

## GENERAL CONDITIONS FOR ONLINE SALES

### APPLICABILITY OF THE GENERAL CONDITIONS OF ONLINE SALE

These Online Conditions apply exclusively to the remote sale 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 (hereinafter "**Customer**"). It is possible to verify any [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 submitting their Order Proposal. Submission of 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 sections:

[Privacy Policy](#)

[Site Use Conditions](#)

[Cookie Policy](#)

### 1. SUBJECTS

- 1.1 The seller of Products (hereinafter "**Seller**") 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**") and do not, however, regulate the sale of products or services by parties other than the Seller that may be present on the Site via links, banners or other hypertext links. The Seller is not responsible for the supply of goods and services by third parties.
- 1.3 The Customer will be identified using the data they provided in the Order Proposal. It is forbidden to provide false and/or invented data: the Seller is exempt from any responsibility in this regard.
- 1.4 The offers of Products on the Site are directed at customers of a legal age. By placing an order through the Site, you guarantee that you are over 18 and have the legal capacity to enter into binding contracts.

### 2. METHOD OF CONTRACT COMPLETION

- 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 formulate an Order Proposal. After sending the Order Proposal, the Customer will receive an e-mail confirmation of receipt (hereinafter "**Confirmation of Order Receipt**"). This email does not lead to the acceptance of the Order Proposal, which is considered accepted only 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**"). Thus, no contract exists between the Customer and the Seller until the Order Proposal is explicitly accepted by the Seller by sending the Order and Shipping Confirmation. The online purchase contract (hereinafter the "**Contract**") will therefore only be considered completed when the Customer receives the Order and Shipping Confirmation ("**Contract Conclusion Date**"): from this moment forward the Order Proposal will be simply defined as "**Order**".

- 2.2 Before transmitting your Order Proposal, the Customer will be asked to confirm that the Online Conditions have been read and accepted, including the clauses that determine unfavorable conditions for the Customer (for example limitations of liability, right to withdraw from the contract, exceptions to the jurisdiction of the judicial authority, etc.).
- 2.3 Upon conclusion of the contract, the Customer will receive the Order and Shipping Confirmation by email, containing a reference to the Online Conditions, already read and accepted by the Client when the Client had sent the Order Proposal and a recap of the Order.
- 2.4 The Seller 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 Seller may choose not to process the Order Proposals which do not provide sufficient guarantees of solvency, or those which 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, we will inform the Customer via email with the reasons the contract cannot be completed and no Order Proposal shall be made. In such cases, the amount placed on hold against the chosen payment method will be released.
- 2.6 The Seller agrees to deliver the ordered Products as soon as possible (taking into account the method of shipment selected by the Customer) and in any case, no later than 30 (thirty) days from the Contract Conclusion Date.
- 2.7 The Seller reserves the right to refuse Order Proposals from a Customer with whom a litigation and/or a dispute relating to a previous Order is in progress, or has previously occurred. This also applies to all cases in which the Seller deems the Customer unsuitable, including, by way of example, previous violations of the Online Conditions, the Loyalty Program (if active) or for any other reason, particularly if the Customer has been involved in fraudulent activity of any kind.
- 2.8 Although the Seller constantly adopts measures to ensure that the photographs shown on the Site are faithful representations of the Products, including the adoption of every possible technological solution to minimize inaccuracies, some variations are always possible due to the technical characteristics and color resolution features of the computer used. Consequently, the Seller is not responsible for any inadequacy of the graphic representations of Products shown on the Site due to the aforementioned technical reasons, as such representations are merely illustrative.

### 3. SPECIFIC CONDITIONS OF SALE OF PERSONALIZED PRODUCTS

- 3.1 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.
- 3.2 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**").

3.3 The Personalized Products with Text and the Personalized Products with Tailoring Changes are jointly defined as “**Personalized Products**”.

3.4 In consideration of the nature of Personalized Products and the fact that they are made 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 Personalized Products.

The legal guarantee for non-conforming products, provided in article 8 below remain fully applicable.

#### **4. SALES PRICES**

4.1 The prices of the Products (hereinafter "**Price/s**") and the shipping costs (hereinafter "[Shipping Costs](#)") are those indicated on the Site and at the time of the transmission of the Order Proposal.

Prices and Shipping Costs are to be considered inclusive of taxes, duties and any costs related to customs duties (unless otherwise specified in the Order Proposal).

4.2 Despite all efforts, it is not possible to exclude that for some Products present on the Site, a price different from the actual price may be indicated by mistake. It is the Seller's responsibility to verify the accuracy of the Prices prior to 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 if he wishes to buy 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 they are 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 will be held: the actual charge will only be made at the time of Order and Shipping Confirmation.

In the event that it is not possible to debit the amount charged, the Order Proposal will automatically be cancelled.

Please note that the Seller is not able to fully know information relating to the Customer's credit card, which is managed directly by the third party who administers the payment. For this reason, the Seller will not know such data, nor it will keep such data and the Seller will be able to have access only to the partial information that the Client decides to save (by way of example; type of credit card, expiry date, card holder); those information are insufficient to identify the credit card but useful for Client's next purchases.

Therefore, under no circumstances the Seller can be responsible 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 giveaways;
- accompanying documentation required in the dispatch country;
- information and marketing material.

6.2 The purchase invoice relating to the Order will be made available on the Site, if expressly requested by the Client 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 will be delivered by a courier identified by the Seller. It is possible to consult the "[Shipping](#)" section on the Site at any time for additional information on costs, 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 The missed delivery of Products sent to the address selected by the Client, will 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 Personalized Products (Art. 3) and for expenses set forth in Cl. 7.4 shall not be refunded.

6.5 Upon receipt of the Products, it is the Customer's responsibility to verify the integrity of and check for any immediately evident damage to the packaging (for example: wet or damaged box, etc.). In the event of anomalies, the Customer will be required to signal them immediately, ensuring they are noted by the courier and refuse delivery. Otherwise, the Customer will forfeit the right to exercise their rights in this regard. The statutory warranty for defective products provided for in paragraph 8 remains in full force and effect.

6.6 The Site is structured with functions that enable 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 made.

As a means of example only: if a Customer is physically located in Country X and places an Order on the Site of Country Y, the Client 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 to withdraw from the contract completed on the Site, without any penalty and without specifying reason, returning to the Seller 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 Seller, 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 courier) acquired possession of the Products.

In case the Client has made an Order containing more than one Product, the desire to exercise the right of withdrawal could be communicated in different frame time, in any case, within and not later than 14 days.

After the notification of the intention of withdrawal, the Client has 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 by courier or by delivery in an agreed collection point (if existing)**

Before giving to courier the Products to be returned, or before giving them to agreed collection point, the Client 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](#) as amended from time to time which must be sent

by registered mail or by courier 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). mailto:

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 Client's communication of the desire to exercise the right of withdrawal, the Client shall return the Products appropriately packaged to the Seller:
  - a) delivers the Products to one of the appointed collection points  
or
  - b) delivers the Products to the courier chosen by the Customer;  
or
  - c) delivers the Products to the courier appointed by the Seller 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 Client'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 Seller offers the possibility of purchasing certain Products by taking advantage of specific promotions (for example 5x4, 3x2, buy X get Y etc), the right of withdrawal may also be exercised with 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 Seller 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 courier and/or shipping method other from the standard shipping method proposed by the Seller;
- 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 made, the following will be charged to 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 Seller 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 Seller's verification of compliance with all the procedures required by paragraph 7, exercising the right of withdrawal, the Customer will receive an e-mail of approval of the return made (hereinafter "**Return Approval**").

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

The Seller will refund the paid price in the same payment method used by the Client. In case the client 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 FOR NON-CONFORMING PRODUCTS**

8.1 The Seller is responsible for any Product defects and non-conformity from the Order, existing at the 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, in the event that the Customer is registered with the Loyalty Program (if active), 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 Seller, the Customer will have the right to obtain 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), the replacement of the Products with other Products available in the point of sale. In the event the lack of conformity of purchased Products has been not confirmed by the Seller, the return of the Products will be reject.

8.4 All costs of returning products that are recognized as defective are borne by the Seller.

## **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 Seller 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 Offline Conditions may be modified at any time. The Customer will be required to accept the Online Conditions in force at the time of purchase. New versions of the Online Conditions will be effective from the date of publication on the Site and in relation to Orders submitted after that date. It is possible to verify any previous versions of the Online Conditions [in the appropriate section of the Site](#).

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