

These general terms and conditions of sale (the "**Terms and Conditions**") regulate the terms and conditions regulating the sale by Alessandra Camilla Milano S.r.l. ("**Alessandra Camilla**") of its own Alessandra Camilla branded products (hereinafter the "**Products**"), also online through the website <https://alessandracamilla.com/> (hereinafter the "**Site**") or its social media. These Terms and Conditions shall apply to all sales of Products by Alessandra Camilla.

Please read carefully and understand these Terms and Conditions before placing an order to purchase any Product. Whenever the customer intends to place a purchase order, he/she must declare that he/she has read, understood and accepted the contents of these Terms and Conditions. If the customer does not accept these Terms and Conditions, he/she will not be able to place purchase orders for any Product on sale. Please print and keep a copy of this document for future reference.

1. CONTACTS OF ALESSANDRA CAMILLA

Alessandra Camilla Milano S.r.l., with registered address in Largo Francesco Richini 2, Milan, VAT no. IT10769640961.

All customers' communications shall be sent to info@alessandracamilla.com. Alternatively, customers can contact the number +39 380 5984 490.

2. THE CUSTOMER

By placing a purchase order, the customer (hereinafter the "**Customer**") declares that:

- a) he/she is at least 18 years old;
- b) he/she is a natural person acting for non-professional purposes and purchasing the Product as a consumer.

3. CONCLUSION OF THE CONTRACT

3.1. The purchase of Products can be made either at the premises of Alessandra Camilla, as identified in Art. 1 above, or through distance sale (i) by contacting its official accounts on social media or through e-mail; or (ii) by placing an order on the Site.

3.2. In order to purchase the Products through distance sale, the Customer shall make a purchase request ("**Purchase Order**") to Alessandra Camilla. The Purchase Order expresses the willingness of the Customer to purchase a specific Product. Upon issuing a Purchase Order, the Customer will receive an e-mail confirming the receipt of such Purchase Order and detailing the order identification number as well as the details of the Product(s) ordered (hereinafter "**Order Summary**"). In order to issue a Purchase Order:

3.2.1. on the **Site**, each Customer must create an account on the Site, by following the relevant registration procedure. For this purpose, it will be necessary to provide the following data: (i) name; (ii) surname; (iii) address; (iv) e-mail address; (v) telephone number; (vi) tax code. Before completing the registration of his/her account on the Site, the Customer must read and accept the terms of the privacy policy (see art. 13 below) and give his/her consent to the processing of personal data. Once the account has been created on the Site, the Customer may proceed with the purchase of the Product(s);

- 3.2.2. via social media or e-mail, the Customer shall send a message indicating the specific Product it requests also providing the following data: (i) name; (ii) surname; (iii) address; (iv) e-mail address; (v) telephone number; (vi) tax code.
- 3.3. Please note that the Order Summary only acknowledges that Alessandra Camilla received the Purchase Order entered by the Customer and therefore, at that stage, the Purchase Order will still not be deemed accepted by Alessandra Camilla. All Purchase Orders for a Product, in fact, will be subject to a specific acceptance by Alessandra Camilla and will be considered accepted (and the contract for the online sale of the Product will be considered concluded) when the Customer receives an e-mail confirming the shipment of the Product (hereinafter "**Shipment Confirmation**").
- 3.4. With a single Purchase Order, a Customer may purchase one or more Products without quantitative limits, subject to availability of the Product(s).
- 3.5. Alessandra Camilla reserves the right to refuse a Purchase Order:
- a) when the Product(s) is (are) not available;
 - b) when Alessandra Camilla does not receive authorization to charge the cost of the Product(s) to the Customer;
 - c) if the Customer does not meet the eligibility criteria set out in Article 2 above;
 - d) for distance sales, where at the time of issuance of the Purchase Order the price indicated on the Site is clearly incorrect and recognisable as such (prices too high or too low in relation to the market average and without the indication of promotional claims).
- 3.6. Only upon receipt of the Shipment Confirmation and/or other specific confirmation or acceptance by Alessandra Camilla for distance sales, the contract for the sale of the Product (the "**Contract**") will be considered concluded and fully binding for the Customer and Alessandra Camilla, except for the case of material and recognizable error of the price. In this latter case, Alessandra Camilla reserves the right to cancel the order and cancel the shipment; the Customer will be contacted by Alessandra Camilla to be informed and will receive a refund for the transaction made, using the same payment methods used by the Customer for the purchase (see article 6 below).
- 3.7. Alessandra Camilla will accept Purchase Orders without territorial limits (for the methods and costs of shipping and delivery see article 5 below).

4. RIGHT OF WITHDRAWAL – RETURNS (ONLY FOR DISTANCE SALES)

- 4.1. Limited to distance sales (i.e., those made through the Site, or via social media or e-mail), the Customer may withdraw from the Contract within 14 days from the day on which he/she received the Product, pursuant to art. 52 of Legislative Decree 206/2005 ("**Consumer Code**"). To comply with the withdrawal period, it is sufficient that the Customer follows the procedure set out in paragraph 4.3 below before the expiration of the withdrawal period.

- 4.2. The Customer shall take all appropriate measures to preserve the Product and shall do everything possible to ensure that the Product is returned in the best possible condition, including the original undamaged packaging, instruction manuals, any separate items and any other components. The Product must not have been handled other than as necessary to establish the nature, characteristics and operation of the Product. In the event in which the Customer has complied with the measures referred to in this article 4.2, he/she will be entitled to a refund of the purchase price of the Product in accordance with the provisions set out below.
- 4.3. In order to withdraw from the Contract, the Customer shall contact Alessandra Camilla at the following email address info@alessandracamilla.com to state the decision to withdraw from the Contract. The Customer will be informed of the procedures concerning the return of the Product. The Customer is responsible for the integrity of the Product as long as the same good is in his/her possession.
- 4.4. Should the Customer decide to withdraw from the Contract and return the Product and provided that the right to withdraw from the Contract has been exercised within the term of the withdrawal period (the so-called Cooling-off Period) of 14 days, Alessandra Camilla will refund - using the same payment method used by the Customer for the purchase - all payments received by the Customer without undue delay and, in any case, no later than 14 days from the day on which the Customer communicated to Alessandra Camilla that he/she wishes to withdraw from the Contract. Alessandra Camilla shall not be responsible for the collection of the Products for which the withdrawal will be exercised.
- 4.5. The Customer may not benefit of the withdrawal right under art. 52 of the Consumer Code in the event in which the returned Product is malfunctioning due to improper use, negligence, damage or physical, aesthetic or superficial alterations, tampering or improper maintenance or wear and tear. The returned Product must coincide with the one indicated on the transport document. The Customer is always responsible for the correct use of the Products purchased online.
- 4.6. The Customer will not be able to withdraw from the Contract in the event in which his/her purchase concerned (i) tailor-made or clearly customized Products in accordance with art. 59, letter c) of the Consumer Code; or (ii) Products that are not suitable for return for health and hygiene-related reasons in accordance with art. 59, letter e) of the Consumer Code.
- 4.7. In the event that the Customer wishes to have the size of a Product corrected after having received it, at an additional costs for the sizing service, he/she may contact Alessandra Camilla at the following email address: info@alessandracamilla.com, indicating the new chosen size. Alessandra Camilla will promptly inform the Customer of the feasibility of the correction and the relevant price. If the correction is possible, the Customer, at his/her own care and expense, shall send to Alessandra Camilla (at the address indicated in the email confirming the possibility of correction) the Product to be corrected. Once the correction is completed, Alessandra Camilla will

inform the Customer by email and the Customer will have to collect, at his/her own care and expense, the corrected Product. The Customer acknowledges and accepts that the correction of the Product may involve slight changes to the original geometry of the Product itself.

5. SHIPMENT, COLLECTION AND TRANSFER OF RISK ON THE PRODUCT

- 5.1. Alessandra Camilla will deliver the ordered Products both within and outside the Italian national territory (hereinafter the “**Shipment**”). The cost of shipping will be indicated to the Customer before the conclusion of the Contract.
- 5.2. The Customer will receive the e-mail of Shipment Confirmation, with the tracking number of the Shipment and will be able to check the status of the Shipment of the purchased Product.
- 5.3. At the time of delivery of the Product, the presence of the Customer or a third party authorised to collect the Product by signing the relevant transport document will be required. In case the Product has not been delivered within the terms indicated in the e-mail of Shipment Confirmation, the Customer can contact Alessandra Camilla according to the modalities reported on the Site or by phone at the number +39 380 5984 490.
- 5.4. The risk of loss and damage of the Product, for causes not attributable to Alessandra Camilla, shall be transferred to the Customer when the Product will be materially in possession of the latter, or of a third party appointed by him/her to collect the Product.
- 5.5. The Customer may choose, as an alternative to the Shipment, to collect the Product directly from Alessandra Camilla at the address set out in Article 1, at no additional costs. In such case, Alessandra Camilla will inform the Customer once the Product is ready for collection, and the Customer shall collect the Product within **5** working days from such communication. Should the Customer fail to collect the Product within such term, Alessandra Camilla will charge a fee for storage and safekeeping of the Product equal to 3% of its price for each day of delay in its collection.

6. PRICE - PAYMENT METHODS

- 6.1. The prices applicable to the Products are those indicated on the Site for each individual Product or those expressly agreed upon between the Customer and Alessandra Camilla. The prices of the Products are inclusive of VAT, updated to the current rate. The prices applicable to the Products indicated on the Site do not include shipping costs, which will be clearly communicated to the Customer before the purchase.
- 6.2. Alessandra Camilla reserves the right to modify, at any time, the price of the Products and the applicable shipping costs. It being understood that any changes will not affect in any way the contracts already concluded before the change.
- 6.3. For custom Products, the Customer will be required to make a deposit upon issuance of the Purchase Order. The final payment shall be made once the Product is ready for Shipment or for collection (depending on the delivery method chosen by the Customer), as will be communicated by Alessandra

Camilla. The Product will not be delivered to the Customer until its full price has been paid.

- 6.4. Limited to Orders relating to custom products, the Customer will be entitled to withdraw from the Order until the communication by Alessandra Camilla that the Product is ready for Shipment or for collection (depending on the delivery method chosen by the Customer). In such event, Alessandra Camilla shall be entitled to retain – pursuant to art. 1386 of the Italian Civil Code - the deposit paid at the time of the Order pursuant to Article 6.3 above.

7. INTELLECTUAL PROPERTY

- 7.1. All Intellectual property rights or other proprietary and exclusive rights (including, without limitation thereto, copyright, trademark rights, know-how, industrial design rights, patent rights for Industrial invention and utility models, trade secret rights and also all rights arising from laws protecting fair competition) as may be howsoever claimed anywhere in the world over the Products and all intermediate results of the process of creating the Products (such as draft, sketches and drawings, illustrations, 3D digital designs and any other information, regardless of the form of expression - including in digital format – jointly, the “**Deliverables**”) shall be vested with Alessandra Camilla as sole owner. The Customer acknowledges in particular that all the aforesaid intellectual property rights or other proprietary rights will arise and accrue in favour of Alessandra Camilla as sole owner upon realization of the Deliverables and/or their subsequent modifications, and that the Customer will not in any way claim ownership over those rights.

8. LEGAL WARRANTY OF CONFORMITY ON PRODUCTS

- 8.1. All Products purchased are covered by a legal warranty of conformity of 24 months from the date of delivery pursuant to Articles 128 et seq. of the Consumer Code. Any lack of conformity that occurs within 24 months from the date of purchase of the goods must be reported within 26 months from the date of purchase.
- 8.2. Pursuant to art. 135-bis of the Consumer Code, in the event of a lack of conformity of the Product, the Customer has the right to the restoration of conformity of the goods, without charge. For this purpose, the Customer can normally choose between repairing the Product or replacing it. This right of choice cannot be exercised only if the requested remedy is objectively impossible or excessively onerous compared to the other. Moreover, the Customer has the right to an adequate reduction of the price or to the termination of the contract, only if one of the following situations occurs: i) the repair and replacement are impossible or excessively expensive; ii) Alessandra Camilla has not provided for the repair or replacement within a reasonable period of time; iii) regardless of the repair or replacement, the defect is not eliminated; iv) the replacement or repair have caused significant inconvenience to the consumer.

8.3. If the Customer wishes to take advantage of the remedies provided by the legal warranty that accompanies the Products, he/she must contact the number +39 380 5984 490.

9. FORCE MAJEURE

9.1. Alessandra Camilla cannot be held responsible for the failure or delayed fulfilment of its obligations herein, for circumstances beyond the reasonable and foreseeable control of Alessandra Camilla (hereinafter "**Force Majeure Events**").

9.2. Force Majeure Events include, but are not limited to, the following circumstances:

- a) strikes, lock-outs and other industrial disputes;
- b) civil mobilisations and insurrections, invasions, terrorist attacks or threats of terrorist attacks, (declared or not) armed conflicts or threat or preparation of conflicts;
- c) fires, explosions, storms, floods, earthquakes, epidemics or other natural disasters;
- d) inability to use public or private means of telecommunication;
- e) epidemics or pandemics.

9.3. The performance of Alessandra Camilla's obligations under these Terms and Conditions shall be deemed suspended for the period in which the Force Majeure Events occur. Alessandra Camilla will do all in her power to find solutions that allow the proper performance of her obligations despite the persistence of Force Majeure Events.

10. WAIVER

10.1. Failure to request compliance with any of the provisions of these Terms and Conditions shall not affect the right of either party to require compliance at any subsequent time, nor shall waiving the exercise of a right resulting from a breach of these Terms and Conditions constitute a waiver of the exercise of a right resulting from a subsequent breach of the same provision.

10.2. No waiver by either party of an article of these Terms and Conditions shall be effective unless expressly stated to be a waiver and is communicated in writing.

11. INVALIDITY OF INDIVIDUAL CLAUSES

11.1. If any provision of these Terms and Conditions is illegal or invalid, it will not be considered as part of the Terms and Conditions, and this will not affect the remaining provisions which will continue to be valid to the fullest extent permitted by law.

12. AMENDMENT

12.1. Alessandra Camilla reserves the right to modify, at any time, these Terms and Conditions by giving specific notice on the Site.

13. SITE

13.1. Alessandra Camilla will endeavour to ensure that the Site is available without interruption 24 hours a day, but cannot in any way be held responsible if, for any reason, the Site is not accessible and/or operational at any time or for any period. Access to the Site may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons beyond the control of Alessandra Camilla or for Force Majeure Events.

14. DATA PROTECTION

14.1. Alessandra Camilla will process the personal data of Customers as data controller in accordance with the provisions of Regulation 2016/679/EU ("**GDPR**") and in compliance with the applicable national legislation on the protection of personal data. For further information regarding the processing of personal data, Customers may consult the Privacy Policy on the Site, which can be consulted through the following link.

15. APPLICABLE LAW AND JURISDICTION

15.1. These Terms and Conditions and the individual Contracts governed by them are exclusively governed by the Italian legislation in force.

15.2. For any dispute that may arise between Alessandra Camilla and the Customer in relation to the Terms and Conditions and / or individual Contracts, the exclusive place of jurisdiction will be the residence or domicile of the Customer.