

GENERAL CONDITIONS FOR ONLINE SALES

These Online Conditions apply exclusively to the remote sale via the web of products duly described and illustrated as shown on the website www.INTIMISSIMI.com (hereinafter "**Product/s**").

In the event of changes to the Online Conditions, the Online Conditions published on the site at the time the order proposal was sent (hereinafter the "**Order Proposal**") will be applied to the purchase, made by the purchaser of the Products (hereinafter "**Customer**" or "you"). It is possible to verify any [previous versions of the Online Conditions](#) in the appropriate section of the Site, which will be available for saving and printing. Seller reserves the right to amend any portion of the Online Conditions at any time and without prior notice to Customers; as such, Customers must make sure they review the current Online Conditions prior to making a purchase on the Site. Any amendments or updates to any Online Conditions shall be effective upon publication on the Site.

The Customer is requested to read and to accept these Online Conditions before submitting their Order Proposal. Submission of the Order Proposal implies full knowledge and explicit acceptance both of these Online Conditions and of what is indicated in the Order Proposal.

For legal information, please refer to the sections:

[Privacy Policy](#)

[Site Use Conditions](#)

[Cookie Policy](#)

1. SUBJECTS

- 1.1 The seller of Products (hereinafter "**Seller**") is Calzedonia USA Inc. with registered legal office in Funaro & Co. Empire State Building, 350 Fifth Avenue, 41st Floor, New York, NY 10118 and administrative headquarters in 1350 Broadway Room 720, New York, NY 10018. United States, email hello@intimissimi.com. United States Business Registry no. EIN 38-3988701.
- 1.2 These Online Conditions govern the purchase of products on www.INTIMISSIMI.com (hereinafter the "**Site**") and do not, however, regulate the sale of products or services by parties other than the Seller that may be present on the Site via links, banners or other hypertext links. The Seller is not responsible for the supply of goods or services by third parties.
- 1.3 The Customer will be identified using the data provided in the Order Proposal. Customers shall not provide false and/or made up information: the Seller is exempt from any responsibility in this regard.
- 1.4 The offers of Products on the Site are directed at Customers of legal age. By placing an order through the Site, you guarantee that you are over 18 and have the legal capacity to enter into binding contracts.

2. METHOD OF CONTRACT COMPLETION

- 2.1 The information referred to in these Online Conditions and the details contained on the Site do not constitute an offer to the public, but a simple invitation to formulate an Order Proposal. After placing an Order Proposal, the Customer will receive an e-mail confirmation of receipt (hereinafter "**Confirmation of Order Receipt**"). This email does not constitute an acceptance of the Order Proposal, which is considered accepted only when the Customer receives an additional email confirmation that the Order Proposal has been accepted and that the Products are being shipped (hereinafter "Order and Shipping Confirmation"). The Customer will be charged once Products are shipped. 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 the "Contract") will therefore only be considered entered into 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 an Order Proposal, the Customer will be asked to confirm that the Online Conditions have been read and accepted, including the clauses that determine unfavorable conditions for the Customer (for example limitations of liability, right to terminate the contract, exceptions to the jurisdiction of the judicial authority, etc.).
- 2.3 Upon conclusion of a 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 Proposal
 - information and images of each product and their corresponding prices;
 - the method of payment selected;
 - the location and means of delivery and the costs relating to shipment;
 - a link to the conditions for returning Products;
 - a link to the Privacy Policy.
- 2.4 The Seller reserves the right to request further information relating to the Order Proposal via e-mail or telephone before sending the Order and Shipping Confirmation.
- 2.5 The Seller reserves the right to reject Order Proposals in whole or in part, from a Customer for any reason. In these cases, we will inform the Customer via email that the Order Proposal has been rejected. In such cases, the amount placed on hold against the chosen payment method will be released. The Seller shall not be liable to the Customer or any other third party for refusing to process or accept an Order Proposal. If only certain Products ordered by the Customer are unavailable, any Products forming part of the same order which are still available will be shipped and charged to the Customer.
- 2.6 The Seller agrees to deliver the ordered Products as soon as reasonably practicable (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. The Seller 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. Notwithstanding the foregoing, in the event that the Seller is unable to ship an order within 30 (thirty) days of receipt of payment in full, the Customer will receive an email from the Seller notifying the Customer of the delay in shipment. At such time, the Customer will have the option of cancelling the order for a full refund or consenting in writing to the delay.
- 2.7 Although the Seller constantly adopts measures to ensure that the photographs shown on the Site are faithful representations of the Products, 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 Site due to the aforementioned technical reasons, as such representations are merely illustrative.

3 SPECIFIC CONDITIONS OF SALE OF PERSONALIZED PRODUCTS

- 3.1 It is possible to customize some Products (hereinafter "**Personalized Products**") by the Seller affixing a word, a symbol, a number or a sentence to them (hereinafter "**Text**"), which shall be subject to Seller's prior approval in each instance, in the Seller's sole discretion for any reason. The Seller's decision to reject the Text proposed by the customer will result in the cancellation of the Order Proposal.

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.

By placing an order for Personalized Products, the Customer:

- declares and guarantees that the Text requested for the Personalized Product does not fall within one of the prohibited categories;
- 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 Personalized Product;
- guarantees to the Seller, its affiliates and companies belonging to the Seller's Group the non-exclusive, irrevocable, royalty-free right, fully transferable to third parties, to use and reproduce the Text chosen by the Customer for the Personalized Products.

- 3.2 In consideration of the nature of Personalized Products and the fact that they are made specifically for the Customer, they cannot be returned, refunded, exchanged or replaced. Therefore, Article 7 of these Online Conditions will not apply to Personalized Products.

The legal guarantee for non-conforming products, provided in article 8 below remain fully applicable.

4. SALES PRICES AND SHIPPING COSTS

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

Prices and Shipping Costs are not to be considered inclusive of taxes, duties and any costs related to customs duties (unless otherwise specified in the Order Proposal). State taxes are calculated at the time of checkout, and vary state by state. In the event of Product returns, the Shipping Costs already paid by the Customer shall not be refunded.

- 4.2 In the event that any items on the Site are mispriced, and the Price listed on the Site 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 Site is higher than the correct sales price of the Product, the Seller may unilaterally adjust the Price and 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 Site.

- 5.2 Major credit and debit cards are accepted. Payment with 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, the amount corresponding to the total in the Order Proposal will only be held on the card, but not charged: the actual charge will only be made at the time of Order and Shipping Confirmation.

In the event that it is not possible to clear the payment for the amount charged, the Order Proposal will automatically be cancelled.

Please note that the Seller will receive or store Customer's credit card, which is managed directly by the third party who administers the payment. The Seller will be able to have access only to the partial information that the Client 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 Client's next purchases.

Therefore, under no circumstances the Seller can be responsible for fraudulent use of the credit and debit cards and prepaid cards by third parties.

6. DELIVERY AND SHIPPING

6.1 Each shipment contains:

- Products ordered and any giveaways, if applicable to the Order;
- accompanying documentation required in the dispatch country;
- information and marketing materials.

6.2 The commercial document/purchase invoice relating to the Order will be made available on the Site, in the Customer section or, in the case of an unregistered Customer, on the page containing Order details, and in any case it will also be in the Order and Shipping Confirmation.

6.3 The Products will be delivered by a courier identified by the Seller. It is possible to consult the "[Shipping](#)" section on the Site at any time for additional information on costs, times and shipping methods. Upon delivery of the Products to the applicable carrier, the risk of loss or damage shifts to the Customer. Delivery is deemed complete and title to the Products passes to the Customer upon acceptance of the shipment by a common carrier.

Products may be delivered in the following ways:

- delivery to the address as indicated by the Customer;
- delivery to a sale point of the brand for collection by the Customer;

6.4 In the event of collection of the Products from a sales or collection point, after the arrival of the Products at the agreed collection point, the Customer will be notified and will be able to collect the Products according to the procedure used by the operator who manages the service. From that moment, will have 10 (ten) days to collect the Products (personally or through a delegate).

At the time of collection, the Customer shall:

- 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:

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

6.5 Failure to present the documentation required for collection, the non-collection of Products within the deadline 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, excluding shipping fees, which will be made using the same payment method used for purchase. Any amount paid for the Personalized Products (Art. 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 the Products and check for any immediately evident damage to the packaging (for example: wet or damaged box, etc.). In the event of anomalies, the Customer will be required to identify them within 24 (twenty-four) hours of receipt of the Products and refuse delivery. Otherwise, the Customer will forfeit the right to exercise their rights in this regard. The statutory warranty for defective products provided for in paragraph 8 remains in full force and effect.

6.7 The Seller 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, 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 Seller related to the production of the Products, blackouts or governmental laws, regulations, orders or actions.

7. PRODUCT RETURNS

7.1 The Customer may return Products purchased on the Site, without any penalty and without specifying any reason.

The Customer must inform the Seller, in the manner referred to in paragraph 7.2, of his/her desire to return Products purchased within the term of 30 days, starting from the day on which the Customer or a delegated person (other than the courier) acquired possession of the Products.

If the Customer made an Order containing more than one Product, Products may be returned at different times, in any case, within and not later than 30 days.

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 Client has the right to receive the refund of the Shipping Costs in case the Client returns all the Products purchased in a sole Order, even in more shipping, within the 14 days from the Client's declaration to withdraw from the Order.

7.2 To return Products, the Customer has the following options:

- Registered customer: must access the "My Account" section of the Site after authentication with a username and password. In the "[My Orders](#)" section, you can find the list of Orders placed and a link to activate the return procedure. By clicking on the link, you will access and be able to submit the Return Form.
- Unregistered Customer: must access the "Order Status" section and enter the Order number in the Order and Shipping Confirmation email and the surname entered in the billing information.

In order to obtain a refund, the Customer must return the Products according to the terms of Cl. 7.3 below., which must be received by Seller within 14 (fourteen) days after submitting a Return Form in accordance with the above.

7.3 The return of Products is subject to the following conditions:

- within 14 (fourteen) days after the submission of a Return Form, the Customer shall return the Products to Seller using one of the following options:
 - (1) send the Products appropriately packaged to the Seller, choosing one of the following:
 - a) deliver the Products to one of the appointed collection points
or
 - b) deliver the Products to the courier chosen by the Customer;
 - (2) return the Products to one of the participating chain stores (if existing) in the country corresponding to the Site on which the Order was made, and presents:
 - a) the return authorization email;
or
 - b) reporting the Order number
or
 - c) if the Customer is registered with the Loyalty Program, it is sufficient to communicate the first and 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 (fourteen) days after the submission of a Return Form;
- the Products returned (hereinafter 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 packaged exactly as they were shipped, complete with all tags and labels. For example, products must be returned in their packaging, complete with cardboard and so on;
- For Products purchased in connection with specific promotions (for example 5x4, 3x2, buy X get Y etc), only some of the Products in the promotion may be returned: in this case, the promotion price of the Product actually paid as detailed on the commercial document/purchase invoice will be refunded except for the shipping expenses 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 the 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 Client 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 Seller Shipped products different from the Products ordered or in case the Products are defective;
- any additional expense sustained in the order (for example: cash on delivery, gift wrapping cost, etc.).

7.5 After submitting a Return Form [and receipt of the Products by the Seller], the Customer will receive an e-mail confirming the return entry (hereinafter "**Confirmation of Return Entry**") and the Seller will inspect the Products. After Seller's verification of compliance with all the procedures required by paragraph 7, the Customer will receive an e-mail of approval of the return made (hereinafter "**Return Approval**").

The Seller will reimburse the Customer the sum paid for the purchase of the Returned Products no later than 14 days from Seller's receipt of the Returned Products.

The Seller will use the same payment method used for the purchase of the Products for crediting purposes or [Return Card](#).

7.7 Product returns that do not comply with the procedures described in paragraph 7 will not be processed. Within 10 days of having been informed that the return was rejected, by responding to the same e-mail, the Customer can choose to have the Products shipped back to him/her, at the Customer's cost, in the condition in which they were received by the Seller. If the Customer does not request the return of the Products within said time period, the Customer authorizes the Seller, and any of its affiliates or agents, to retain the Products and the price paid, and to dispose of such Products as it sees fit.

7.8 Personalized Products cannot be returned.

8. LEGAL GUARANTEE FOR NON-CONFORMING PRODUCTS

8.1 The Seller is responsible for any Product defects and non-conformity from the Order, existing at the delivery. Seller shall determine in its discretion whether a Product is defective.

8.2 The warranty period for defective Products is 2 (two) years from the time of delivery of the goods. 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 submits a formal complaint to the Seller regarding the defects within a maximum of 2 (two) months from the date on which the defect was first discovered;
- c) 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 is sufficient.

8.3 In the event that the Seller determines a Product is defective, the Customer will have the right to obtain without additional costs:

-a refund of the amount paid for the purchase of the Products. The refund will be made through the same payment method used by the Customer for the initial purchase

8.4 All costs of returning products that are recognized as defective are borne by the Seller.

8.5 THE SELLER 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 SELLER 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT WILL THE SELLER 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 SELLER 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 SELLER'S LIABILITY SHALL BE STRICTLY LIMITED TO THE PRICE OF THAT PRODUCT.

9. CONTACTS

For any further information, please contact the following:

Intimissimi Customer Service
c/o Calzedonia Group USA
1359 Broadway, Suite 1010
New York, NY 10018
hello@intimissimi.com
tel. 855-564-8408

10. PRIVACY

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

11. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION

These Online Conditions and their interpretation shall be governed by the laws of the State of New York without regard to its conflicts of law rules. Any disputes hereunder shall be resolved in the courts of the State of New York, County of New York. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchase or sale hereunder.

12. MODIFICATIONS AND UPDATES

These Online Conditions may be modified at any time. The Customer will be required to accept the Online Conditions in force at the time of purchase. New versions of the Online Conditions will be effective from the date of publication on the Site 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 Site.](#)

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