the violation by the customer of the regulations concerning registration with the Site or the conservation of registration credentials.

The Site is reserved for retail sale. Retailers, wholesalers or, in general, all those who wish to purchase Products for the purposes of subsequent resale, cannot submit orders on the Site for purchasing.

If there should be violations of the prohibitions set forth under the present article, Ecommerce Outsourcing reserves the right to under take all actions required to ensure that such irregularities cease immediately, including the suspension of access to the Site, the cancellation of the registration or the non-acceptance or cancellation of irregular orders.

Ecommerce Outsourcing is a virtual retailer whose commercial offering is based on goods from its own stores as well as goods whose availability is based upon communications from its own suppliers. The Site is automatically updated continuously to ensure the best match between the availability provided by suppliers and the one published on the Site. Some Products may no longer be available after transmission of an order, including when different users purchase the same Product at the same time. In this case the customer will be immediately informed by e-mail, the order will be cancelled and the total amount paid, including delivery and any other costs for that order, will be refunded to the person who paid (see Payment section). In any case, the customer will receive a discount coupon of 10% to be spent on the Website, within 3 months, to purchase an alternative product with similar

characteristics to the canceled one.

## **Information designed to conclude a contract**

In accordance with Legislative Decree 9 April 2003, no. 70 containing provisions related to electronic commerce (e-commerce), Ecommerce Outsourcing hereby informs the customer that:

to conclude the purchase contract of one or more Products on the Site, the customer must compile an order form in electronic format and send it to Ecommerce Outsourcing electronically, following the instructions that will appear each time on the Site;

before proceeding with the transmission of the order form, the customer can identify and correct any errors in the insertion of data by following the instructions on the Site; furthermore, the customer, shall accept the General Conditions of sale;

once the order form has been registered, Ecommerce Outsourcing will send an e-mail of "confirmation of the Registration of the Order" to the customer, at the indicated e-mail address, containing the following: a summary of the General Conditions of Sale, the information regarding the basic features of the purchased product, a detailed indication of the price, the form of payment used, the delivery expenses and any additional expenses as well as information about the right of withdrawal;

the order form will be filed in the data bank of Ecommerce Outsourcing for the time required for the completion of the contract and, in any case, according to the procedures and time limits laid down by law. To gain access to his/her order form, the customer must follow the procedure described under article "Orders".

The languages available to customers for the completion of the contract are : english, italian.. Customer Service can communicate with customers in Italian and English.

## **Product availability**

Details of Product availability ("Timing") will be found in the technical data section of each Product ("Datasheet"). If the Product is labeled "On Request" the customer may continue to reserve the Product which will be ordered by Ecommerce Outsourcing for the customer, who will be notified by e-mail when the Product is available.

Due to simultaneous purchases, the Product may not be immediately available for technical reasons after the transmission of the order, even though it was labeled "Immediately Available", and will need to wait for restocking. In this case the customer will be immediately informed by e-mail and may cancel the order at any time up to shipment of the Product by clicking the "Cancel" button in the e-mail.

If the Product ordered is not available, the customer will be immediately notified by e-mail, and in any case within thirty days of receipt of the order. If the customer has already paid and opts to cancel the order, Ecommerce Outsourcing will promptly reimburse the total amount paid for the Product as detailed in the "Payment" section.

## **Product Information**

Each Product has a technical data section, which details the main characteristics based on the information provided by the suppliers. Ecommerce Outsourcing reserves the right to change the Datasheet without prior notice.

Ecommerce Outsourcing will do its best to ensure that the photographs published on the Site as part of the Datasheet represent the Product for sale as faithfully as possible. The colors may differ due to the settings of the computer or systems used to view the photos. Pictures of the Product in the Datasheet may differ in size or in relation to accessories. For the purposes of this sales contract, the Product description contained in the order sent by the customer will be relied on.

The Site may also contain information to support general purchases, for example in the glossary or in the buying Guide. This information is intended to be simply general material, not the actual characteristics of a single Product. For the purpose of this sales contract, the Product description contained in the order sent by the customer will be relied on.

Depending on the type of Product, it may be delivered with an identifying tag attached with a plastic fastener (e.g. clothing).

## Prices

All the prices of the Products published on the Site are expressed in Euro and are inclusive of Value Added Tax (and RAEE Tax where applicable).

Customers are hereby informed that, due to various factors, including the business policy of the owners of the brands, the price of the Products offered for sale on the Site may differ according to the different Countries.

Ecommerce Outsourcing hereby reserves the right to alter the price of Products at any time, and also several times during the same day, without prior notice, it being understood that the price charged to the customer shall be the one indicated on the Site at the time of placing the order and will not take account of any variations (either increases or decreases) subsequent to the transmission of the said order.

If on the Site a "Street Price" is noted next to a Product, this is the manufacturer's recommended retail price via the distribution chain. Some shops or wholesalers may offer the Product permanently, or as a special offer, at a price lower than the one indicated on the Site. If there is a "Street Price", the percentage indicated next to the Product is the percentage difference between the Street Price and the Product Price on the Site.

## Orders

The "Order Confirmation" e-mail will also indicate a Customer Order Number, which must be used in any further communication with Ecommerce Outsourcing, along with all the Customer information used with the order. The customer is responsible for the accuracy of that information and for promptly communicating any changes using the Online Customer Service in the Customer Service section of the Site.

Customers who have registered can access their "Order Summary" and review the status of their orders through the "Order History" section on the Site. Customers who have not registered can access their "Order Summary" by following the instructions detailed on the "Customer Services" page or by clicking on the Order History link in their Order Confirmation e-mail. Reporting or information requests can be made through the Online Customer Service in the Order Summary.

Ecommerce Outsourcing reserves the right to refuse orders that:

are from a customer with whom Ecommerce Outsourcing is engaged in a legal action;

are from a customer who has previously violated the Ecommerce Outsourcing purchasing terms and conditions;

are from a customer that is engaged in any type of fraud, in particular in fraud relating to credit card payments;

Ecommerce Outsourcing reserves the right to refuse orders from customers that have left false, incomplete or inexact information.

## Payment Methods

Payment for Products purchased on the Site may be made using the payment methods described in the following paragraphs. Some payment methods may not be used due to the type of product purchased and/or delivery or dispatch mode. The available payment method for each product will be specifically mentioned during the purchase procedure on the Site.

### Credit Card

Payment for Products bought through the Site can be made directly by credit card.

Credit cards accepted by Ecommerce Outsourcing are detailed on the Payment Methods page. Payments using other cards may require an additional fee. The demand and amount of the fee, if required, will be clearly and specifically indicated on the payment page that appears during the purchase process and also in the Datasheet.

Payment by credit card at the conclusion of the contract requires the credit card issuer to authorize only the amount relative to the purchase ("Authorization"). The amount due from the customer will be debited from the credit card only on the day after complete or partial shipment of the Product. If the Product is "Requested" or "Booked", or of any type other than being immediately available, Ecommerce Outsourcing reserves the right to debit the amount prior to shipment, so the Authorization does not expire.

Whenever the contract is cancelled, with subsequent cancellation of the order before the customer's credit card is debited, Ecommerce Outsourcing will request the credit issuer to release the reserved amount through the banking system. The release time will entirely depend on the credit card issuer and, for certain type of credit cards, it can be up to the normal lapse of 24 days from the date of Authorization. Once the credit card issuer has been asked to release the reserved amount Ecommerce Outsourcing cannot under any circumstances be liable for any damages, direct or indirect, due to

the delay in the banking system to release the reserved amount.

To guarantee the safety of payments made through the Site and to prevent fraud, Ecommerce Outsourcing reserves the right to ask for additional customer information (e.g. a fixed line telephone number or a two-sided copy of a valid identity card via e-mail or fax). The e-mail will specify the time limit to provide Ecommerce Outsourcing with this information. This deadline will, in any event, be no longer than 4 working days from receipt of the request by the customer. The order will be suspended until the information is received. The customer must provide the information requested within the time specified. If Ecommerce Outsourcing does not receive the documentation requested within the time limit, or the documentation is out of date or invalid, the contract will be considered cancelled as per Article 1456 of the Italian Civil Code and the order cancelled with Ecommerce Outsourcing reserving the right to seek redress for any damages incurred due to the improper actions of the customer. Termination of the contract will be communicated to the customer within 4 working days from the end of the time limit to send the required documentation, as requested by Ecommerce Outsourcing. Termination will involve cancellation of the order and reimbursement of any amounts paid by the Customer. If Ecommerce Outsourcing receives the requested documentation within the time limit then delivery terms for the Product will apply from the date of receipt of the documentation or the date of confirmation of the transaction by the fraud risk prevention Centre.

Ecommerce Outsourcing is not in a position to know information concerning the customer's credit card at any time during the purchase procedure, which is directly transmitted through a protected connection to the credit card issuer's site. No Ecommerce Outsourcing archive will store any of this information.

## Paypal

Payment for Products purchased on the Site can be made through PayPal, according to the terms and conditions of the contract agreed between the customer and PayPal. When paying by PayPal, the amount of the purchase will be debited by PayPal immediately, when transmitting the order.

With any termination of the contract and subsequent cancellation of the order, the amount of the purchase will be credited back to the same customer's PayPal account. The means of crediting the payment method connected to a PayPal account depend exclusively on PayPal. Once the purchase amount paid via a Pay Pal account is repaid, Ecommerce Outsourcing will under no circumstances be liable for any damages, direct or indirect, caused by delays that are attributable to Paypal or to the banking system in effecting the credit.

To guarantee the safety of payments made through the Site and to prevent fraud, Ecommerce Outsourcing reserves the right to ask for additional customer information (e.g. a fixed line telephone number, or a two-sided copy of a valid identity card via e-mail or fax). The e-mail will specify the time limit to provide Ecommerce Outsourcing

with this information. This deadline will, in any event, be no longer than 4 working days from receipt of the request by the customer. The order will be suspended until the information is received. The customer must provide the information requested within the time specified. If Ecommerce Outsourcing does not receive the documentation requested within the time limit, or the documentation is out of date or invalid, the contract will be considered cancelled as per Article 1456 of the Italian Civil Code and the order cancelled with Ecommerce Outsourcing reserving the right to seek redress for any damages incurred due to the improper actions of the customer. Termination of the contract will be communicated to the customer within 4 working days of the end of the time limit to send to required documentation, as requested by Ecommerce Outsourcing. Termination will involve cancellation of the order and reimbursement of any amounts paid by the customer. If Ecommerce Outsourcing receives the requested documentation within the time limit then consignment terms for the Product will apply from the date of receipt of the documentation or the date of confirmation of the transaction by the fraud risk prevention Centre.

Data entered on the PayPal site will be treated directly by Paypal and will not be forwarded or shared with Ecommerce Outsourcing. Ecommerce Outsourcing has no knowledge of and does not store credit card data linked to the customer's PayPal account, or data of any other payment instrument associated with this account.

## **Method, costs and terms of delivery**

Delivery of the Products purchased on the Site is carried out in all the States indicated in the above-mentioned article at the delivery address indicated by the customer in the order form. However, delivery can only be undertaken within the borders of the State associated with the "Country" under which the customer is visiting at the time in which he/she begins the purchase procedure by clicking on "Add to Cart".

The customer is therefore obligated to include a shipping address in the State associated with the Country in the order form. Orders that have a shipping address outside of its borders will be cancelled pursuant to and by effect of Art. 1456 of the Italian Civil Code and the total amount paid will be refunded.

Delivery cannot be effected in the so-called "Free Zones," including, but not limited to, Livigno, Campione d'Italia (IT), Ahvenanmaan lääni (FI), Açores, Madeira (PT) Ceuta, Las Palmas, Melilla, Santa Cruz de Tenerife (ES), the Channel Islands (GB) or to P.O. boxes or post offices. In the event that the shipping address is a P.O. box or a post office or in one of the places mentioned, Ecommerce Outsourcing will terminate the contract pursuant to and by effect of Art. 1456 of the Italian Civil Code and refund any amounts paid. If the customer is unsure about the location of a delivery address, he/she is invited to make a request by logging on to the "Online Customer Service" on the Site.

Delivery costs are charged to the customer unless otherwise indicated in the Datasheet section of the Product. The amount of such costs (including VAT), which



can vary depending on the delivery method chosen by the customer, the destination, the number and the weight or volume of the Products that the customer decides to purchase, will be clearly and separately indicated in relation to the single Product in the Datasheet of the Product and, in any case, before the customer sends the purchase order. This amount will later be shown in the "Order Confirmation" and "Shipping Confirmation" e-mails.

Delivery costs are charged to the customer unless otherwise indicated in the Datasheet section of the Product. The amount of such costs (including VAT), which can vary depending on the delivery method chosen by the customer, the destination, the number and the weight or volume of the Products that the customer decides to purchase, will be clearly and separately indicated in relation to the single Product in the Datasheet of the Product and, in any case, before the customer sends the purchase order. This amount will later be shown in the "Order Confirmation" and "Shipping Confirmation" e-mails.

The total price of the order, with a separate indication of delivery costs and any other possible additional expense will be shown in the order summary, prior to transmission of the order. This amount due, which will also be detailed in the "Order Confirmation" e-mail, will constitute the total amount owed by the customer in relation to the order. The customer is not required to pay any more than this amount.

Pursuant to Article 14 of Presidential Decree 445/2000 and DL 52/2004, for every purchase made on the Site, Ecommerce Outsourcing issues an invoice for mailed goods, sending it via e-mail to the person making the purchase as an attachment to the "Shipping Confirmation" e-mail. The customer can download a copy of the invoice in Pdf format, after the successful delivery of the Product, from the "Order History" section. Issuance of the invoice relies on information provided by the customer when the order is placed through the Site and that the customer has declared to be true. No change in the invoice is possible after it has been issued.

Products delivery is at ground floor level, unless:

otherwise communicated to Ecommerce Outsourcing Customer Service;

provided in the Datasheet of the Product;

a delivery to floor service has been purchased, where applicable.

It is possible to buy "Additional Delivery Services." The list of "Additional Delivery Services" available in relation to single Products, their detailed description as well as an exact indication of their cost (in Euro, including VAT) will be detailed in the Product Technical Data or during the purchase process. The availability and cost of services is often related to the destination of the goods. If the right to return is exercised, the cost of "Additional Delivery Services" will not be reimbursed to the Customer.

If delivery "to the floor level" or "inside the house" is impossible due to inadequate stairs and door size as specified in the Datasheet or communicated by Ecommerce Outsourcing Customer Service, the courier will deliver the Product to the ground floor. In case of refusal by the customer, Ecommerce Outsourcing will charge him/her with

transportation costs.

It is recommended that on delivery the customer checks:

that the number of packages delivered corresponds to the number indicated in the transport document e-mail sent in advance;

that the packaging is not damaged, wet or otherwise altered;

that the sealing materials (adhesive tape or plastic) have not been tampered with in any manner.

It is in the Customer's interest to report any damage to the packaging or any mismatch in the number of packages by writing "GOODS UNCHECKED" and specifying the reason for the reservation (eg "Packaging broken", "package crushed ", etc..) on the courier's proof of delivery. The unconditional acceptance of Products, in fact, does not allow the customer to take legal action against the courier in case of loss or damage to the Products, except in the case where the loss or damage is due to intent or gross negligence of the courier itself and also with exception for partial loss or damage unknown at the time of delivery. In the latter case, however, the damage must be reported as soon as it becomes known and no later than eight days after receipt.

The customer must point out any special features with regard to the place of delivery of the Product and/or its location. Failure to provide such information or the provision of incorrect details may lead to the customer being charged for any additional costs that Ecommerce Outsourcing incur to complete delivery of the Product.

The customer acknowledges that collection of the Product is a specific obligation under the purchase contract. If non-delivery is due to the absence of the recipient at the address specified in the order form, after two unsuccessful attempts at delivery, the package will go "into storage". If the Product is not collected within five working days from the first delivery attempt the contract will be considered cancelled and the purchase order duly annulled pursuant to Art. 1456 of the Italian Civil Code. On cancellation of the contract Ecommerce Outsourcing will refund the total amount paid by the customer, deducting the cost of unsuccessful delivery of the Product, the costs of returning the Product to Ecommerce Outsourcing as well as any other expenses incurred relating to the unsuccessful delivery caused by the absence of the recipient. Cancellation of the contract and the amount to be reimbursed will be communicated to the customer by e-mail.

Customers who fail to collect shipments more than twice cannot make purchases on the Site, regardless of the method of delivery or payment facility. Entities to place orders in violation of this provision can have their contract of purchase cancelled by right pursuant to and by effect of Art. 1456 of the Italian Civil Code. Termination of the contract will be communicated to the Customer by e-mail.

Collection of a used WEEE (Waste Electrical and Electronic Equipment) Product needs the online purchase of a new article of equivalent type. Ecommerce Outsourcing offers, in compliance with Ministerial Decree 65/2010 Art. 1, paragraph 1,

the opportunity to dispose of used WEEE Products at local drop-off or pick-up points, only to private users. The free service to pick-up old electrical or electronic equipment (WEEE defined) will take place 15 to 30 days following the day of delivery of the new Product. The used WEEE Product will be collected by the courier not from the home, but at ground floor level. To request this service, the customer must contact the Customer Service by telephone or online by visiting the "Customer Service" section of the Site within one working day of placing the order. In the event that the customer purchases the "Premium" service, the more favorable conditions of the used WEEE Product collection service will apply, in lieu of those provided for in this paragraph. The shipping terms, i.e. the courier's responsibility for the Product, and delivery terms are specifically mentioned in the Datasheet for each single Product.

The shipping terms apply from the order transmission date, unless otherwise specified in the General Conditions of Sales or in the Datasheet.

In the event that the customer buys two or more Products, the shipping times will be those of the Product with the longest shipping time plus 24/48 hours for shipment consolidation at Ecommerce Outsourcing's logistics Centre.

The customer may need to be contacted to resolve a logistic or other problem relating to the delivery that may arise. In this case, the shipping terms shall be effective from the day the issue is settled by the contact with the customer and delivery will be delayed accordingly.

Delivery terms run from the date of shipment or such other date as specifically detailed in the Datasheet.

In any case, the customer is notified by text and a "Shipping Confirmation" e-mail when Ecommerce Outsourcing entrusts the shipment to the courier. The e-mail contains details of the delivery including: a list of Products shipped, the amount due, specific forms of payment accepted by the delivery Courier and the tracking number of the shipment linked to the courier's website (if available). Delivery time starts from the time the e-mail is sent, depending on the type of delivery.

If the Product is not delivered or is delivered late under the terms of delivery indicated in the Datasheet, the customer can phone the Customer Service or make a report online by filling out the claim form (select "delivery time not respected" in the dropdown menu) by following the instructions detailed on the "Customer Service" page. Ecommerce Outsourcing will examine the complaint promptly and will communicate the result to the customer via e-mail within 15 days. If the non-delivery or delay is not due to unforeseeable circumstances or force majeure, or is not attributable to the customer, subject to the customer's ordinary legal rights: in the case of non-delivery, Ecommerce Outsourcing will promptly refund the customer the total amount paid, including delivery charges and any other costs for "Additional Delivery Services " or other services purchased by the customer, and in any event within 10 days of notification of the outcome of the complaint; if the delivery is delayed for more than 30 days, the customer may request

cancellation of the contract, resulting in a refund of the total amount paid by the customer, including delivery charges and any other costs for "Additional Delivery Services "or other services purchased by the customer, and in any event within 10 days of the request for cancellation of the contract or, alternatively, the customer may be offered a discount equal to the value of delivery charges paid by the customer to be spent on the Site within 3 months.

A customer who is a Consumer has the right to withdraw from the contract to purchase the Product without incurring any costs other than those provided under article 10.5 below and without stating any reason, within 14 calendar day of receiving the Products.

The withdrawal period shall expire:

- a) in the case of order for a single product, the date on which the customer or a third party other than the carrier and indicated by the customer, acquires physical possession of the Product;
- b) in the case of multiple order with separate delivery, the day on which the customer or a third party other than the carrier and indicated by the customer, acquires physical possession of the last Product.

To exercise the right of withdrawal, the customer must inform Ecommerce Outsourcing of his/her decision to withdraw, prior to the time limit defined in article 10.1.

For this purpose, the customer may:

use the online reporting system set up by Ecommerce Outsourcing within the Order History, ("Online Withdrawal Declaration");

The Online Withdrawal Declaration must be submitted within 14 calendar day of receipt of the Product and is activated by selecting "Exercise of the right of withdrawal", directly in the "Order Summary" accessible through the "Order History" (for a customer who placed the order as a Registered customer). Unregistered customers can access the "Order Summary" by following the instructions contained in "Customer Service" section.

After receiving the Online Withdrawal Declaration, Ecommerce Outsourcing will promptly notify the customer with a confirmation of receipt of the Online Withdrawal Declaration via e-mail, with the relevant time references (date/time of receipt).

use the withdrawal form provided by Ecommerce Outsourcing;

The duly completed Model Withdrawal Form must be sent to Ecommerce Outsourcing within 14 calendar days of receipt of the Product, by registered letter with acknowledgment of receipt, to the address indicated on the Model Withdrawal Form or via fax to the number indicated in the Model Withdrawal Form. The letter will be considered sent in time if it is postmarked within 14 calendar day- of the date of receipt of the Product.

Once the Online Withdrawal Declaration and/or the Model Withdrawal Form have been received, Ecommerce Outsourcing Customer Service will promptly give the

customer instructions for return, assigning a specific AMR (Authorized Merchandise Return) that the customer is asked to use when returning the Product.

The customer must return the Product to Ecommerce Outsourcing with no delay and in any case within 14 calendar day of the date of communication of the AMR number. For the purposes of this period the Product is considered returned when it is delivered to the post office or courier.

The customer is responsible for the diminished value of the Product resulting from the handling of the Product other than that necessary to establish the nature, characteristics and functioning of the Product itself. The Product can be tried, tested or checked but must not be used, washed or damaged. It must therefore be treated with ordinary care and returned undamaged, perfectly suitable for the use for which it is intended and with no signs of wear and tear or dirt, complete in all its parts, including all accessories and leaflets, with identification tags, labels, and any plastic fastener still attached to the Product intact and not tampered with.

The Products sold on the Site are original and are shipped in their authentic packaging; Products must be returned as received: in their original packaging, which is considered essential part of the Product (and which must be enclosed in other packaging, with no AMR number or any other label attached to the original packaging) and must include any accessories (e.g. hangers, garment covers, belts, cables, batteries, manuals, etc.) and/or elements that form an integral part (e.g. any identification tag with disposable plastic fastener).

For example, with clothing, the identification tag must still be attached with the disposable plastic fastener to the Products, it is an integral part of the Product; with shoes, the soles must be in perfect condition and not show marks of any kind, with the same for the original box, which is considered to all intents and purposes part of the Product itself, and which should not have been damaged and/or altered in any way, or used as a single outer packaging in the return shipment.

In addition, underwear (swimwear, briefs, boxers, etc.) must be clean, for reasons of hygiene, we kindly ask that they be tried on while wearing underwear so they do not show any sign of usage.

The right of withdrawal applies to the Product in its entirety. It may not be exercised in relation only to parts and/or accessories of the Product.

The costs of returning the Product shall be borne by the customer or by Ecommerce Outsourcing as duly specified in the datasheet.

If the costs of returning products shall be borne by the customers, the latter will be completely responsible for returns until receipt of the Product is certified by Ecommerce Outsourcing. The customer is responsible for any damage that the Product may incur during transport. Ecommerce Outsourcing is not responsible in any way for any damage or loss or theft that may occur during shipment of goods returned by the customer. The refund will include the cost of delivery, but not the amounts paid for the purchase of "Additional Delivery Services".

If the costs of returning products shall be borne by Ecommerce Outsourcing, the customer will receive the ARM, the waybill and the instructions to use to send back the products. The refund will not include the cost of delivery, as indicated in the Datasheet of the Product, and the amounts paid for the purchase of "Additional Delivery Services".

To limit damage to the original packaging, we recommend placing this in another box and attaching to this the label provided by Ecommerce Outsourcing, showing the AMR number (Authorized Merchandise Return number). Labels or tape must not be directly attached to the original Product packaging.

Whether the customer exercises his/her right of withdrawal, Ecommerce Outsourcing will proceed to reimburse the sums paid by the customer for the Product, including the cost of delivery, but not the amounts paid for the purchase of "Additional Delivery Services", without undue delay and in any event within 14 calendar day from the date Ecommerce Outsourcing was aware of the exercise of the right of withdrawal. In accordance with the applicable law, Ecommerce Outsourcing can suspend the refund until the receiving of the Product.

Refund will be made by cancellation of the transaction using the same means of payment chosen by the customer at time of order with the exception of those payments where this is not possible and which will be clearly indicated in the page under a choice of payment method. In the latter case, the customer shall promptly provide in writing (e.g. along with the return notification), the bank details to be used for reimbursement to allow Ecommerce Outsourcing to make payment. If the recipient of the goods specified in the order form differs from the person who made the payment for the purchase, the refund of amounts under any exercise of the right of withdrawal, will be made by Ecommerce Outsourcing to the person who made the payment.

If the costs of returning the Product shall be borne by the customers, in case of the Product being returned is damaged during transport, Ecommerce Outsourcing will notify the customer within 5 calendar day- of receipt of the Product, to allow the customer to exercise its rights under the contract of carriage. In this case, the Product will remain at Ecommerce Outsourcing and be available to the customer, who can regain possession of the same. At the same time, the request for return will be rejected by Ecommerce Outsourcing because the Product did not meet the conditions set forth under article 10.4 above.

If, under the law, the right of withdrawal does not apply, this exclusion will be made specific and expressly communicated in the Datasheet and, in any case, before the customer proceeds to transmit the order.

If the withdrawal is not exercised in accordance with the applicable law and, in particular, in case the Product is not intact with all its parts and/or is not accompanied by its accessories and/or elements which are an integral part of the Product (e.g. any identification tag, disposable plastic fastener, hangers, belts, cables, batteries,

manuals, ...) and/or is lacking the original packaging which is part of the Product, or when it is damaged or used by the customer beyond the limit of ordinary due diligence, it shall not lead to the rescission of the contract and, consequently, shall not constitute the right to the refund of the amount paid for the Product. The Product shall remain at Ecommerce Outsourcing available to the customer for collection at the customer's expense and under the responsibility of the customer.

All the products sold on the Site are covered by the Legal Warranty of Conformity as provided by articles 128-135 of the Legislative Decree no. 206/2005 ("Consumer Code") ("Legal Warranty").

#### TO WHOM IT APPLIES

The Legal Warranty is reserved for consumers. It therefore applies solely to customers who have made the purchase on the Site for purposes other than entrepreneurial, commercial, craft or professional activities.

#### WHEN IT APPLIES

The seller (and, therefore, with regard to purchases made on the Site, Ecommerce Outsourcing) is responsible to the consumer for any patent defect existent at the time of delivery of the product and which manifests itself within two years of the said delivery. The seller must be informed of the patent defect, under penalty of expiration of the guarantee, within two months from the date in which it was discovered.

Unless proven otherwise, it shall be presumed that the patent defects that manifest themselves within six months from the delivery of the product already existed at that date, unless this hypothesis is incompatible with the nature of the product or with the nature of the patent defect. Starting from the seventh month following the delivery of the product, the burden of proof to demonstrate that the patent defect already existed at the moment of delivery of the product shall lie with the consumer.

In order to take advantage of the Legal Guarantee, the customer must therefore provide proof of the date of the purchase and delivery of the good. It is therefore advisable, to prove the purchase, for the customer to keep the invoice sent by Ecommerce Outsourcing as well as the transport document or any other document that certifies the date of the purchase (such as the credit card statement or the bank statement).

#### WHAT IS A PATENT DEFECT?

A patent defect exists when the purchased good:

is not suitable for performing the function for which goods of the same type are normally used;

does not conform to the description provided by the seller and does not possess the features that the seller presented to the consumer as a sample or model;

does not display the features and performance that are normal for a good of this type, which the consumer could reasonably expect, considering the declarations made in the advertising or on the labeling;

is unsuitable for the specific use desired by the consumer who informed the seller at

the time of the completion of the contract, culminating in the seller's acceptance of the situation.

The Legal Warranty does not cover faults or malfunctioning caused by accidental incidents or due to the customer's responsibility or by use of the product that does not comply with its intended use and/or the information contained in the technical documentation accompanying the product.

#### SOLUTIONS AVAILABLE TO THE CUSTOMER

In case of a patent defect reported within the prescribed period, the customer is entitled:

firstly, to the repair or free replacement of the good, according to preference, unless the requested solution is objectively impossible or excessively onerous with respect to the other one;

secondly (in cases where repair or replacement are impossible or excessively onerous or where repair or replacement have not been made within a reasonable period of time or where the repair or replacement have caused significant inconvenience to the consumer) to the reduction in the price or to the rescission of the contract, according to the preference of the customer.

the value that the good would have if there was no patent defect;

the entity of the patent defect;

the possibility that the alternative solution can be achieved without significant inconvenience for the consumer.

#### WHAT CAN YOU DO WHEN THERE IS A PATENT DEFECT?

If a product purchased on the Site, during the period of validity of the Legal Warranty, should display what could be a patent defect, the customer should send a specific communication to Ecommerce Outsourcing by the Online Customer Service – directly from his/her "Order Summary/", easily reachable through the "Order History" section (the customers not registered to the Site may access the "Order Summary" following the instructions contained in the "Customer Section" section.) Ecommerce Outsourcing hereby reserves the right to ask the customer to enclose the invoice and/or the transport document or any other document certifies the date of the purchase. The Customer Service department will reply promptly to the communication, informing the customer of the next steps that he/she should take.

#### PRODUCTS FOR WHICH THERE IS AN AUTHORISED SERVICE CENTRE

If there is a service center authorized by the manufacturer for the Product and the customer prefers to take or send the Product directly to the authorized service Centre, the authorized service Centre address for their area will be provided to the customer. If, however, the customer does not wish to proceed directly to the authorized service Centre, he/she can inform Ecommerce Outsourcing with an online report on the Customer Service section (via "Order History"). Ecommerce Outsourcing may accept return of Product by the customer and in turn send the Product to a local authorized service Centre. In both cases Ecommerce Outsourcing is responsible for the



application of the legal guarantee. If Products are not easily transportable, Ecommerce Outsourcing will be responsible, at the request of the customer, for contacting a local authorized service Centre to send an authorized technician to the residence.

The authorized service Centre will check to ascertain the existence of lack of conformity in the complaint. If there is a defect and the customer chooses to repair it, the authorized service Centre will proceed to repair. If, however, the customer chooses replacement and for Ecommerce Outsourcing it is not objectively possible or prohibitively expensive as compared to the repair, Ecommerce Outsourcing will substitute the Product. If the authorized service Centre finds a lack of conformity then any repair costs and transportation to the authorized service Centre will be borne by Ecommerce Outsourcing. If the authorized service Centre does not find a lack of conformity, the legal guarantee cannot be applied and, therefore, the cost of transport and any repair will be borne by the customer. Ecommerce Outsourcing will inform the customer of the circumstances and any additional costs to be incurred for the repair by sending the quote issued by the authorized service Centre, so the customer can decide whether or not to repair at his/her own expense. The customer will have to authorize the repair at his own expense in writing.

In all cases, the repair or replacement of defective Products, if applicable, will be carried out as soon as possible and in any event, unless exceptional circumstances or force majeure, within 60 days from the day Ecommerce Outsourcing received the defective Product and/or it arrived at the authorized service Centre from the customer. If the initial replacement or repair choices were not made within that period, the customer can use one of the alternative remedies provided for by the legal warranty (replacement, if repair was chosen; repair, if replacement was chosen; price reduction or cancellation of the contract). Within that period, the new or repaired Product will be delivered to the customer.

#### **PRODUCTS FOR WHICH THERE IS NO AUTHORISED SERVICE CENTRE**

If the nature of the Product does not provide for the existence of an authorized service Centre, the Product the customer complains about as regards a lack of conformity will be returned to Ecommerce Outsourcing, which will check for the existence of the alleged defect. All other provisions of the article above shall apply, *mutatis mutandis*.

### **Manufacturer's Conventional Warranty**

The Products sold on the Site may, according to their nature, be covered by a conventional warranty issued by the manufacturer (hereinafter referred to as the "Conventional Warranty"). The customer can only assert his/her right to the warranty with the manufacturer. The duration, extension (including geographic extension), conditions and procedures, the types of damage/defects covered and the restrictions of the Conventional Warranty depend on the manufacturer and are indicated in the so-called warranty certificate contained in the product packaging. The

Conventional Warranty has a voluntary nature and does not add to, replace, restrict, prejudice or exclude the Legal Warranty.

## **Additional services payment assistance**

No additional services payment assistance are available.

## **Complaints**

Any complaints must be sent to Ecommerce Outsourcing S.r.l., Via Sesia SNC, Rho (MI) Italy or through our online Customer Service".

## **Governing Law**

The purchase agreement completed on the Site is subject to Italian Legislation.

For all disputes arising related to the application, execution and interpretation of the General Conditions of Sale, the competent court is the court of the place where the customer lives or has chosen to reside.

Rho (Milano), 02/11/2022