

## **General terms and conditions**

### **1. Definitions**

For the purposes of these General Terms and Conditions the following definitions apply:

**Seller:** the company La Gallette di Giulia Galletta, Tax code and VAT number 09435780961, with registered office at via Civerchi 63/65, 26013 Crema (CR) ITALY, email: info@lagalette.it, Certified email address: giulia.galletta@legalmail.it, tel. +39 0373 470486

**Website or Site:** the web portal located on the lagalette.it domain;

**User:** the person who accesses the Site, navigates and can make online purchases of the Products according to the established procedure;

**Professional:** any person, including the User, who acts for the purposes of their business, be it as a craftsman, or in sales, or for a professional activity.

**Consumer:** the person, including the User, who acts for purposes unrelated to any entrepreneurial, commercial, craft or professional activity;

**Services:** the Electronic Commerce services made available to Users by the Seller through the Website, such as the online purchase procedure in e-commerce mode, the online catalogue, sales promotion services, the shopping cart and all other tools that facilitate User navigation of the Site, in addition to the services which may or may not be related to the sale of a Product, as well as any other and different activity that may be carried out by the Seller through the Site;

**General Conditions:** these General Contract Conditions, by which the Seller intends to regulate the sales relationship with its customers;

**Products:** products sold through the Site under the Electronic Commerce system;

**Order:** the purchase proposal made by the User through the Website procedures;

**Cart:** the phase during the purchase procedure when the User makes their purchase proposal by choosing the Product, the payment and delivery methods and other similar details;

**Electronic Commerce:** a particular method of trading, regulated in Italy by the Consumer Code and by the e-commerce Decree, under which the two contracting parties, for example the seller and the buyer involved in a sales contract, agree to a distance contract thanks to IT service companies (in particular over the internet) without being physically or simultaneously present. Given this distance, delivery of the products does not take place at the same time but is carried out by shipping through third party operators (couriers / shippers); alternatively, it is also possible to pick up the Products purchased by e-commerce directly from the Seller's premises.

**Consumer Code:** the Consumer Code, governed by Legislative Decree 6 September 2005 n. 206 and subsequent amendments and additions;

**E-commerce decree:** the implementation of Directive 2000/31 / EC relating to certain legal aspects of IT service companies in the internal market with particular reference to e-commerce, governed by Legislative Decree 9 April 2003 n. 70 and subsequent amendments and additions;

**Privacy Code:** the Code regarding the protection of Personal Data, governed by Legislative Decree 30 June 2003, n. 196 and subsequent amendments and additions;

Privacy Notice: the privacy statement, drawn up in compliance with articles 13 and 14 of EU Regulation 2016/679 (GDPR) and of the Legislative Decree 196/03 (Privacy Code) as reformed by Legislative Decree 101/2018.

## **2. Application of these General Conditions**

These General Conditions govern the general rules of the Services offered by the Seller to all Users through the Website.

In particular, in setting out these General Conditions, the Seller intends to inform Users of their rights, arising from this business relationship and in any case from the Consumer Code, in particular from Part III, Title III, Chapter I “Regarding consumer rights in contracts”, Sections I to IV (articles 45 to 67), as well as the e-commerce Decree, the EU Regulation 2016/679 and the Privacy Code. Further information is available by clicking on the following LINK.

The User accepts these General Conditions, where applicable, from the moment in which he/she continues browsing through the Site.

The User must accept these General Conditions when the ordering procedure is carried out, as described below.

## **3. Object of the contract**

This Website offers the sale of consumer goods and the provision of related services under e-Commerce.

The Seller is the sole owner of the Site, and therefore by using it the User establishes a sales and / or service relationship exclusively with the Seller themselves, unless otherwise indicated in these General Conditions.

Any business relationships with or data transfers to third parties will be specifically indicated on the Site as well as in these General Conditions.

Delivery and shipping services are an exception to the above should the User make independent use of couriers / freight forwarders of their own choice as well as any of the other services indicated on the Site.

## **4. Products**

The Site deals with retail sales, in e-commerce mode, selling its Products consisting mainly of clothing, bags, shoes and other accessories.

The Products and offers contained in the Site will be available and valid as long as they remain online, without prejudice to what is stated below.

The information and characteristics of each Product are indicated and illustrated on the Website within each product sheet.

The user must pay attention to the selection of the product size by consulting the "sizes and measurements" table available on the page for each article. Considering that online sales constitute a distance sale, therefore the User is responsible for the choice and verification of the size.

## **5. Price**

Prices are indicated on each product sheet at the time of order and must be considered as being per item, unless otherwise indicated

Any other additional costs, such as shipping, packaging and the like, as well as taxes and any other ancillary expenses will be promptly indicated during the order phase and counted separately, along with the price of the product being purchased, and finally the total cost of the sale will be highlighted.

For delivery within the European Union, prices are inclusive of VAT, calculated according to the Italian tax rate applicable on the day of the order. No other customs tax or VAT will be payable for a delivery within the European Union, except in cases where it is expressly provided for by law.

In the event of delivery outside the European Union it is the responsibility of the User to pay customs duties, or any other taxes related to the importation of the products into the country where the delivery will be made. Any costs or paperwork in this regard will be borne exclusively by the User, unless otherwise indicated. In any case, the User is deemed the person responsible for verifying the possibility of importing any products ordered according to the law of the country to which they will be delivered.

The Seller reserves the right to evaluate any quantitative limits on the purchase of products and therefore to suspend an order should the number of products ordered be unjustifiably high: should this be the case, the User will be contacted promptly for any further information required.

## **6. Purchase procedure and conclusion of the sale**

The User can purchase any of the products, illustrated and described on each respective information sheet, which are offered for sale on the Site.

The publication of the Products on the Site constitutes an invitation addressed to the User to formulate a contractual purchase proposal and involves the complete knowledge and full acceptance of these General Conditions.

The purchase procedure is indicated on the Website. To conclude the contract, the User must complete the Order Form in electronic format and send it to the Seller electronically, following the relative instructions

The Order Form contains a reference to these General Conditions which also contain the Information on the right to cancel, as well as a summary of the information on the essential characteristics of each product ordered and the relative price (including all applicable taxes and

duties), payment methods and delivery methods for the products purchased, shipping costs, conditions for exercising the right to cancel where applicable and the methods and times for returning products.

The Purchase Order is considered to have been made at the time the user clicks on Confirm. The acceptance of the Order by the Seller is made by sending a confirmation e-mail to the e-mail address provided by the User.

Please note that during the shipping phase the Seller carries out a further check both of the quality and of the current availability of the items ordered and therefore reserves the right to cancel the order or part thereof should there prove to be any defects of conformity of the ordered Products. , or if these Products are no longer available. In such cases the Seller will reimburse the amount paid by the Consumer within 48/72 hours.

The Seller reserves the right not to accept the Order or to suspend the same according to those terms provided for in these General Conditions, such as in the case where the quantity of goods ordered is unusual or there is suspicion of any incorrect behaviour on the part of the buyer.

The conclusion of the sales contract will take place only when an order confirmation is received from the Seller.

## **7. Payment methods**

The User must pay the price of the products ordered, taxes and incidental expenses using the method provided for on the Site.

The payment methods generally available on the Site are the following:

- a) Paypal: to be carried out using the tools offered on the Site;
- b) Credit Cards and Prepaid Cards: it is possible to make purchases using credit cards and prepaid cards, where compatible with what is indicated on the Site and with accepted payment circuits;

Please note that for transaction security the system uses Secure Sockets Layer 3.0 (SSL) cryptographic protocol or later version for all payments by Credit Card: This protocol protects the integrity of data during transfer to our servers, using an encryption key with a length of 128 bits (the maximum available).

## **8. Non-payment**

Our system does not allow under any circumstances for there to be delivery of any Products prior to payment of the total sum due.

## **9. Order fulfilment and product delivery**

The fulfilment of the Order will be carried out according to the terms indicated on the Site and specified in the order by the Seller.

Upon confirmation of the Order, the Seller will send an email containing the shipment tracking link within 48 from the time the order is made. This link may only be available a few hours after sending the email.

The geographical area of delivery of the Products corresponds to the geographical area covered by the offer, also taking into account importation rules of each individual country. Any problems with delivery(although the reasons for this may not be exhaustive) will be visible on the Site (in any case the Seller will not assume responsibility for any difficulties in importation).

Except as described above, the Products will be delivered to the address indicated by the User during the order phase: any failure to deliver the product due to incorrect or missing contact information will not be the Seller's responsibility.

Delivery refers to street level and will be made from Monday to Friday, during normal business hours, excluding national holidays, unless otherwise indicated.

Should the User or other recipient indicated be absent at the time of delivery, the Products must be collected at the address and in the manner as indicated by the courier.

In the event of failure to collect within the deadline indicated, the products will be returned to the Seller, who reserves the right to reimburse the price of the products, leaving the shipping costs to be borne by the User.

Should there be delays, damage, total or partial losses or other problems, the User must contact the Seller in order to solve the problem as soon as possible.

Packages sent by the Seller are all insured.

If any anomalies caused during transport (damage, breakage, loss, etc.) are found on the delivered products, the User must notify the Seller within 24 hours of receipt of the goods, providing the Seller with photographic documentation capable of proving said anomalies. Failure to comply with the provisions of this paragraph precludes the replacement of damaged products by the Seller.

## **10. Guarantees**

Sale from Professional to Consumer (B2C)

Legal guarantee of conformity

In the event that the buyer is a Consumer, they are entitled to the legal guarantee of conformity on the goods sold.

In particular, the Seller is obliged to deliver the Product to the Consumer in accordance with the sales contract. To this end, it is assumed, among other things, that the Product complies with the contract if, where applicable, the following circumstances exist:

- a) it is suitable for the use for which goods of the same type are normally used;
- b) it complies with the description made by the Seller;
- c) it has the usual qualities and performance which the Consumer can reasonably expect from goods of the same type, taking into account the nature of the goods and, where appropriate, the

public statements about the specific characteristics of the Product made by the Seller in this regard;

The Seller is not bound by the public statements referred to in letter c) above, when, as an alternative, they can show that:

- 1) they were not aware of the statement and could not know of it under ordinary circumstances;
- 2) the statement was adequately corrected at the time of the fulfilment of the contract so that the Consumer was aware of the same;
- 3) the decision to purchase the Product was not influenced by the statement.

If at the time of fulfilment of the contract, the Consumer was aware of any defect and could not ignore it under ordinary circumstances there will be deemed to be no lack of conformity.

In any case, the Seller is excluded from liability if:

- 1) the Consumer knew of any defects or differences and did not make a formal complaint;
- 2) the defects or discrepancies derive from instructions provided by the Consumer themselves;
- 3) the defects or the discrepancies are very slight and any repair is impossible or excessively onerous;
- 4) defects or discrepancies derive from tampering or technical intervention by unauthorised personnel;
- 5) the Seller's Product is incorporated / used in another product not attributable to the Seller themselves, and when the discrepancy is due to the design of any product incorporating or using the seller's product or to the instructions for incorporation / use;

Should delivery of the Products be delayed due to any fault on the Seller's behalf, liability will be limited in any case to a maximum amount equal to the sale price.

On no account will any expenses incurred by the Consumer themselves be considered as compensation amounts for damages without the express prior consent of the Seller.

Any existence of a conventional Guarantee, along with the relative conditions, applicable to certain products will be communicated on the Website on the specific product sheet.

## **Consumer Rights**

Should any of the goods ordered not conform to the description, the Consumer has the right, without charge, to repair or replacement of the goods, or to an adequate discount or termination of the contract.

The Consumer can also chooses to ask for the goods to be repaired or replaced, without charge in both cases, unless the requested remedy is objectively impossible or excessively expensive compared to the alternative.

One of the two remedies is considered excessively expensive if it imposes unreasonable costs on the Seller compared to the alternative, taking into account:

- a) the value the goods would have if there were no lack of conformity;
- b) the extent of the lack of conformity;
- c) the possibility that the alternative remedy may be effected without significant inconvenience to the Consumer.

Repairs or replacements will be made within a reasonable time from the request.

The Consumer may also choose to request a reasonable price reduction or termination of the contract where one of the following situations occurs:

- a) repair and replacement are impossible or excessively expensive;
- b) the Seller has not repaired or replaced the goods within the reasonable time indicated above;
- c) the replacement or repair previously carried out has caused considerable inconvenience to the Consumer.

In determining the amount of the discount or the sum to be returned, whether the item has been used or not will be taken into account in any event.

After receiving a complaint about lack of conformity, the Seller can offer any other remedy available, with the following effects:

- a) if the Consumer has already requested a specific remedy, the Seller is obliged to implement it, with the necessary consequences as applicable to the deadline mentioned above, unless the Consumer accepts the alternative remedy proposed;
- b) if the Consumer has not already requested a specific remedy, they must accept the proposal or reject it by choosing another remedy as indicated above.

In the case of a minor defect for which it was not possible or was excessively expensive to carry out remedial measures, repair or replacement, this does not mean the contract can be terminated.

## **Terms**

When the Product does not conform to the description, the Consumer must report it to the Seller within two months of discovery to the certified email address: [info@lagalette.it](mailto:info@lagalette.it) or at certified email PEC [giulia.galletta@legalmail.it](mailto:giulia.galletta@legalmail.it) or alternatively by registered letter/recorded delivery to:

La Galette  
via Civerchi, 63/65  
26013 Crema (CR) - Italy

The Seller is responsible for any defect in conformity occurring within two years from the delivery and / or collection of the Product. The Consumer loses warranty rights if they fail to report the lack of conformity to the seller within two months from the date on which they discovered it. In any case, any right for the Consumer to take action aimed at asserting any defects lapses twenty-six months after delivery of the goods.

N.B. Claims relating to alleged lack of conformity will not be considered valid if the consumer has not followed the washing or maintenance instructions specified in the labels attached to the products.

## **Product warranty**

The Products all comply with the information on their constituent parts and with the other applicable regulations.

Any damages that the Product may cause to possessions or to people are refundable within the limits of the Consumer Code where applicable, except for the excess amount of 387 Euros set forth in art. 123.

## **11. Right of withdrawal**

In the case of B2C sales, pursuant to articles 52 et seq. of the Consumer Code the Consumer has the right to withdraw from the purchase contract without any penalty and without any obligation to specify the reasons.

Exercising the right of withdrawal is however excluded, among other things, in the following cases:

- sale of goods made to specifications or clearly personalised;
- sale of sealed goods which were opened after delivery and therefore cannot be returned for hygiene or health protection reasons;
- if the seal applied by the Seller during shipment has been removed from the purchased Product.

Where applicable, the right of withdrawal must be exercised within 14 (fourteen) days from the day on which the Consumer or a third party other than the carrier and designated by the Consumer acquires physical possession of the Product (or from the date of receipt of the Product).

To exercise the right of withdrawal, the Consumer must send a communication to the Seller with an explicit declaration of his decision to withdraw, also using the form at the bottom of this document before the deadline. This declaration must be sent via Certified email to the address [giulia.galletta@legalmail.it](mailto:giulia.galletta@legalmail.it) or by registered letter with acknowledgment of receipt addressed to:

La Galette  
via Civerchi, 63/65  
26013 Crema (CR)  
Italy

The product must be returned in its original packaging and in a state of perfect cleanliness. An essential condition for exercising the right of withdrawal is that the product to be returned is intact and unspoilt. Returns damaged, without the seal or showing signs of wear and tear will not be accepted, but only those kept in normal conditions and / or kept with the use of normal diligence.

A copy of both the delivery document received and a copy of the email conversation regarding the return must be enclosed inside the packaging box.

Any direct costs for returning the Product, including any insurance costs, are borne by the Consumer.

The risks of transport for the return of the Product are fully borne by the Consumer, as well as the costs necessary for its return.

Once the returned Product has been verified as intact and compliance with the other conditions indicated above have been checked, the Seller will reimburse the Consumer the full amount paid, no later than 14 (fourteen) days from the date of receipt of the Product, by the same means of payment used by the Consumer. In any case, the Seller will withhold reimbursement until they have received the returned Products.



The Seller is not required to reimburse any additional costs, should the Consumer choose a different type of delivery rather than the least expensive type offered by the Seller. THIS IS FOR YOUR WARRANTY, BUT IF YOU WANT TO REMOVE IT.

For instructions summarising the rights and practical procedures for exercising them, please refer to the end of these Conditions, where additional information will be provided.

Where applicable, the right of withdrawal terminates any obligation between the parties, subject to the obligations to return the Products, reimbursement and all others described above, in addition to resolving all ancillary contracts as of right.

## **12. Force majeure**

In the event of force majeure the fulfilment of the Order will be suspended.

This suspension may last for a maximum period of 3 (three) months, after which the Seller will deem the Order automatically cancelled.

Cases of force majeure, in addition to those normally considered, include total or partial strikes, internal or external to the Seller's company, the blockage of transport or supply vehicles for any reason, governmental or legal restrictions, computer or electrical failures, telecommunication faults including networks and in particular the Internet, problems that affect the operation of production machinery, unavailability of raw materials or delays in their delivery and the like.

However, the Consumer's interest in maintaining the Order may be sent to the Seller, in which case a new deadline will be set after which, if the force majeure persists, they will be asked once again to confirm if they wish to maintain the order.

## **13. Industrial and intellectual property rights**

The Site, the trademark "La Galette" and all goods subject to intellectual and industrial property related to them are the exclusive property of the Seller, who is also the owner of the intellectual property rights of the Site and the right to distribute the elements contained in the catalogue for online distribution, for which it has obtained the necessary authorisations from the persons concerned, unless otherwise indicated.

The partial or total reproduction of any kind of media and the use of the elements that make up the Site and the catalogue, including the use of the same as well as their transfer to third parties are all formally prohibited.

It is therefore forbidden to copy, disclose or modify the contents protected by copyright, by registered trademarks or by other intellectual and industrial property rights.

The trademarks and logos of the platforms that grant payment instruments, social networks, couriers and the like and any other logo not directly or indirectly attributable to the Seller are the property of the respective owners and are indicated in this Site only for information purposes to allow the relative Services to be carried out.

#### **14. Sicurezza del Sito e degli Utenti**

The aim is to make the use of the Site secure for all Users, however the Seller cannot guarantee this completely.

To this end, the Seller requests that all Users help to guarantee the security of the Site and for this reason the following activities are forbidden; publishing spam, developing or using third-party applications with illicit content or otherwise contrary to public morality or mores; using the Site and the Services for illegal, deceptive, malicious or discriminatory purposes; taking actions that may prevent, overburden or impair the proper functioning or appearance of the Site or Services; entering false and / or invented and / or fantasy and / or third party data other than those of the User, except in cases of legal representation, during the registration procedure which are necessary in order to activate the procedure for the execution of this contract and any further relative communication; committing any other action that is detrimental to the Seller, its partners and its users.

#### **15. Specific termination clause**

The sales contract is terminated by law, pursuant to art. 1456 civil code, in all cases of violation of the provisions of these General Conditions and in particular of the following:

- 10) Non-payment;
- 15) Industrial and intellectual property rights
- 16) Site and user security.

In the case of non-payment of the cash on delivery note, the Seller reserves the right to request compensation for damages equal to the amount incurred for the shipment of the Products. This right of termination is deemed finalised when the party that intends to make use of this clause communicates to the other such intention and indicates the circumstance, among those provided above, that it considers to have occurred.

#### **16. Invalidity or ineffectiveness of the clauses**

Should any clause in these General Conditions prove to be null or ineffective, the eventual nullity or ineffectiveness will not extend to the remaining clauses, which will therefore continue to remain valid and effective.

#### **17. Changes to these General Conditions**

The Seller reserves the right to modify, the contents of these General Conditions, at any time and without prior notice: the business relationship will be governed by the text of the General Conditions published on the Website at the time the User places the Purchase Order . Updates will be indicated in the header of the text along with the date of the last update.

The User is therefore invited to read the text of these General Conditions carefully and always before sending the Purchase Order, particularly in order to verify the updated text at the time of the Order itself.

## **18. Reference to sector regulations**

Although not expressly waived by these General Conditions, in addition to Legislative Decree 6 September 2005, n. 206 (Consumer Code) and successive amendments for the respective field of application, express reference is made to the other applicable regulations with express, but not exhaustive, reference to the Legislative Decree 9 April 2003, n. 70 (Implementation of Directive 2000/31 / EC relating to certain legal aspects of IT company services, in particular e-commerce, in the internal market) and successive amendemnts., as well as to Legislative Decree 30 June 2003 , n. 196 (Privacy Code), the Civil Code and other applicable industry regulations.

## **19. Treatment of personal data (Privacy)**

The User is invited to carefully read the information on the processing of personal data (Privacy Statement) made pursuant to articles 13 and 14 of the EU Regulation 2016/679 (GDPR) and of the Privacy Code, as well as the information on the use of cookies pursuant to art. 122 of the Privacy Code, shown on the specific page of the Website, with the relative consent to processing where required.

## **20. Applicable Law**

The General Conditions and the Services described in them are governed exclusively by Italian law, by the European Union's EU regulations and by the International Conventions that take effect and are recognised in the Italian Republic.

All Services and information contained on the Site will be published in Italian.

## **21. Complaints and tools for resolving any disputes**

The User can forward any complaints to the following addresses:

La Galette  
via Civerchi 63/65  
26013 Crema (CR) - Italy

By certified email to [giulia.galletta@legalmail.it](mailto:giulia.galletta@legalmail.it)

by ordinary mail to [info@lagalette.it](mailto:info@lagalette.it)

In any event, in order to resolve disputes arising from the exact application of the contract it is possible to resort to the out-of-court dispute resolution procedures, referred to in part V, title II-bis, of the Consumer Code, before the relevant consumer mediation bodies pursuant to Legislative Decree 4 February 2010 n. 28 and to other ADR bodies (i.e. Alternative Dispute Resolution, that is to say dispute resolution as an alternative to judicial or disputed settlement) indicated therein.

The Seller wishes to point out in particular that the European Union has implemented a platform for resolving disputes online, so please consult this link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

## **22. Jurisdiction and Jurisdiction**

Except for the above, for any dispute concerning the interpretation, execution and termination of these General Conditions and the resulting sales relationship, if the User is a Consumer they can either choose whether to contact the Judicial Authority of their domicile (if not Italy) or the Italian judicial authorities, in the case of application of the 1968 Brussels Convention or of the EU Regulation 1215/2012.

In the case of Italian jurisdiction, if the User is a Consumer the mandatory territorial jurisdiction is of the judge for the place of their residence or domicile, pursuant to art. 66-bis Legislative Decree 206/2005.

If the User is a Professional within the meaning of the applicable legislation, however, the Italian Judicial Authority has exclusive jurisdiction and the Court of Cremona is the exclusive competent body, exception cases considered for the mandatory and exclusive jurisdiction of the Court of Cremona, Section Specialised in the matter of Enterprise, for cases expressly provided for by the applicable legislation.

Any exclusive and mandatory jurisdictions and competences envisaged by sector regulations remain unaffected.

## **23. Communication**

Any communication between the Parties will be considered valid and effective if made to the addresses indicated in these General Conditions or in the Special Conditions or to those subsequently changed and communicated to the other party at the last known and valid address.

pursuant to art. 49, paragraph 1, lett. h)

(complete and send this form if you wish to withdraw from the contract)

For the kind attention of

La Gallette di Giulia Galletta

Tax code and VAT number 09435780961

via Civerchi 63/65, 26013 Crema (CR) - Italy

Email: info@lagalette.it

Certified email: giulia.galletta@legalmail.it

tel. +39 0373 470486

#### NOTICE OF EXERCISE OF THE RIGHT OF WITHDRAWAL

I / we (\*) hereby notify withdrawal from my / (\*) sales contract for the following goods / services

(\*) - purchased on (\*) / received on (\*) -

Name of consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only if this form is sent in hard copy)

Date

(\*) Delete non applicable wording