

GENERAL CONDITIONS FOR ONLINE SALES

These Online Conditions apply exclusively to the remote sale via the internet of duly described product and illustrated as shown on the Website www.falconeri.com (hereinafter referred to as the "**Product/s**").

In the event of changes in the Online Conditions, the Online Conditions published on the Website at the time when the order proposal is sent (hereinafter referred to as the "**Order Proposal**") will be applied to the purchase of Products made by the customer (hereinafter referred to as the "**Customer**"). It is possible to verify any [previous versions of the Online Conditions](#) in the relevant section of the Website, which are available for saving and printing.

The Customer must read and accept these Online Conditions before submitting their Order Proposal. By submitting the Order Proposal, the Customer expresses their full understanding and explicit acceptance of these Online Conditions and of what is indicated in the Order Proposal.

For legal information, please refer to the following sections:

[Privacy Policy](#)

[Website Use Conditions](#)

[Cookies Policy](#)

1. PARTIES

- 1.1 The seller of Products (hereinafter referred to as the "**Seller**") is FALCONERI S.r.l., with registered office in Italy, Viale del Lavoro n. 18, 38063 Avio (TN), ph. 0464/688311, email hello@falconeri.com , PEC amministrazione@pec.falconeri.it , enrolled in the Companies Register of Verona, tax identification number (VAT) no. 02016450229.
- 1.2 These Online Conditions govern the purchase of products on www.falconeri.com (hereinafter referred to as the "**Website**") and do not, however, regulate the sale of products or services by parties other than the Seller that may be present on the Website 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 liability in this regard.
- 1.4 Products offered on the Website are intended for customers of legal age. By placing an order through the Website, the users asserts that they are over 18 years old and have the legal capacity to enter into binding contracts.

2. CONTRACT CONCLUSION METHOD

- 2.1 The information referred to in these Online Conditions and the details contained in the Website do not constitute an offer to the public, but a mere invitation to formulate an Order Proposal. After sending the Order Proposal, the Customer will receive a confirmation of receipt by email (hereinafter referred to as the "**Order Proposal Confirmation 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 referred to as the "**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 referred to as 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 establish 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 Customer when the Customer 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 by e-mail or phone before sending the Order and Shipping Confirmation.
- 2.5 The Seller may choose not to process Order Proposals that do not provide sufficient solvency guarantees, 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 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 Website 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 Website due to the aforementioned technical reasons, as such representations are merely illustrative.

3. SPECIFIC SALES CONDITIONS FOR CUSTOMIZED PRODUCTS

- 3.1 It is possible to customize some Products (hereinafter referred to as the "**Customized Products**") by the Seller affixing a word, a symbol, a number or a sentence to them (hereinafter referred to as the "**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 Customized Products, the Customer:
 - declares and guarantees that the Text requested for the Customized Product 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 Customized Product.
- 3.2 In consideration of the nature of Customized 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 Customized Products.
The legal warranty for non-compliant products, provided in article 8) below remain fully applicable.

4. SELLING PRICES

4.1 The prices of the Products (hereinafter referred to as the "**Price/s**") and the shipping costs (hereinafter referred to as the "**Shipping Costs**") are those indicated on the Website and at the time of the transmission of the Order Proposal.

Prices and Shipping Costs should be considered to include taxes, fees 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 Website, 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 Website 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 Website 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 Website.

5.2 Most common credit and debit cards are accepted. Payment by 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 maintained: 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 canceled.

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 Customer 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 Customer's next purchases.

Consequently, the Seller cannot be held responsible under any circumstances the Seller can be responsible for fraudulent use of 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 carrier who will deliver the Products.

6. DELIVERY AND SHIPPING

6.1 Each shipment contains:

- Products ordered and any gifts;
- attached documentation required in the dispatch country;
- information and advertising material.

6.2 The purchase invoice relating to the Order will be made available on the Website, if expressly requested by the Customer 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 carrier identified by the Seller. It is possible to consult the "[Shipping](#)" section on the Website 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 point of sale of the brand (if existing) for collection by the Customer;
- delivery to a collection point designated by the Customer;

6.4 The Customer will receive an email containing the instructions for collection upon arrival of the products in the designated store (if existing) and, from that moment, will have 10 (ten) days to collect the Products (personally or through a delegate).

At the time of collection it is necessary to:

- show the Order and Shipping Confirmation email;
- sign the collection form.

If the Customer is registered with the Loyalty Program, it will be sufficient:

- to indicate the first and last names, or show the loyalty card or the Order and Shipping Confirmation email;
- sign the collection form.

Upon arrival of the Products at the agreed collection point, the Customer will be notified and will be able to collect the Products in accordance with the procedure used by the operator who manages the service.

6.5 Failure to collect Products within the period indicated above as well as the missed delivery of Products sent to the address selected by the Customer, 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 Customized Products (Cl. 3) and for expenses set forth in Cl. 7.4 shall not be refunded.

6.6 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 must report them immediately, ensuring they are noted by the carrier or the sales staff (in the event of an in-store collection) and refuse delivery. Otherwise, the Customer will forfeit the right to exercise their rights in this regard. The legal warranty for defective products provided for in paragraph 8 remains in full force and effect.

6.7 The Website 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 Website 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 Website of Country Y, the Customer 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 entered into on the Website, without any penalty and without specifying the reason, returning all or part of the Products purchased to the Seller.

The Website is structured with functions that allow customers to exercise the right of withdrawal, regardless of nationality and geographic location.

The Customer must communicate to the Seller, in the manner mentioned in point 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 designated person (other than the courier) received the Products.

In case the Customer 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 communicating their desire to withdraw from the purchase, the Customer will have a further 14 days to return the Products in one of the ways indicated below.

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) returning the Products to the Seller by carrier or by agreed collection point (if existing)

Before giving to carrier the Products to be returned, or before giving them to agreed collection point, the Customer shall follow the return procedure indicated on the Website.

As an alternative to the above, the Customer may submit any other express declaration to the Seller, describing their desire to exercise their right of withdrawal, also by completing the [Withdrawal Form](#) which must be sent by registered mail or by carrier with receipt of return to the address indicated in the Withdrawal Form or by email to hello@falconeri.com.

Within 14 (fourteen) days starting from the Customer's communication of the desire to exercise the right of withdrawal, the Customer shall return the Products according to the terms of Cl. 7.3 below.

(B) returning the Products to the Seller at one of the brand point of sale (if existing) in the Country corresponding to the Website where the purchase has been made

The Customer shall not follow the procedure above and shall only drop the Products to be returned to the relevant point of sale (if existing).

7.3 The right of withdrawal is subject to the following conditions:

- within 14 (fourteen) days starting from the Customer's communication of the desire to exercise the right of withdrawal, the Customer shall:
 - (1) sends back the Products properly packaged to the Seller:
 - a) delivers the Products to one of the appointed collection points (if existing)
or
 - b) delivers the Products to the carrier chosen by the Customer;
or
 - c) delivers the Products to the carrier appointed by the Seller in the Country corresponding to the Website on which the Order was made
 - (2) returns the Products to one of the participating chain stores (if existing) in the country corresponding to the Website on which the Order was made, and presents:
 - a) the return authorization email;
or
 - b) if the Customer is registered with the Loyalty Program, it is sufficient to communicate the first and the last name or show the loyalty card or Order and Shipping Confirmation email previously received.

The return of the Products will not be allowed in outlet stores and tax/duty free shops.

- the Returned Products bought in the same Order could be returned even in different time, within the 14 days term starting from the Customer's communication to withdraw from the Contract. the products returned through exercising the right of withdrawal (hereinafter referred to as 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, products must be returned in their packaging, 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 and get Y etc), the right of withdrawal may also be exercised through the return of only some of the Products that were part of special offer: in this case, the price of the Product actually paid as stated on the commercial document/purchase invoice will be refunded, except for the shipping costs listed under cl. 7.4 below.

7.4 Without prejudice to the provisions under Cl. 7.1 above relating to partial withdrawal, 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:

- the extra costs relating to the Order shipping (already paid by the Customer when the purchase has been executed), in case the Customer would have selected a carrier and/or shipping method other from the standard shipping method proposed

by the Seller. The mentioned extra costs will be refunded to the Customer only in case the Products should be damaged during the transportation or in case the Products are defective;

- any additional expense sustained in the order (for example: cash on delivery, gift wrapping cost, etc.);
- in the event that the Products are located in a country other than that of the Website 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 a sales point (if existing) in the country where the Order was placed, or to another address within the same country;
or, alternatively
 - (ii) the organization and shipping costs necessary to send the Products directly to the Seller at the address:
Calzedonia S.p.a.
Via Spinetti n. 1
37050- Vallese di Oppeano (VR) - 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 referred to as the "**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 referred to as the "**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 Customer. In case the Customer has initially paid by countersign upon delivery (if allowed), the price paid shall be returned by bank transfer.

7.6 If right of withdrawal is exercised without complying with procedures referred to in paragraph 7, the Customer will not be entitled to any refund. Within 10 days of communicating the non-acceptance of the return and the relevant reasons, by responding to the same e-mail, the Customer can choose to reacquire the Returned Products, at their own expense. Otherwise, the Seller may legitimately retain the Returned Products, in addition to the sum already paid for the purchase.

7.7 Customized Products are exempt from the right of withdrawal.

8. LEGAL WARRANTY FOR NON-COMPLIANT PRODUCTS

8.1 The Seller is responsible for any defects in the Product and for non compliance with the Order, existing at the time of delivery.

8.2 The warranty period is 2 (two) years from the time of delivery of the goods, provided that this does not conflict with the applicable legal provisions in 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, if purchased as a Loyalty Customer, presentation of the loyalty card or communication of name and surname will be sufficient.

8.3 In the event that non-compliance of purchased Products has been ascertained by the Seller, the Customer will be entitled to obtain, without additional costs, a refund of the amount paid for the purchase of the Products or, only if the Customer returns the Products at a store, the replacement of the Products with others currently available in the store.

8.4 All costs of returning Products that are recognized as defective will be 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 us by the following means:

Customer Service Falconeri

c/o Calzedonia Digital d.o.o.

Matrix Building

5th floor Slavonska Avenija 1C

10000 Zagreb (Croatia)

hello@falconeri.com

10. PRIVACY

Please familiarize yourself with the Privacy Policy published on the Website to obtain all information on how we process your personal data.

11. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

11.1 These Online Conditions are governed by Italian law and will be interpreted on the basis thereof, without prejudice to any other mandatory regulation in the Customer's Country of habitual residence that may take precedence. Consequently, the interpretation, execution and termination of the Online Conditions are exclusively subject to Italian law (without prejudice to any other regulation prevailing in the Customer's Country of habitual residence) and any inherent and/or consequential disputes must be resolved solely by Italian legal authorities, as specified below. In particular, if the Customer is a Consumer, all disputes are to be resolved by the court of the Customer's legal domicile or place of residence, under the terms of the applicable law or, at the Customer's choice in the case of an action brought in the Court of Verona. If, on the contrary, the Customer takes action when carrying out its own business, commercial, craft or professional activities, the parties consensually establish the exclusive jurisdiction of the Court of Verona.

11.2 Online Dispute Resolution (ODR) platform for alternative dispute resolution.
Considering that the Seller is always available to seek an amicable solution to disputes that have arisen, through the contacts indicated in the previous sections, please note that, pursuant to Article 14 of Regulation EU no. 524/2013 and the resolution regarding ODR approved by Legislative Instrument no. 500/2015 in force since 15th 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 Customer 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 Customer 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 Online Conditions may be changed at any time. The Customer will be required to accept the Online Conditions in force at the time of purchase. The new versions of the Online Conditions will be effective from the date of publication on the Website 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 Website](#).

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