

## **General Terms of Sale Chrissitaly.com**

Date: September 2021

### **1. General provisions**

1.1. These general terms of sale ("**General Conditions**") describe the conditions under which Chriss SRL, a company incorporated under Italian law, with registered capital of € 10000, registered office in 31044 Montebelluna (TV), Italy, registered at the Italian Company Register of Treviso with registration number 04023650262, VAT NO 04023650262, sells, and a consumer buys, CHRISS products through the Website [www.chrissitaly.com](http://www.chrissitaly.com) ("**Website**").

1.2. These General Terms and Conditions apply to the contracts for the sale of the Products concluded between you and Chriss srl through the Website ("**Agreement**").

1.3. The sale of the Products under these General Conditions is only permitted in relation to consumers, that is to say those natural persons who buy for their own consumption (or act for purposes unrelated to their commercial, entrepreneurial, craft or professional activity and not for profit), over 18 years of age and having the legal capacity to enter into a Contract in their own country.

1.4. Before placing an order you will be asked to accept these General Conditions. We recommend that therefore read this document carefully before proceeding with purchases, and save them or print them for future reference. The non-acceptance of these General Conditions and our Privacy Policy implies the impossibility of ordering the Products from the Website.

1.5. We reserve the right to amend or update these General Terms and Conditions, in full or We will publish the most up-to-date version of the Terms and Conditions on. Please contact us this Website and we will indicate the "Last Updated" date to reflect that of the changes.

### **2. Product information and availability**

2.1. Information on the Products (with their respective product codes) and prices are available on the Site Web.

2.2. The Products available on the Website are generally a selection of the items normally available store. However, some Products may be available exclusively on the Website, while others Products may not be available for sale online. It may also happen that some Products cannot be shipped to your country.

2.3. The images of the Products published on the Website may differ from those actually displayed. In particular, the colors, fabric, shade, grain and texture of the Products displayed on your screen may vary from the real ones. Accordingly, you will have to rely exclusively on the description of the Products and their features, as indicated on the Website.

2.4. We reserve the right, in our sole discretion, to limit the quantities and/or types of Products available on the Website for each person, household or order. Such restrictions may include orders placed from or through the same account, paid by the same payment method and/or orders using the same billing and/or delivery address. No more than two (2) products may be purchased Identical products in the same order. The maximum number of items per order is ten (10).

2.5. We may change or cease production of a Product or some of its features, as well as described on the Website, at any time without notice (this does not affect orders already transmitted to time of change). During the purchase process, we will inform you in case your order does not may be processed due to the non-availability of the Products ordered.

2.6. If your link to the Website is broken, your selection of Products may go lost. In this case, you will be asked to re-enter the selected Products. Please note that the Products in your shopping cart are not reserved and can be purchased by other customers.

We are not responsible for the unavailability of a Product due to a failure or discontinuing your link to the Website.

### **3. Prices**

3.1. The prices of the Products are indicated on the Website in Euros and include VAT and all other taxes and duties of applicable sale.

3.2. We make every reasonable effort to ensure that all prices for the Products shown correct on the Website. However, errors may occur and the price of the Product may not be correct (wrong price or typo in the price shown). If so, we will decide, at our discretion, (i) not to accept the order or terminate the Contract (depending on when the error is detected), by informing you of such non-acceptance or termination, or (ii) we will contact you to ask if you wish to purchase the Product at the correct price.

3.3. We reserve the right to change the prices of the Products at any time and without notice, however such changes will not apply to Products for which you have already received the Order Acceptance.

#### **4. Conclusion of the contract - Placing of the order**

4.1 The information on the Products and their prices shown on the Website constitutes an invitation to offer and not represent an offer from us or a unilateral contract.

4.2. To purchase Products on the Website, you must follow the instructions provided in the purchasing process online: (i) place the selected Products (subject to the restrictions set out in Section 2.4) in the shopping cart, (ii) fill in the order with personal information (name, address, e-mail, telephone, address of delivery/billing) or log in if the information has already been entered, (iii) select the payment method, (iv) accept these General Terms and Conditions, and (v) send the order through the Website.

4.3. Before you place your order, you will be offered the opportunity to check the selected items, check the price and correct errors.

4.4. Your order constitutes a binding offer to purchase the selected Products, pursuant to this General conditions, subject to the right of withdrawal, pursuant to Article 8 hereof. By placing an order, you agree to pay the price of the Products ordered.

4.5. All orders placed are subject to our acceptance. Once you have submitted your order, we will send it to you a confirmation email ("**Order Confirmation**"). The Order Confirmation does not mean, however, that your order is accepted. We may decide not to accept your order for any reason, or at our discretion, in whole or in part, without any liability to you. Below we report some examples of non-acceptance of your orders:

(i) the Products are not available; or

(ii) does not meet the eligibility conditions set out in Article 1.3; or

(iii) you have ordered an excessive number of Products (see Article 2.4); or

(iv) we are unable to obtain authorisation for your payment; or

(v) the price quoted is incorrect; or

(vi) for fraudulent, illegal or unauthorised, reported or suspected activities, including purchases of commercial purposes; or

(vii) the delivery address you provide is not a valid address; or

(viii) you have failed to fulfil your obligations under a previous contract with us.

4.6. The Agreement between you and us will only be considered concluded when you receive an email notification from our confirmation of the shipment of your order ("**Acceptance of the order - shipped order**"). Acceptance of the order (or refusal) will be sent to the email address you provided in the order. The details of your accepted orders are available in the "Your data - MY ORDERS" section of the Website.

4.7. If one or more Products are not available, we will contact you to inform you of the unavailability of Products. You will be charged only the price of the Product or Products available/s.

4.8. The Order Confirmation/Acceptance includes the order number, basic information of the Products The price and the address of delivery.

4.9. Once you have received the Order Acceptance, you will no longer be able to cancel or modify your order, unless otherwise indicated in these General Conditions. The Products shipped can be returned, as set out in Article 8 below.

## **5. Payment**

5.1. You will be required to pay the price of the Products (including VAT, sales taxes or other applicable taxes and related shipping costs, if applicable).

5.2. We accept payments in the currency specified for the country of destination of the shipment that are made with the payment methods that we have proposed to you before your order confirmation.

5.3. If for any reason your payment cannot be processed, your order will be cancelled and the Contract will terminate immediately, without any liability to you. In such case, you will receive a written communication.

5.4. You are responsible for any fees or charges applied by the card issuer, bank or other payment institution following the processing of your payment.

5.5. The electronic invoice for purchased products will be issued (for VAT) only if requested by the check on the website. The electronic invoice is based on the information you provide at the time order. Once the electronic invoice has been issued, it cannot be modified in any way.

5.6 Payments accepted:

Credit card

Paypal

Bank transfer

N.B. If you use a prepaid or "disposable" credit card, we recommend that you keep it, as it may serve for credit in case of return.

## **6. Shipping, delivery and collection**

6.1. The Products purchased are shipped by a carrier selected by us ("**Carrier**"). The Products will be sent to the address you indicate in the order form. We are not responsible for any shipping problems that may occur as a result of an incomplete or incorrect address that you have provided. Please note that we do not ship to mailboxes, shipping addresses or hotels.

6.2. The purchased Products will be shipped only after receipt of payment of the total amount due. In the event that, for any reason, we do not receive full payment from you, we may delay or refuse the shipment of Products, without any liability to you.

6.3. We will take reasonable steps to deliver the purchased Products within the shipping time estimates that will be communicated to you during the purchase process before your order confirmation, except for in the event of an event of force majeure, or an event beyond our reasonable control or, again, an unforeseeable circumstance. If the delivery does not take place within thirty (30) days of Acceptance of the order, you may withdraw from the Contract and we shall reimburse you without undue delay amounts paid under the Contract.

6.4. Upon delivery of the Products by the Carrier, you (or your designated representative) you will:

- (i) verify that the number of packages delivered corresponds to the number indicated on the delivery note;
- (ii) verify that the packages and seals are intact, not damaged, not damp or otherwise altered;
- (iii) verify that the Products shipped meet the style, pattern, colour, size, etc. specifications of Products, as described in the order confirmation/ acceptance, that do not have obvious defects (including, for example, tears, scratches, colour variations or other colour defects etc.) and which are not incomplete (for example, buttons or other missing accessories); and
- (iv) sign the delivery note.

Any damage to the packages and/or Products, discrepancies in the number of packages or documentation, the lack of conformity or the presence of obvious defects in the Products must be reported immediately in writing on the carrier's delivery note. To the maximum extent permitted by applicable law, once signed the delivery note of the Carrier will no longer be able to submit a complaint regarding the packages delivered, provided that you are entitled to make a complaint regarding the production defects of Products, as set out in the following Article 10.

## **7. Risk and ownership**

7.1. The risk of loss, damage and destruction of the Products is transferred to you at the time when you (or the person you designate, other than the Carrier) you will physically take possession of the Products at the delivery address by you provided.

7.2. Ownership of the Products is transferred to you at the time the Products are delivered to your address delivery.

## **8. Right of withdrawal and returns**

8.1. You have the right to withdraw from the Agreement in case of change of mind or for any other reason, within fourteen (14) days from the date on which you (or the person you designate) became the owner of the Products, or in the case of multiple delivery for the same order, from the date of the last delivery.

8.2. The right of withdrawal does not apply to orders from (i) Custom Products, such as Products with initials; (ii)

Products made to measure or according to the specifications you request; (iii) Products for which you have been informed, at the time of transmission of the order, their non-returnability ("**Non-returnable products**").

8.3. To exercise your right of withdrawal, you must notify us of your intention to withdraw from the Contract by Period referred to in Article 8.1 above:

by sending us an e-mail or by regular mail:

or the Withdrawal Form at the end of these General Terms and Conditions, duly completed and signed, or a letter that includes the following information: (i) indication of the Products for which you wish to exercise the right of withdrawal; and (ii) the order number,

to the following address or e-mail:

CHRISS SRL - in Via B.Buozzi, 18, 31044 Montebelluna (TV) Italy - [info@chrissitaly.com](mailto:info@chrissitaly.com)

8.4. You must return the Products purchased to us within fourteen (14) days of the date on which you have notified us of your decision to exercise the right of withdrawal, in accordance with Section 8.3 above),

8.5. Products must be returned in their original condition, unaltered, unused, without damage, to the original packaging, with the original labels attached and with the related accessories and documents (for example, Instruction booklet, Product certificates, etc.), if present, and in an undamaged box.

8.6. If a returned Product does not meet the conditions for return, as defined in Article 8.5 above, you we will resend that Product to the address you provided in the return form, or if this address is not valid, to the address you provided when you placed your order. The return will be made within thirty (30) days from the date we notify you of the rejection of Returned Products, unless such refusal occurs a force majeure event, that is an event beyond our reasonable control or, finally, a unforeseeable circumstance.

8.7. We will refund the amounts you have paid us, including shipping costs, if any (except, Regarding the shipping costs, the maximum amount of reimbursement, if any, will be equal to the expenses of shipment related to the cheapest shipping method offered by us) within fourteen (14) days of the date we received the Products or you have provided evidence of having returned them, whichever is previous. We will not refund any charges you have paid to third parties, in particular bank charges or customs, if present. We will refund using the same payment method you used to the initial order. We also inform you that we may reduce the refund based on any write-down of Products resulting from operations other than those strictly necessary to establish the nature of the product, and characteristics and operation of the Products.

## **9. Replacement of Products**

9.1. Subject to your rights under Articles 8 and 10, and except for non-returnable Products, we accept Replacement of Products purchased on the Website within fourteen (14) days from the Delivery Date, in We accept replacements only for a different product. Please note that the Product (same price/ same color). If you wish to receive a different or the same Product, but in a different color, you must return the Product and ask for a refund. After that you can place a new online order for the desired Product.

9.2. Any replacement is subject to the availability of the new Product requested. Products may be replaced only once.

9.3. We reserve the right to refuse returns or replacements of Products that do not meet the conditions defined in the preceding Article 8.5.

9.4. Any fees or charges, or other costs incurred as a result of exercising your right to replacement of the Product under this Article 9, including, for example, shipping costs incurred to return the Products, are your responsibility, unless the Products are damaged or defective.

10. Lack of conformity - Production defects

10.1 If you notice that a Product sold by us on the Website has manufacturing defects or does not correspond to description (except for the non-conformity with the Confirmation/Acceptance of the order or obvious defects that should have been identified at the time of delivery, as set out in the preceding Article 6.5), you must immediately contact our customer service by calling the number +39 0423 300688 or by sending an e-mail to [info@chrissitaly.com](mailto:info@chrissitaly.com) to arrange for the repair or replacement of the Product.

10.2 We provide warranty for Products that do not comply with the terms of the Contract, which we have sold on the Website under the conditions of Article 129 and following of the Italian Consumer Code, in addition to warranty on hidden defects contained in Article 1490 and following of the Italian Civil Code.

Under the legal warranty of compliance, you will have two (2) years from the date of delivery of the Product not in conformity with the law for the exercise of its rights. You can choose between repair or replacement of the Product, unless, as determined in the conditions provided for in Article 130 of the Italian Consumer Code, the cost of your chosen solution is not disproportionate to the cost of an alternative solution, or the solution you have chosen is not feasible; in this case, you will be entitled to conditions, to a refund or price reduction. You are not required to prove the existence of non-conformity of the Product with the Contract for the first twenty-four (24) months following delivery of the Product. However, if we prove that the Product was in accordance with the Contract, your request will be rejected. This warranty is provided in addition to the commercial warranty, if any, and the guarantee for hidden defects referred to in Article 1490 and following of the Italian Civil Code, which states that you may make the request within two (2) years of discovery of the occult defect. In this case, you will be able to choose between termination of the Contract or a reduction in the price of the Product.

10.3 Damage, alteration or modification of the Product caused by you are not considered defects of production or lack of conformity. By way of example, without limitation: damage caused by a prolonged use or wear and tear; improper use (such as direct exposure to sunlight or heat, the contact with liquids, rain or food); normal wear and failure to follow care instructions and/on cleaning are not considered to be manufacturing defects or lack of conformity. Similarly, variations in the texture, the normal signs or irregularities of natural products (such as skin or fabric) are The Product and do not constitute manufacturing defects.

10.4 If you require repair, replacement or return of a Product due to defects in production in accordance with Article 10, we will bear the shipping costs for the return of Products to be repaired, replaced or returned, and the costs of resending the repaired Products to you; or replaced.

## **11 Responsibility**

11.1. Nothing in these General Terms and Conditions is intended to exclude or limit our responsibility for:

personal injury or death resulting from our negligence;

fraud or fraudulent reporting;

breach of obligations under applicable consumer protection laws; or

other legal actions that cannot be limited or excluded under applicable law.

11.2 In accordance with the above, our overall liability, which will be limited exclusively to direct damages caused by a breach of our which you may incur in connection with any claim or other legal action arising out of or related to these General Terms and Conditions and each Contract, will not in any way exceed the price of the Product or Products you have purchased on the Website under the Agreement. We are not responsible for damages or losses reasonably foreseeable at the time you accepted these Terms. We have no liability to you for indirect damages

11.3. We are not liable for any delay or failure to comply with our obligations under this General conditions where the delay or default is caused by an event of force majeure or caused by a circumstance beyond our reasonable control, including, for example, how much follows: government action, war, civil war, fire, flood, earthquake, hurricane and other disasters natural, epidemic, revolution, insurrection, invasion, military acts or usurpation of power, confiscation, activities terrorist attacks, national strikes, blockades, embargoes, interruptions or failures of computer and technological services, electrical or telecommunication and failure of third parties to comply with their obligations towards us (such as suppliers and subcontractors).

11.4. If you do not meet the eligibility requirements set out in Article 1, we cannot be considered We are responsible to you for any damage or loss that may result.

## **12. Guarantee of authenticity and intellectual property rights**

12.1. We guarantee the authenticity of all Products purchased on our Website.

12.2. CHRISS trademarks, figurative or otherwise, service marks, other marks, brand names, trade logos used on the Products, their accessories and/or packaging, whether registered or not, together with photographs, the illustrations, images of the Products, trade names or trade designations, names of domain and URLs are and remain the exclusive property of our licensees and are protected by laws on copyright, trademarks and intellectual property in force and we reserve these rights.

## **13. Promotions and special offers**

13.1. We may offer you promotions and special offers. The terms of such promotions and special offers will be specified on the website (for example, start and end date of promotions and offers, any minimum order value). Promotions and offers cannot be used in conjunction with other promotions or offers. To be able to take advantage of the discount or offer requested, you must submit your order within indicated date.

13.2. We reserve the right to (i) terminate the promotion or special offer in advance in any The Commission has also decided to grant a further exemption from the obligation to (ii) participate in a special promotion or offer.

## **14. The whole agreement**

14.1. These General Conditions and the documents to which they refer constitute the entire agreement between you and us in relation to the sale of Products by us, and replace any prior agreement, arrangement or arrangement, whether written or oral, as applicable.

## **15. Applicable law and competent jurisdiction**

15.1. These General Conditions and, consequently, the Contracts concluded with the Customers are regulated and interpreted in accordance with Italian law (without reference to the provisions on conflicts of laws).

15.2. Any disputes that may arise out of or may be connected to this General and Contract Terms shall be subject to the exclusive jurisdiction of the competent courts.

15.3. Alternatively, you can access the European Online Dispute Resolution Platform provided by European Commission and available at <http://ec.europa.eu/odr> for alternative resolution out-of-court disputes that cannot be resolved between us and you.

## **16. Contacts**

For further information and assistance with the Website, you may contact us by any of the following means:

By sending a communication to CHRISS SRL - Via Bruno Buozzi, 18 31044 MONTEBELLUNA (TV), Italy,

By sending an e-mail to info@chrissitaly.com

By calling +39 0423 300688 ,

### **17. Communications**

Communications to be sent under these General Conditions or the Contracts shall be in the form written. We will contact you by e-mail, telephone, SMS or provide information by publishing the communications on our Website.

#### **Withdrawal form**

(to be completed and returned only if you wish to withdraw from the Contract)

To the kind attention of CHRISS SRL -Via Bruno Buozzi, 18- 31044 Montebelluna (TV), Italy  
info@chrissitaly.com

The undersigned/a

hereby communicate its intention to

to withdraw from the Sales Contract (order number) ..... of the following goods.....

Ordered/s on data..... receipt/s on date..... ,

Name of consumer/s .....

Address of consumer/s .....

Signature of the consumer/s (only if this form is served on paper),

Date