

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

**GENERAL NOTES**

Dear Customer,

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

Upon purchase of the Products, these general terms and conditions of sale will apply to in-store purchases (hereinafter the "**Terms and Conditions for In-Store Purchases**"). The Terms and Conditions for In-Store Purchases are available both in-store and in the [section of the site](#) www.FALCONERI.com (hereinafter the "Site"), where the main characteristics of the Products are also described.

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

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

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

**1. PARTIES**

1.1 The products are sold by Calzedonia USA Inc. (hereinafter the "**Retailer**"). All information relating to the Retailer is available in the store.

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

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

**2. SALE OF PRODUCTS**

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

By purchasing the Products@, the Customer accepts and authorizes the same to be delivered after the time of purchase, at the address provided to the Retailer or at the point of sale selected by the Customer.

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

Subsequently the Customer will receive via email:

- confirmation that the Products@ are being shipped to the address provided or to the point of sale selected by the Customer (hereinafter "**Product@ Shipment Confirmation**");
- confirmation that the Products@ have been delivered at the address provided or at the point of sale selected by the Customer, in which case the email will also include instructions for pick-up in store ("**Product@ Delivery Confirmation**").

**3. SALE PRICES**

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

Prices are exclusive of taxes, duties and any costs related to customs duties. State taxes will be calculated at the time of checkout.

Any shipping costs charged to the Customer for shipping the Products@ (if provided) will be indicated on the purchase receipt.

**4. METHOD OF PAYMENT**

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

**5. SHIPPING AND DELIVERY**

5.1 Available Products will be delivered to Customer at the point of sale at the time of payment.

The Products@ will be delivered to the address provided to the Retailer or at the point of sale selected by the Customer by the estimated date provided on the Product@ Purchase Confirmation and in any case no later than 30 (thirty) days from the Purchase Date found on the purchase

receipt issued in-store. Shipment and delivery dates set forth in any Product@ Purchase Confirmation or in these Terms and Conditions for In-Store Purchases are estimates only and such estimates shall not be deemed a representation by the Retailer. The Retailer shall not be liable for failure to ship or deliver the Products@ by the estimated delivery dates, and the Customer shall not be entitled to any refunds or cancellation of orders as a result of delayed shipment.

- 5.2 In the event that the Customer has chosen to receive the Products@ at a point of sale, they will be available for collection for 10 (ten) days after the Product@ Delivery Confirmation.  
The Customer may pick up the Products@ directly or through a person authorized by Customer.

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

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

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

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

If the Customer fails to present the documentation necessary for pick-up, or fails to pick-up the Products@ by the date set forth above, all monies paid by Customer will be refunded in the original payment method (cash, by Return Card or by credit card). For products paid in cash, the Customer will have to go back to the store of original purchase, to receive the cash refund. In the event the Products@ are not available for shipment, the Retailer will send an email to the Customer informing him/her that the Products@ cannot be delivered, and all monies paid by Customer will be refunded in the original payment method. For products paid in cash, the Customer will have to go back to the store of original purchase, to receive the cash refund.

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

- verifying that Products@ match those set forth in the Product@ Purchase Confirmation;
- verifying the integrity and the possible presence of damage to the packaging that is immediately evident (for example: wet box, damaged box, etc.).

In the event of any issues, the Customer will be required to immediately report them at the contact information provided in paragraph 8.

- 5.3 The store staff will inform the Client if shipping costs are due (hereinafter referred to as "[Shipping Costs](#)"). These Shipping Costs are available on the website [<https://www.falconeri.com/us/customer-service-shipping.html>] and reported in the purchase receipt issued upon purchase of the Products@ by the point of sale.
- 5.4 The Retailer shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, war, acts of terrorism, insurrections, riots, embargoes, fires, strikes, pandemics, epidemics or other public health issues, delays in transportation, inability to obtain supplies of raw materials or equipment used in the manufacture of the Products, failure of any party to perform any contract with the Retailer related to the production of the Products, blackouts or governmental laws, regulations, orders or actions.

## 6. RETURN POLICY

- 6.1 Products can be returned in all participating Falconeri store located in the United States (except for outlets and Tax/Duty free points of sale), for any reason, provided that the conditions set forth herein are met ("**Returned Products**").

The Returned Products shall be returned by presenting the purchase receipt, or if the Customer is registered with the Loyalty Program, by providing their full name, or by showing the loyalty card.

The aforementioned return must take place by and no later than:

- for Available Products: within 30 days from the Purchase Date;
- for Products@: within 30 days from the date of pick-up by the Customer or by Customer's authorized representative, or from delivery to the address provided by the Customer.

Provided that the requirements set forth in Article 6.3 are complied with, the Customer will have the right to:

- exchange the Returned Products with other Available Products or with other Products@, subject to availability, and the payment of any cost in excess of the original purchase price;
  - be refunded the amount paid for the Returned Products by [Return Card](#). Please note that in case the price of the Returned Products had been paid (totally or partially) by voucher, Gift Card or Return Card, the refund by Return Card is the only option available. The Return Card will be associated with the Customer's email address;
- or

- be refunded the amount paid in the original payment method for the Returned Products at the store where the purchase was made, if the relevant store offers the following options:
  - (i) in cash;
  - (ii) on the credit card used for the purchase, if allowed by the credit card circuit.

The refund amount will be the total indicated on the purchase receipt, except for the costs referred to in paragraph 6.3).

6.2 The right to return Products is subject to the following conditions:

- For Products that are comprised of multiple items (e.g., sets) the Returned Products must be returned in their entirety;
- the Returned Products must be delivered in the manner set out in Article 6, no later than the terms set forth in Article 6.1;
- the Returned Products must not have been used, worn, washed, soiled or damaged and must not show signs of use;
- the Returned Products must be returned packaged exactly as they were delivered, complete with all accessories, tags and labels (for example, tights must be returned in their packaging, complete with the cardboard included, etc.);
- the Returned Products purchased with the purchase receipt can be returned at different times, within and no later than the terms set forth in Article 6.1);
- in the event that certain Products have been purchased using specific promotions (for example 5x4, 3x2, buy X get Y, etc.), the Customer may choose to return only some of the Products included in the promotion: in this case, the refund price will be the promotion price of the Product actually paid as reflected on the purchase receipt.

6.3 The refund price will not include shipping costs, gift wrapping cost, and costs of additional services specifically requested by the Customer.

6.4 The following Products cannot be returned:

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

## 7. WARRANTY FOR DEFECTIVE PRODUCTS

7.1 For any defect or non-conformity of the Products, the Retailer offers a limited warranty of 2 (two) years, subject to the terms set forth herein.

The warranty is valid under the following conditions:

- a) the defect occurs within 2 (two) years:
  - from the date indicated on the purchase receipt issued in-store in the case of Available Products;
  - from the date indicated on the pick-up form signed by the Customer or by an authorized person or from the delivery date to the Customer's address in the case of Products@;
- b) the Customer submits a formal complaint regarding the defects within a maximum of 2 (two) months from the date on which the defect was discovered;
- c) the Customer presents the purchase receipt (or if he/she has purchased as a Loyalty Customer, presenting the loyalty card or providing their full name is sufficient).

This warranty does not cover any problem that is caused by normal wear and tear, improper use, misuse or abuse, improper storage or maintenance, accident or neglect such as physical damage and any other type of misuse, damage or other acts not resulting from defects in material or workmanship. This warranty only extends to Customer.

7.2 In the event that the Retailer determines a Product is defective, the Customer will have the right to obtain, without any additional cost:

- a) the replacement of nonconforming Products,
- b) the refund of the amount paid for the purchase of the defective Product, as reported in the purchase receipt by Return Card; or
- c) the refund of the amount paid in the original payment method for the defective Product as reported on the purchase receipt, using one of the methods below, if available at the store where the return is effectuated:
  - (i) in cash;
  - (ii) on the credit card used for the purchase, if allowed by the credit card circuit.

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

7.4 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, PRODUCTS ARE SOLD ONLY WITH THE 2-YEAR LIMITED WARRANTY DESCRIBED IN THIS SECTION. EXCEPT WHERE PROHIBITED BY LAW OR AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE RETAILER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE RETAILER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND NONINFRINGEMENT, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS CONTAINED ON THE ORDER CONFIRMATION AND THE WARRANTY PROVIDED HEREIN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT WILL THE RETAILER BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, OPPORTUNITY OR DATA, OR DELAY, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE RETAILER IS FOUND LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR CAUSE OF ACTION (WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT, THE RETAILER'S LIABILITY SHALL BE STRICTLY LIMITED TO THE PRICE OF THAT PRODUCT.

## **8. CONTACTS**

For any request for information, please contact:  
Falconeri Customer Service  
c/o Calzedonia Group USA  
1359 Broadway, Suite 1010  
New York, NY 10018  
hello@falconeri.com  
tel. 866-226-7883

## **9. PRIVACY**

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

## **10. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION**

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

## **11. AMENDMENT AND UPDATE**

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

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