

**GENERAL TERMS AND CONDITIONS OF SALE
FOR IN-STORE PURCHASES OF PRODUCTS NOT BELONGING TO THE BRIDAL COLLECTION**

GENERAL NOTES

Dear Customer,

these General Terms and Conditions apply exclusively to the in-store purchases of products not belonging to the "Bridal Collection".

At our points of sale you are able to buy both products not belonging to the "Bridal Collection" available in-store ("**Available Products**"), and products (only in the participating points of sale) not belonging to the "Bridal Collection" not available at the time, which will be delivered to you later ("**Products@**"), hereinafter jointly the "**Products**".

Upon purchase of the Products, these general terms and conditions of sale will apply to in-store purchases (hereinafter the "**Terms and Conditions for In-Store Purchases**").

By making a purchase within one of our stores, the Customer declares to accept these conditions, available both in-store and in the section of the site www.atelier-eme.com (hereinafter the "**Site**"), where the main characteristics of the Products are also described.

APPLICABILITY OF GENERAL TERMS AND CONDITIONS OF SALE FOR IN-STORE PURCHASES

In the event of changes in the Terms and Conditions for In-Store Purchases, the conditions in force at the time of the purchase shall apply. You will be able to check the previous versions in the specific section of the Site, which can be saved and printed.

The Customer is required, before making the purchase, to read and accept these Terms and Conditions for In-Store Purchases. The purchase implies full knowledge and acceptance of these conditions.

1. SUBJECTS

1.1 The retailer of the Products (hereinafter the "**Retailer**") is the company that manages the point of sale where the Customer chooses to purchase the Products. All information relating to the Retailer is available in the store.

1.2 In the event of the purchase of Products@, the Customer will be identified by the information they provided. Providing false and/or fabricated data is prohibited: the Retailer is exempt from any liability in this regard.

1.3 For any information, directly contact the addresses indicated in the following paragraph 8).

2. METHOD OF FULFILLMENT OF THE CONTRACT

The purchase of the Products will be finalized when the payment is made within the point of sale (hereinafter the "**Purchase Date**").

By purchasing the Products@, the Customer accepts and authorizes the same to be delivered at a later time, at the place agreed upon with the Retailer.

After purchasing the Products@, the Customer will receive an email (hereinafter "**Product@ Purchase Confirmation**") containing the confirmation that the purchase has been correctly completed and a summary of it.

Subsequently the Customer will receive, again via email:

- confirmation that the Products@ are being shipped to the agreed upon location (hereinafter "**Product@ Shipping Confirmation**");
- confirmation that the Products@ have arrived in the agreed upon location, together with the instructions for pick-up ("**Product@ Delivery Confirmation**").

3. SALE PRICES

The prices of Available Products and Products@ are those in effect at the point of sale on the Purchase Date.

Prices are to be considered inclusive of taxes, duties and any costs related to customs duties.

Any shipping costs charged to the Customer for shipping the Products@ (if provided) will be indicated in the commercial document/purchase invoice.

4. METHOD OF PAYMENT

Payment can be made through all the payment methods accepted at the point of sale chosen for the purchase of the Products.

5. SHIPPING AND DELIVERY

5.1 Available Products will be delivered within the point of sale together with the payment.

The Products@ will be delivered to the agreed upon location as soon as possible and in any case no later than 30 (thirty) days from the Purchase Date found on the commercial document/purchase invoice issued in-store.

- 5.2 In the event that the Customer has chosen to receive the Products@ at a point of sale, they will be available for collection for 10 (ten) days starting from the Product@ Delivery Confirmation.
The Customer may pick up the Products@ in person or send a substitute in their place.

When picking up the Products@, the following will be necessary:

- show the Product@ Delivery Confirmation email;
- sign the pick-up form.

In the event that the Customer is registered with the Loyalty Program (if active), the following will be sufficient:

- provide your full name, or show the loyalty card, or show the Product@ Delivery Confirmation email;
- sign the pick-up form.

Failure to present the documentation necessary for pick-up, as well as the failure to pick-up the Products@ or the no availability of them will result in the termination of the purchase contract related to the Products@ and the reimbursement of the entire sum paid, which will be refunded by wire transfer.

At the time of pick-up of the Products@, the following will be the Customer's responsibility:

- check the correspondence of the Products@ with those purchased;
- check the integrity and the possible presence of damage to the packaging that is immediately evident (for example: wet box, damaged box, etc.).

In the event of any issues, the Customer will be required to immediately report them.

- 5.3 The store staff will inform the Client in case some shipping costs are due (hereinafter referred to as "[Shipping Costs](#)"). These Shipping Costs are available on the Website and reported in the commercial document/purchase invoice issued upon purchase of the Products@ by the point of sale.

6. SPECIFIC CONDITIONS OF SALE OF PERSONALIZED PRODUCTS

- 6.1 It is possible to customize some Products (hereinafter "**Personalized Products with Text**") by the Seller affixing a word, a symbol, a number or a sentence to them (hereinafter "**Text**").

The text may never be offensive, pornographic, defamatory, blasphemous, racist, discriminatory, nor may it ever contain threats and incitements to violence, nor carry names or nicknames of well-known personalities or, in general, violate the rights of third parties, in particular rights of intellectual property or registered trademarks of third parties.

In any case, the Seller 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 Seller, for any reason and without giving any reason to the Customer.

The Seller's decision to reject the Text proposed by the customer will result in the cancellation of the Order Proposal.

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

- declares and guarantees that the Text requested for the Personalized Product with Text does not fall within one of the prohibited cases;
- declares to assume all responsibility regarding the Text requested;
- declares to indemnify and hold harmless the Seller, its affiliates and companies belonging to the Seller Group from any costs, expenses, damages and losses suffered by them as a result of the use of any Text affixed to the Personalized Product with Text;

- 6.2 Only if permitted by the Seller 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 "**Personalized Products with Tailoring Changes**").

- 6.3 The Personalized Products with Text and the Personalized Products with Tailoring Changes are jointly defined as "**Personalized Products**".

7. CONVENTIONAL RIGHT TO RETURN A PURCHASE (RETURN POLICY)

- 7.1 Notwithstanding the provisions of current legislation on guarantees relating to consumer goods, we are pleased to offer our Customers an additional guarantee with respect to that provided for by law, granting the possibility to return the Products in all participating Atelier Emé stores located in Italy (except for outlets and Tax/Duty free points of sale), even if it is not an online purchase and even if the Products are not defective.

Products returned in the exercise of the conventional right to return a purchase are hereinafter referred to as "**Returned Products**".

The Returned Products shall be return presenting the commercial document/purchase invoice or if the Customer has purchased as a Loyalty Customer (if the program is active), presenting the loyalty card or providing the full name is sufficient.

The aforementioned return must take place by and no later than the following periods of time:

- for Available Products: within 14 days from the Purchase Date;
- for Products@: within 14 days from the date of pick-up by the Customer or by an assigned individual.

Provided that the requirements set forth in this Article 7) are complied with, the Customer will be entitled:

- to replace the Returned Products with other Available Products or with other Products@;
- to regain the amount paid for the Returned Products by [Return Card](#). Please note that in case the price of the Returned Products had been paid (totally or partially) by voucher, Gift Card or Reso Card, the refund by Reso Card is the sole possible option; alternatively
- to regain the amount paid for the Returned Products by choosing one of the following option between those accepted by the point of sale where the Client performs the return, at Client's discretion. Indeed, every point of sale could offer to the Client one or more of the following options:
 - (i) refund by bank transfer;
 - (ii) refund by cash (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option);
 - (iii) refund by the credit card used for the purchase, if allowed by the credit card circuit (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option).

In the event of exercise of the conventional right to return a purchase, the exchange will be made at the price indicated on the commercial document/purchase invoice, except for the costs referred to in paragraph 7.3).

7.2 The conventional right to return a purchase referred to in this article is subject to the following conditions:

- the Returned Products must be returned in their entirety, excluding the possibility of returning only certain parts or components of said product (even in the case of kits);
- the Returned Products must be delivered in the manner set out in Article 7.2, no later than the terms set forth in Article 7.1;
- 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, soiled or damaged and must not show signs of use;
- the Returned Products must be returned packaged exactly as they were delivered, complete with all accessories and labels (for example, dresses must be returned wrapped in their dresses-cover, complete with cardboard and so on);
- the Returned Products purchased with the same commercial document/purchase invoice can be returned even at different times and with different delivery methods, within and no later than the terms set forth in Article 7.1);
- in the event that certain Products have been purchased using specific promotions (for example 5x4, 3x2, buy X get Y, etc.), the conventional right to return a purchase can also be exercised with the return of only some of the Products from the promotion: in this case, will be considered the price of the Product actually paid and found on the commercial document/purchase invoice.
- the Products purchased in the outlets (i.e. commissaries stores) can only be returned within the outlets (i.e. commissaries stores).

7.3 In case of exercising the conventional right of return, will be charged to the Customer any extra costs incurred (for example: charges on delivery, gift wrapping cost, etc.).

7.4 The conventional right to return a product is excluded in the case of:

- Personalized Products.
- Gift Cards
- Products purchased in Tax / Duty free points of sale.

8. STATUTORY WARRANTY FOR NON-COMPLIANT PRODUCTS

8.1 For any defect or non-compliance of the Products, the statutory warranty of 2 (two) years for non-compliant products is recognized.

The warranty is valid under the following conditions:

- a) the defect occurs within 2 (two) years:
 - from the date indicated on the commercial document/purchase invoice issued in-store in the case of Available Products;
 - from the date indicated on the pick-up form signed by the Customer or by a substitute in the case of Products@;
- b) the Customer presents the commercial document/purchase invoice or if the Customer has purchased as a Loyalty Customer (if the program is active), presenting the loyalty card or providing the full name is sufficient.

8.2 In the event that the noncompliance of the purchased Products has been ascertained, the Customer will have the right to obtain, without any additional cost, the following:

- a) the replacement of Products that do not comply with other Products, or

- b) the refund by Return Card of the amount paid for the purchase of the defective Product as reported in the commercial document/purchase invoice; or
- c) the refund of the amount paid for the defective Product as reported on the commercial document/purchase invoice, using one of the methods, among those accepted by the store where the Customer is making the return. Each point of sale will actually be able to decide whether to offer to its customers all or only some of the following refund methods:
 - (i) refund by bank transfer;
 - (ii) refund by cash refund (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option);
 - (iii) refund by the credit card used for the purchase, if allowed by the credit card circuit (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option).

8.3 The Customer will not be required to cover any cost for the return of defective products.

9. CONTACTS

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

10. PRIVACY

For information regarding the processing of personal data, please consult the [privacy policy](#).

11. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION

These Terms and Conditions for In-Store Purchases are governed and will be interpreted according to the applicable law where the point of sale where the purchase was made is located, without prejudice to any other prevailing mandatory rule of the country of residence of the Customer. Any disputes must be resolved exclusively by the court of the place of domicile or residence of the Customer based on the applicable law.

12. AMENDMENT AND UPDATE

These Conditions for In-Store Purchases may be amended at any time. The Customer will be required to accept the Terms and Conditions for In-Store Purchases in effect at the time of purchase of the Products. The new Terms and Conditions for In-Store Purchases will be effective from the effective date of the same and in relation to purchases made after that date. You may check any previous versions of the Terms and Conditions for In-Store Purchases in the [dedicated section of the Site](#).

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