

## GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

### APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS OF ONLINE SALE

These Online Conditions apply exclusively to the distance selling ,via the web of products, duly described and illustrated as shown on the website [www.atelier-eme.com](http://www.atelier-eme.com) (hereinafter "**Product/s**").

In the event of changes to the Online Conditions, the Online Conditions published on the site at the time the order proposal was sent (hereinafter the "**Order Proposal**") will be applied to the purchase, made by the purchaser of the Products by the buyer (hereinafter "**Customer**"). It is possible to access all [previous versions of the Online Conditions](#) in the appropriate section of the Site, which will be available for saving and printing.

The Customer is requested to read and to accept these Online Conditions before sending his/her Order Proposal. Sending the Order Proposal implies full knowledge and explicit acceptance both of these Online Conditions and of what is indicated in the Order Proposal.

For legal information, please refer to the following sections:

[Privacy Policy](#)

[Site Use Conditions](#)

[Cookie Policy](#)

### 1. SUBJECTS

- 1.1 The vendor of Products (hereinafter "**Vendor** ") is ATELIER EMÉ SRL, with registered office in Via Portici Umberto Primo n. 5/3 - 37018 Malcesine (VR), phone: 045 8604111, email [hello@atelier-eme.com](mailto:hello@atelier-eme.com), tax identification number and Companies Register no. 00157690207, VAT number 00157690207.
- 1.2 These Online Conditions govern the purchase of products on [www.atelier-eme.com](http://www.atelier-eme.com) (hereinafter the "**Site**"). They do not, however, regulate the sale of products or services by third parties other than the Vendor which may be present on the Site via links, banners or other hypertext links. The Vendor is not responsible for the supply of goods and services by third parties.
- 1.3 The Customer will be identified using the data provided by the Customer in the Order Proposal. It is forbidden to provide false and/or invented data: the Vendor shall be released from any liability in this regard.
- 1.4 The offers of Products on the Site are intended for adult customers of a legal age. By placing an order on the Site, the Customer guarantees that he/she is of legal age (18 years old) and has full capacity to conclude this type of contract.

### 2. PERFORMANCE OF THE AGREEMENT

- 2.1 The information referred to in these Online Conditions and the details contained in the Site do not constitute an offer to the public, but a simple invitation to create an Order Proposal. After sending the Order Proposal, the Customer will receive an e-mail confirming receipt (hereinafter "**Confirmation of Order Receipt**"). This email does not constitute acceptance of the Order Proposal, which shall only be considered accepted when the Customer receives a subsequent confirmation email that the Order Proposal has been accepted and that the Products are being shipped (hereinafter "**Order and Shipping Confirmation**"). Therefore, no agreement will be established between the Customer and the Vendor until the Order Proposal is explicitly accepted by the Vendor by sending the Order and the Shipping Confirmation . The online purchase agreement (hereinafter the "**Agreement** ") shall therefore only be considered concluded when the Customer has received the Order and Shipping Confirmation ("**Agreement Date**"): from that moment, the Order Proposal will be then be referred as the simply "**Order**".

- 2.2 Before transmitting his/her Order Proposal, the Customer will be asked to confirm that the Online Conditions have been read and accepted, including the clauses that establish unfavorable conditions for the Customer (for example clauses relating to limitations of liability, the right of withdrawal, exceptions to the jurisdiction of the judicial authority, etc.).
- 2.3 Upon conclusion of the Agreement, the Customer will receive the Order and Shipping Confirmation by email, containing a reference to the Online Conditions, as already read and accepted by the Customer when sending the Order Proposal and a summary of the Order.
- 2.4 The Vendor reserves the right to request further information relating to the Order Proposal via e-mail or telephone before sending the Order and Shipping Confirmation.
- 2.5 The Vendor may decide not to process the Order Proposals that do not provide sufficient guarantees of creditworthiness, that are incomplete or incorrect, or in the event of unavailability of Products. In these cases, no later than 30 (thirty) working days from the day the Customer sent the Order Proposal, the Customer will be informed by email of the reasons why the Agreement cannot be executed, and no Order Proposal will be accepted. In this case, the amount actually paid shall be reimbursed to the Customer.
- 2.6 The Vendor undertakes to deliver the ordered Products as soon as possible (taking into account the shipping method chosen by the Customer) and in any event no later than 30 (thirty) days after the Agreement Date.
- 2.7 The Vendor reserves the right to refuse Order Proposals from a Customer with whom a dispute and/or disagreement relating to a previous Order is in progress or has previously occurred. This also applies to all cases where the Vendor reasonably believes that the Customer has breached these Online Conditions, the Loyalty Program or for any other legitimate reason, particularly if the Customer has been involved in fraudulent activity of any kind.
- 2.8 Although the Vendor constantly takes measures to ensure that the photographs presented on the Site constitute faithful representations of the Products, and that all existing technological solutions are implemented to minimize inaccuracies, some variations remain possible due to the technical characteristics and color resolution of the computer used by the Customer. Consequently, the Vendor shall not be liable for the inadequacy of the graphical representations of the Products presented on the Site for the aforementioned technical reasons, since these representations are merely illustrative.

### **3. SPECIAL TERMS AND CONDITIONS FOR THE SALE OF CUSTOMISED PRODUCTS**

- 3.1 The Customer may customize certain Products (hereinafter "Customised Products **with Text**") by the Seller affixing a word, a symbol, a number or a sentence to them (hereinafter "**Text**").

The Text must never be insulting, offensive, pornographic, defamatory, blasphemous, racist, discriminatory, nor contain threats or incitements to violence, nor bear names or nicknames of known personalities nor, in general, infringe the rights of third parties, with particular to intellectual property rights or third party trademarks. .

In any case, the Vendor reserves the right to refuse any Text in violation of the above and, in general, any Text that transmits a message deemed inappropriate by the Vendor, for any reason whatsoever and without having to justify the reason to the Customer.

The Vendor decision to refuse the Text proposed by the Customer shall result in the cancellation of the Order Proposal.

By placing an order for Customised Products with Text, the Customer:

- represents and warrants that the Text requested for the Customised Product with Text does not fall within the scope of one of the prohibited cases;
- declares that he/she assumes full responsibility regarding the Text requested;
- Indemnifies and holds harmless the Vendor and the companies of the Vendor's Group from all costs, expenses, damages and losses suffered by the latter as a result of the use of a Text affixed to the Customised Product with Text.
- grants the Vendor and the companies of the Vendor's Group, the non-exclusive, irrevocable, royalty-free and fully transferable right to use and reproduce the Text chosen by the Customer for Customised Products.

- 3.2 Only if permitted by the Vendor and exclusively on the Products selected by the same, it will be possible to customize some Products by requesting tailoring changes in order to adapt the Products to the Customer's requests (i.e. to hem or others, hereinafter "**Customised Products with Tailoring Changes**").
- 3.3 The Customised Products with Text and the Customised Products with Tailoring Changes are jointly defined as " Customised Products".
- 3.4 Given the nature of Customised Products and the fact that they are designed specifically for the Customer, they cannot be returned, refunded or replaced, therefore the right of withdrawal is explicitly excluded. Therefore, Article 7 of these Online Conditions will not apply to Customised Products.
- The legal guarantee of conformity and the warranty of hidden defects, provided in Article 8 below, remains fully applicable.

#### **4. SALES PRICE**

- 4.1 The prices of the Products (hereinafter "**Price/s**") and the shipping Charges (hereinafter "**Shipping Charges s**") are those indicated on the Site and at the time of the transmission of the Order Proposal.
- Prices and Shipping Charges shall be considered inclusive of taxes, duties and any costs related to Customs duties (unless otherwise specified in the Order Proposal).
- 4.2 Despite all vigilance, it is not possible to exclude the fact that for certain Products on the Site, a price different from the actual price may have been indicated in error . It is the Vendor 's responsibility to verify the accuracy of the Prices before sending the Order and Shipping Confirmation. If, due to technical errors, material errors or other inconveniences, the Price indicated on the Site is lower than the correct sales price of the Product, the Customer will be contacted to verify whether or not he/she wishes to purchase the Product at the correct price. In the event that you do not wish to proceed with the purchase, the Order Proposal will be canceled. If the price indicated on the Site is higher than the correct sales price of the Product, the lower price will be charged.

#### **5. PAYMENT METHOD**

- 5.1 Payment can be made in one of the ways listed in the "[Payment Method](#)" section on the Site.
- 5.2 Major credit and debit cards are accepted. Payment with credit card will not incur any additional charges. The Customer making the payment confirms that he/she is the holder of the credit card used. In the absence of these conditions, it will not be possible to proceed with the Order Proposal.
- At the time the Order Proposal is sent, only the amount corresponding to the Products purchased will be charged: the card will only be debited for all the costs when the Order and Shipping Confirmation is sent.
- In the event that it is not possible to debit the amount charged, the Order Proposal will automatically be cancelled.
- Please note that the Vendor is unable to obtain full knowledge of the Customer's credit card information as the card is managed directly by the third party responsible for processing the payment. For this reason, the Vendor will not be able to have knowledge of this data and will not keep them. The Vendor shall only have access to the partial information that the Customer decides to register (e.g ; type of credit card, expiry date, cardholder's name); those information are insufficient to identify the credit card but useful for Client's next purchases.
- Therefore, under no circumstances the Vendor can be held liable for fraudulent use of the credit and debit cards and prepaid cards by third parties.

- 5.3 By choosing the payment method of Cash on Delivery (if permitted), the Order must be paid in cash or with a bank draft directly to the courier who will deliver the Products.

#### **6. DELIVERY AND SHIPPING**

- 6.1 Each shipment contains:
- Products ordered and any gifts.
  - accompanying documentation required in the dispatch country.
  - information documents and marketing material.

- 6.2 The purchase invoice relating to the Order will be made available on the Site, if expressly requested by the Customer upon the Order Proposal, in the Customer section or, in the case of an unregistered Customer, on the page containing Order details.
- 6.3 The Products shall be delivered by a carrier designated by the Vendor. It is possible to consult the "[Shipping](#)" section on the Site at any time for additional information on costs, lead times and shipping methods.  
Products may be delivered in the following ways:
- delivery to the address as indicated by the Customer.
  - delivery to a collection point designated by the Customer.
- 6.4 Failure to collect the Products deliver to the address selected by the Customer, shall result in the cancellation of the Order and in the reimbursement of the entire amount paid, which will be made using the same payment method used for purchase. Any amount paid for the Customized Products (Art. 3) and for expenses set forth in Cl. 7.4 shall not refunded.
- 6.5 Upon receipt of the Products, it is the Customer's responsibility to check the integrity of the packaging and ensure that it has not been damaged (for example: wet or damaged box, etc.). In the event of any anomalies, the Customer shall be required to report them immediately, ensuring they are noted by the carrier and refuse delivery. Otherwise, the Customer may no longer exercise his/her rights in this regard. The legal guarantee for non-conforming products provided for in paragraph 8 remains in full force and effect.
- 6.6 The Site is structured with functions that allows the Customer to access it and place an Order, regardless of nationality and/or geographical location.  
The Customer will be entitled to receive the Products at a delivery address of their choice, provided that the address is located within the country corresponding to the Site on which the Order was placed.  
For example, only: if a Customer is physically located in Country X and places an Order on the Site of Country Y, the Customer may choose to receive the Products exclusively at an address in Country Y. Any shipment to bring the Products to Country X or to another Country chosen by Customer under its own responsibility and expense.

## **7. RIGHT OF WITHDRAWAL**

- 7.1 The Customer has the right of withdrawal from the Agreement completed on the Site, without any penalty and without specifying reason, returning to the Vendor all or part of the Products purchased.  
The Site is structured with functions to enable Customers to exercise the right of withdrawal, regardless of nationality and geographical location.  
The Customer must communicate to the Vendor, in the manner referred to in paragraph 7.2, the desire to exercise the right of withdrawal within the term of 14 days, starting from the day on which the Customer or a delegated person (other than the carrier r) took possession of the Products.

If the Customer has made an Order containing more than one Product, he/she may exercise his/her right of withdrawal within different time limits, and in any case, within and not later than 14 days.

After the notification of the intention of withdrawal, the Customer shall have additional 14 days to return the Product following the modalities hereinafter.

**PARTIAL WITHDRAWAL:** in case of Customer's choice to return only some of the Products purchased in the same Order, the Shipping Costs will not be refunded.

Without prejudice to the above, the Customer has the right to receive the refund of the Shipping Costs in case the Customer returns all the Products purchased in a sole Order even in more shipping, within the 14 days from the Customer's declaration to withdraw from the Order.

- 7.2 To exercise the right of withdrawal, the Customer has the following possibilities:  
**(A) to return the Products to the Vendor by carrier or by delivery in an agreed collection point (if existing)**

Before giving to carrier the Products to be returned, or before giving them to agreed collection point, the Customer shall follow the return procedure indicated on the Site.

As an alternative to the above, the Customer may submit any other explicit declaration to the Seller, detailing their desire to exercise their right of withdrawal, also by completing the [Withdrawal Form](#) which must be sent by registered mail or by carrier with receipt of return to the address indicated in the Withdrawal Form or by email to [hello@atelier-eme.com](mailto:hello@atelier-eme.com).

Within 14 (fourteen) days starting from the Client's communication of the desire to exercise the right of withdrawal, the Client shall return the Products according to the terms of Cl. 7.3 below.

7.3 The right of withdrawal is subject to the following conditions:

- within 14 (fourteen) days starting from the Customer's communication of the desire to exercise the right of withdrawal, the Customer shall return the Products appropriately packaged to the Vendor :
  - a) delivers the Products to one of the appointed collection points
  - or
  - b) delivers the Products to the carrier chosen by the Customer;
  - or
  - c) delivers the Products to the carrier appointed by the Vendor in the Country corresponding to the Site on which the Order was made
- the Returned Products bought in the same Order could be returned even in different time, within the 14 days term starting from the Customer's communication to withdraw from the Contract. The products returned through exercising the right of withdrawal (hereinafter the "**Returned Products**") must be returned in their entirety, excluding the possibility of returning only certain parts or components of these products (even in the case of sets);
- the Returned Products must not have been used, worn (except for the same ways allowed in a fitting room in a point of sale), washed, dirtied or damaged and must not show signs of use;
- Returned Products must be returned in the same conditions as you received them, complete with all attachments and labels. For example, dresses must be returned wrapped in their dresses-cover, complete with cardboard and so on;
- in the event the Vendor offers the possibility of purchasing certain Products on specific promotions (for example 5 for the price of 4, 3 for the price of 2, buy X and get Y etc), the right of withdrawal may also be exercised for the return of only some of the Products in the promotion: in this case, the price of the Product actually paid as detailed on the commercial document/purchase invoice will be refunded, except for the shipping expenses listed under cl. 7.4 below.

7.4 In the event of a Customer exercising right of withdrawal, the Vendor will reimburse the Customer all payments made for the purchase of the Returned Products, except for the following expenses which, if applicable, will be charged to the Customer, without prejudice to Cl. 7.1 regarding the partial withdrawal:

- the extra costs relating to the Order shipping (already paid by the Client when the purchase has been executed), in case the Client would have selected a carrier and/or shipping method other from the standard shipping method proposed by the Seller;
- the Shipping Costs in case of partial withdrawal of Products from the same Order
- any additional expense sustained in the order (for example: cash on delivery, gift wrapping cost, etc.).

In addition, in the event that the Products are located in a country other than that of the Site on which the Order was placed, the following costs shall be borne by the Customer:

- (i) the organization and shipping costs necessary to send the Products to another address within the same country;
- or, as an alternative
- (ii) the organization and shipping costs necessary to send the Products directly to the Vendor at the address:  
Logistic and Distribution Center Atelier Emé, Via Francia, 10 - 46042 – Castel Goffredo (MN) – Italy.

7.5 After exercising the right of withdrawal by making a return request in the manner requested, the Customer will receive an e-mail confirming the return entry (hereinafter "**Confirmation of Return Entry**"). After the Vendor's has verified that all conditions and procedures required by paragraph 7 relating to the exercising of the right of withdrawal have been complied with, the Customer will receive an e-mail of approval of the return made (hereinafter "**Return Approval**").

The Vendor, will refund, to the Customer, the sum paid for the purchase of the Returned Products no later than 14 days from the day on which the Vendor was informed of the Customer's decision to exercise the right of withdrawal, provided that the Vendor has already received the return of the goods or that the Customer has provided the proof that the goods have already been shipped. Until this moment, the Vendor can keep on hold the amount to be refunded.

The Vendor will refund the paid price using the same payment method used by the Customer. In case the Customer has initially paid by countersign upon delivery (if allowed), the price paid shall be returned by bank transfer.

7.6 When right of withdrawal is exercised without complying with procedures referred to in paragraph 7, the Customer will not be entitled to any refund. Within 14 days of communicating the non-acceptance of the return and the relevant reasons, the Products returned without the respect of the requirements will be returned to the address indicated by the Customer in his Order. In case the delivery fails (i.e. due to Customer's unavailability or if the Customer refuses the delivery), the Seller may legitimately retain the Returned Products, in addition to the sum already paid for the purchase.

7.7 Personalized Products are exempt from the right of withdrawal.

## **8. LEGAL GUARANTEE**

### **A) FOR NON-CONFORMING PRODUCTS**

8.1 The Vendor is responsible for any Product defects and non-conformity resulting from the Order, identified at the time of delivery.

8.2 The warranty period is 2 (two) years from the time of delivery of the goods, unless this is in contrast with prevailing mandatory rules of the Customer's Country of habitual residence. This warranty is valid under the following conditions:

- a) the defect occurs within 2 (two) years from the date of delivery of the Products ;
- b) the Customer presents the commercial document/purchase invoice or, if the Customer is registered with the Loyalty Program (if active), it will be sufficient to provide the full name, or show the loyalty card.

8.3 In the event that a lack of conformity of purchased Products has been ascertained by the Vendor, the Customer will have the right to obtain

- a) a refund of the amount paid for the purchase of the Products, or in the sole case the Customer returns the Products in a point of sale of the chain (if existing and if the functionality is active),
- b) the exchange of the non-conforming Products with other Products of an equivalent value available in the Site.

In the event the lack of conformity of purchased Products has been not confirmed by the Vendor, the return of the Products will be reject.

8.4 All costs of returning products recognized as defective are borne by the Vendor

### **B) THE WARRANTY OF HIDDEN DEFECTS**

8.5 All products sold by the Vendor benefit from the legal warranty of hidden defects (articles 1641 to 1649 of the French Civil Code).

The legal warranty of hidden defects is applicable under the following conditions:

- The existence of a hidden defect as defined below: "The Vendor is liable by the warranty of hidden defects for the item sold which unfit the purpose for which it was intended, or which diminishing that use that the buyer would not have bought it, or would have given only a lesser price for it, if he had known of them" (Article 1641 of the French Civil Code).
- A period of 2 years to act from the discovery of the defect.

In all cases, it is up to the Client to prove that he meets the conditions of the warranty.

When these two conditions are met, the Client rights are the following:

- The resolution of the sale and the full refund of the price;
- A reduction of the sale price.

The legal warranty of hidden defects applies independently of any commercial warranty granted by the Vendor.

## **9. CONTACTS**

When the Customer sends email, text message (SMS) and any other communication through mobile or computer (by way of example:

chat), the Customer is communicating by written in an electronic format. Please be aware that the Vendor can communicate with the Customer in various ways, for example via email, text messages (SMS), or by posting messages and communications on the Website.

For any further information, please contact the Customer Service c/o Calzedonia Digital d.o.o. Matrix Building 5th floor Slavonska Avenija 1C 10000 Zagreb (Croatia) to the addresses indicated in the instant messaging ("bubble chat") and [in the FAQ on the Site](#).

## **10. PRIVACY**

Please familiarize yourself with the Privacy Policy published on the Site to obtain all information on how we manage your personal data.

## **11. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION**

11.1 These Online Conditions are governed by Italian law and will be interpreted on the basis of, without prejudice to any other overriding mandatory rule of the Customer's country of habitual residence. Consequently, the interpretation, execution and termination of Online Conditions are exclusively subject to Italian law (without prejudice to any other prevailing rule of the Customer's country of habitual residence) and any inherent and/or consequential disputes shall be resolved exclusively by Italian judicial authority, as specified below. In particular, if the Customer is a Consumer, any disputes must be resolved by the court in the Customer's place of domicile or residence according to the applicable law or, at the Customer's choice in the event of action taken by the Court of Verona. Should the Customer take action in the exercise of its own business, commercial, craft or professional activities instead, the parties consensually establish the exclusive jurisdiction of the Court of Verona.

11.2 Online platform for alternative dispute resolution (ODR).

Given that the Seller is always available to seek an amicable solution to disputes that have arisen, through the contacts indicated in the preceding sections, we inform you that, according to Article 14 of the EU Regulation no. 524/2013 and the resolution on ODRs as per Statutory Instrument no. 500/2015 in force since 15<sup>th</sup> February 2016, an online platform was established by the European Commission for the resolution of ODR ("online dispute resolution") disputes deriving from the purchase of online goods accessible at the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. Through the ODR platform, it is possible to consult the list of ODR bodies, find the link for each of them and start an online procedure for the resolution of disputes. More information on the platform is available via the following link: <https://webgate.ec.europa.eu/odr/main/?event=main.about.show>

11.3 Without prejudice to the above and notwithstanding the result of the extra-judicial procedure, the Client has the right to file the claim relating to these Online Conditions to the competent Court and, in addition, subject to the existence of the required conditions, the Client has the right to proceed with an extra-judicial procedure relating to consumers' matters by way of application to the relevant consumers procedures.

## **12. MODIFICATIONS AND UPDATES**

These Online Conditions may be amended at any time. The Customer will be required to accept the Online Conditions that are in force at the time of purchase. The new versions of the Online Conditions shall take effect from their date of publication on the Site and in and for Orders placed after that date. It is possible to check any previous versions of the Online Conditions [in the appropriate section of the Site](#).

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