

CONDITIONS FOR ONLINE SALES

These Terms and Conditions for Online Sales apply exclusively to the distance selling via the Internet of products duly described and illustrated as displayed on the www.intimissimi.com Website (hereinafter referred to as the "**Product(s)**").

In the event of changes to the Online Terms, the Online Terms published on the Website at the time of submission of the order proposal (hereinafter referred to as the "**Order Proposal**") shall apply to the purchase of Products made by the customer (hereinafter referred to as the "**Customer**"). Any previous versions of the [Online Terms](#) can be checked in the relevant section of the Website, which are available for storage and printing.

The Customer must read and accept these Online Terms before submitting their Order Proposal. By submitting the Order Proposal, the Client expresses its full understanding and explicit acceptance of these Online Terms and the provisions of the Order Proposal.

For legal information, please refer to the following sections:

[Privacy Policy](#)

[Website Terms of Use](#)

[Cookies Policy](#)

1. PARTS

- 1.1 The seller of Products (hereinafter referred to as the "**Seller**") is **CALZMEXICO, S.A. DE C.V.**, domiciled at Darwin number exterior 74, interior 301, Colonia Anzures, Alcaldía Miguel Hidalgo, Mexico City, Mexico, Postal Code 11590, e-mail hello@intimissimi.it, tax identification number and Mercantile Registry No. 2022056118, tax identification number CAL2207201X9 and Mercantile Registry number 2022066118.
- 1.2 These Online Terms and Conditions govern the purchase of products on www.calzedonia.com (hereinafter referred to as the "**Website**"), and however, do not regulate the sale of products or services by third parties other than the Seller that may be present on the Website through links, banners or other hypertext links. The Seller is not responsible for the supply of goods and services by third parties.
- 1.3 The Client will be identified through the data provided in the Order Proposal. It is forbidden to provide false and/or fabricated data: the Seller is exempt from any liability in this regard.
- 1.4 The products offered on the Website are intended for customers who are of legal age. By placing an order through the Website, users affirm that they are over 18 years of age and have the legal capacity to enter into binding contracts.

2. METHOD OF CONCLUSION OF THE CONTRACT

- 2.1 The information referred to in these Online Terms and the details contained on the Website do not constitute an offer to the public, but merely an invitation to make an Order Proposal. After submitting the Order Proposal, the Customer will receive an acknowledgment of receipt by email (hereinafter referred to as the "**Order Proposal Confirmation Receipt**"). This email does not result in acceptance of the Order Proposal, which will be deemed 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 **Shipment** Confirmation").

Therefore, 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.

Therefore, the online purchase contract (hereinafter referred to as the "**Contract**") will only be considered completed when the Customer receives the Order and Shipment Confirmation ("**Contract Conclusion Date**"): from this point on, the Order Proposal will be defined simply as "**Order**".

- 2.2 Before transmitting its Order Proposal, the Customer will be asked to confirm that the Online Terms have been read and accepted, including clauses setting out conditions unfavourable to the Customer (e.g. limitations of liability, right of withdrawal from the contract, exceptions to the jurisdiction of the judicial authority, etc.).
- 2.3 Once the contract has been concluded, the Customer will receive by email the Order and Shipment Confirmation, which contains a reference to the Online Conditions, already read and accepted by the Customer when the Customer sent the Order Proposal and a summary of the Order.
- 2.4 Seller reserves the right to request further information related to the Order Proposal by email or telephone prior to sending the Order and Shipping Confirmation.
- 2.5 The Seller may choose not to process Order Proposals that do not provide sufficient guarantees of creditworthiness, or that are incomplete or incorrect, or in the event of unavailability of the Products. In these cases, no later than 30 (thirty) business days from the day the Customer submitted the Order Proposal, we will inform the Customer by email with the reasons why the contract cannot be completed and no Order Proposal will be made. In such cases, the withheld amount will be released against the chosen payment method.
- 2.6 The Seller undertakes to deliver the ordered Products as soon as possible (taking into account the shipping method selected by the Customer) and in any event no later than 30 (thirty) days from the Date of Conclusion of the Contract.
- 2.7 Seller reserves the right to reject Order Proposals from a Customer with whom litigation and/or a dispute relating to a previous Order is ongoing or has previously occurred. This also applies to all cases where the Seller deems the Customer to be unsuitable, including, but not limited to, previous violations of the Online Terms, the Loyalty Program or for any other reason, especially if the Customer has been involved in fraudulent activities of any kind.
- 2.8 Although the Seller constantly takes steps to ensure that the photographs displayed on the Website are true representations of the Products, including the adoption of all possible technological solutions to minimize inaccuracies, some variations are always possible due to the technical characteristics and color resolution characteristics of the computer used. Consequently, the Seller cannot be held responsible for the inadequacy of the graphic representations of the Products displayed on the Website 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 referred to as the "**Customized Products**") by placing a word, symbol, number or phrase (hereinafter referred to as the "**Text**").
The text may never be offensive, pornographic, defamatory, blasphemous, racist, discriminatory, nor may it contain threats and incitements to violence, nor may it bear the names or nicknames of well-known personalities or, in general, violate the rights of third parties, in particular the intellectual property rights or trademarks of third parties.
In any case, the Seller reserves the right to reject any Text that violates the above and, in general, any Text that conveys a message considered 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.
When placing an order for Customized Products, the Customer:

- represent and warrant that the Text requested for the Personalized Product does not fall within one of the prohibited cases;
- declares that you assume full responsibility for the Text requested;
- indemnify and hold harmless the Seller, its affiliates and the 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 attached to the Personalized Product.

- 3.2 Taking into account the nature of the Personalized Products and the fact that they are made specifically for the Customer, they cannot be returned, refunded or replaced, so the right of withdrawal is explicitly excluded. Therefore, Article 7 of these Online Terms shall not apply to Personalized Products.

The legal guarantee for non-compliant products, provided for in Article 8 below, remains fully applicable.

4. SALE PRICES

- 4.1 The prices of the Products (hereinafter referred to as the "**Price/s**") and shipping costs (hereinafter referred to as the "**Shipping costs**") are those indicated on the Website and at the time of transmission of the Order Proposal. Prices and shipping charges 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 erroneously indicated. It is the Seller's responsibility to verify the accuracy of the Prices prior to submitting the Order and Shipping Confirmation. If, due to technical errors, material errors or other inconveniences, the Price stated on the Website is lower than the correct retail price of the Product, the Customer will be contacted to verify whether they wish to purchase the Product at the correct price. In the event that you do not wish to proceed with the purchase, the Order Proposal will be cancelled. If the price stated on the Website is higher than the correct retail 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 The most common credit and debit cards are accepted. Payment by credit card will not incur any additional charges. The Client making the payment confirms that he/she is 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 submitted, only the amount will be kept: the actual charge will only be made at the time of Order and Shipment Confirmation.

In the event that it is not possible to debit the amount charged, the Order Proposal will be automatically cancelled. Please note that Merchant cannot fully know the Customer's credit card information, which is managed directly by the third party administering the payment. For this reason, the Seller will not know or keep such data and the Seller will be able to access only the partial information that the Customer chooses to keep (by way of example; type of credit card, expiry date, cardholder); that information is insufficient to identify the credit card, but useful for the Customer's next purchases.

Accordingly, the Seller cannot be held liable in any case for the fraudulent use of credit and debit cards and prepaid cards by third parties.

- 5.3 When choosing the cash on delivery payment method (if permitted), the Order must be paid in cash or by bank draft directly to the carrier who will deliver the Products.

6. DELIVERY & SHIPPING

- 6.1 Each shipment contains:
- Products ordered and gifts;
 - attach the documentation required in the country of issue;
 - Informative and advertising material.
- 6.2 The purchase invoice relating to the Order will be available on the Website, if expressly requested by the Customer at the time of the Order Proposal, in the Customer section or, in the case of a non-registered Customer, on the page containing the Order details.
- 6.3 The Products will be delivered by a carrier identified by the Seller. It is possible to consult the "**Shipping**" on the website at any time for additional information on shipping costs, times, and methods.

Products can be delivered in the following ways:

- delivery to the address indicated by the Client;
- delivery to a branded point of sale (if any) for collection by the Customer;
- delivery to a pick-up point designated by the Customer.

6.4 The Customer will receive an email with the instructions for collection upon arrival of the Products at the designated store (if any) and will have 10 (ten) days thereafter to collect the Products (personally or through a delegate).

At the time of collection it is necessary to:

- display the order and shipping confirmation email;
- Sign the pickup form.

If the Client is registered in the Loyalty Program, the following will suffice:

- indicate the first and last name, or show the loyalty card or the Order and Shipping Confirmation email;
- Sign the pickup form.

Upon arrival of the Products at the agreed collection point, the Customer will be notified and may collect the Products according to the procedure used by the operator managing the service.

6.5 Failure to collect the Products within the period indicated above, as well as failure to deliver the Products sent to the address selected by the Customer, will result in the cancellation of the Order and a full refund of the amount paid, which will be made using the same payment method used for the purchase. No refund will be made for any amount paid for the Personalised Products (Art. 3) and for the expenses set out in Cl. 7.4.

6.6 Upon receipt of the Products, it is the Customer's responsibility to check the integrity and check for immediately obvious damage to the packaging (e.g. wet or damaged box, etc.). In the event of anomalies, the Customer must report them immediately, ensuring that they are noted by the carrier or sales staff (in case of in-store collection) and refuse delivery. Otherwise, the Client shall lose the right to exercise its rights in this regard. The statutory warranty for defective products provided for in paragraph 8 remains in full force and effect.

6.7 The Website is structured with functions that allow the Customer to access it and place an Order, regardless of their nationality and/or geographical location.

The Customer shall have the right to receive the Products at the delivery address of the Customer's choice, provided that the address is within the country corresponding to the Website on which the Order was placed.

By way of example: if a Customer is physically located in Country X and places an Order on Country Y's Website, Customer may choose to receive the Products exclusively at an address in Country Y. Any shipment to carry the Products to Country X or another Country chosen by the Customer at its own risk and expense.

7. RIGHT OF WITHDRAWAL

7.1 The Customer has the right to withdraw from the contract concluded on the Website, without any penalty and without specifying the reason, by returning all or part of the Products purchased to the Seller.

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

The Customer shall inform the Seller, in the manner referred to in point 7.2, of the wish to exercise the right of withdrawal within 30 days from the day on which the Customer or a designated person (other than the courier) received the Products.

In the event that the Customer has placed an Order containing more than one Product, the wish to exercise the right of withdrawal may be communicated within a different period, in any case, within a maximum period of 30 days.

After notifying the Customer of his/her wish to withdraw from the purchase, the Customer will have a further 15 days to return the Products in one of the ways indicated below.

PARTIAL WITHDRAWAL: in the event that the Customer chooses to return only some of the Products purchased in the same Order, the Shipping Costs will not be refunded.

Notwithstanding the foregoing, the Customer is entitled to receive a refund of the Shipping Costs in the event that the Customer returns all Products purchased in a single Order within 30 days of the Customer's declaration to withdraw from the Order.

7.2 To exercise the right of withdrawal, the Client has the following possibilities:

(A) return the Products to the Seller by carrier or by agreed collection point (if any)

Before handing over the Products to be returned to the carrier, or before delivering them to the agreed collection point, the Customer must follow the return procedure indicated on the Website.

As an alternative to the above, the Client may submit any other express declaration to the Seller, describing their desire to exercise their right of withdrawal, also by completing the Withdrawal Form by email to hello@intimissimi.it

Within 15 (fifteen) days of the Customer's notification of the wish to exercise the right of withdrawal, the Customer shall return the Products in accordance with the terms of section 7.3 below.

(B) return the Products to the Seller at one of the brand's points of sale (if any) in the Country corresponding to the Website where the purchase was made

The Customer will not follow the above procedure and will only leave the Products to be returned at the relevant point of sale (if any).

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

- Within 15 (fifteen) days of the Client's notification of its wish to exercise the right of withdrawal, the Client shall:
 - (1) returns the properly packaged Products to the Seller:
 - a) deliver the Products to one of the designated collection points (if any)
or
 - b) delivers the Products to the carrier chosen by the Customer;
or
 - c) delivers the Products to the carrier designated by the Seller in the Country corresponding to the Website on which the Order was placed
 - (2) returns the Products to one of the participating chain stores (if any) in the country corresponding to the Website on which the Order was placed, and submits:
 - a) the return authorization email;
or
 - b) Notify the order number
or
 - c) if the Customer is registered in the Loyalty Program, it is sufficient to communicate the name and surname or show the loyalty card or the Order and Shipping Confirmation email previously received.

Products will not be allowed to be returned to outlet stores or duty-free stores.

- Returned Products purchased in the same Order may be returned even within a different period, within 15 days of the Customer's communication to withdraw from the Contract. products returned through the exercise of the right of

withdrawal (hereinafter referred to as the "Returned Products") must be returned in full, excluding the possibility of returning only certain parts or components of these products (even in the case of sets);

- Returned Products must not have been worn, used (except in the same ways permitted in a fitting room at a point of sale), washed, soiled or damaged and must not show signs of use;
- Returned products must be returned in the same condition you received them, complete with all accessories and tags. For example, products must be returned in their packaging, complete with cardboard, etc.;
- in the event that the Seller offers the possibility to purchase certain Products by taking advantage of specific promotions (e.g. 5x4, 3x2, buy X and get Y, etc.), the right of withdrawal can also be exercised by returning only some of the Products that were part of the special offer: in this case, the price of the Product actually paid will be refunded as indicated in the commercial document/purchase invoice, With the exception of the shipping costs listed in section 7.4 below.

7.4 Without prejudice to the provisions of section 7.1 above regarding partial withdrawal, in the event that a Customer exercises the right of withdrawal, the Seller shall reimburse the Customer for all payments made for the purchase of the Returned Products, except for the following expenses which, if any, shall be borne by the Customer:

- additional costs related to the shipment of the Order (already paid by the Customer at the time of purchase execution), in case the Customer has selected a carrier and/or a shipping method different from the standard shipping method proposed by the Seller;
- any additional expenses incurred on the order (e.g.: 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 placed, the Customer will be charged the following:
 - (i) the organisation and delivery costs necessary to send the Products to a point of sale (if any) in the country where the Order was placed, or to another address within the same country;Alternatively,
 - (ii) the organization and shipping costs necessary to ship the Products directly to the Seller at the following address:
Bondojito 328 Hidalgo, Álvaro Obregón, 01120 Ciudad de México, CDMX

7.5 After exercising the right of withdrawal by making a return request in the requested form, the Customer will receive an email confirming the return ticket (hereinafter referred to as the "**Return Ticket Confirmation**"). After verification by the Seller of compliance with all the procedures required by section 7, exercising the right of withdrawal, the Customer will receive an email approving the return made (hereinafter referred to as the "Return Approval").

The Seller shall reimburse the Customer for the sum paid for the purchase of the Returned Products no later than 15 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 the Customer has provided proof that it has already shipped the goods: until this time, the Seller may hold the amount to be reimbursed in reserve.

The Seller will refund the price paid in the same payment method used by the Customer. In case the Customer has initially paid by endorsement at the time of delivery (if permitted), the price paid will be refunded by bank transfer.

7.6 If the right of withdrawal is exercised without complying with the procedures mentioned in paragraph 7, the Client shall not be entitled to any refund. Within 10 days of the communication of the non-acceptance of the return and the relevant reasons, by replying to the same email, the Customer may choose to repurchase 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 Personalised Products are exempt from the right of withdrawal.

8. LEGAL WARRANTY FOR DEFECTIVE PRODUCTS

8.1 The Seller is responsible for any defect in the Product and non-conformity 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 legal provisions applicable 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 Client presents the commercial document/purchase invoice or, if purchased as a Loyal Customer, it will be sufficient to present the loyalty card or communication of name and surname.

8.3 In the event that the Seller has verified the non-conformity of the Products purchased, the Customer shall be entitled to obtain, at no additional cost, a refund of the amount paid for the purchase of the Products or, only if the Customer returns the Products to a store (if any), the replacement of the Products with others currently available in the store.

8.4 All costs of returning Products that are recognised as defective shall be borne by the Seller.

9. CONTACTS

When the Client sends email, text message (SMS) and any other communication via mobile or computer (e.g. chat), the Client is communicating in writing in electronic format. Please note that the Seller may communicate with the Customer in a variety of ways, for example, by email, text messages (SMS) or by posting messages and communications on the Website.

For further information, please contact the Customer Service c/o Calzedonia Digital d.o.o. Matrix Building 5th floor Slavenska Avenija 1C 10000 Zagreb (Croatia) at the addresses indicated in the instant messaging ("bubble chat") and in the FAQs on the Site.

10. PRIVACY

Please familiarize yourself with the Privacy Policy published on the Website for full information on how we process your personal data.

11. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

11.1 These Online Terms are governed by Mexican law and shall be interpreted on the basis thereof, without prejudice to any other mandatory regulation in the Client's Country of habitual residence that may prevail. Accordingly, the interpretation, execution and termination of the Online Terms are subject exclusively to Mexican law (without prejudice to any other regulations prevailing in the Client's Country of habitual residence) and any inherent and/or consequential disputes must be resolved solely by the Mexican legal authorities, as specified below. In particular, if the Client is a Consumer, all disputes shall be resolved by the court of the Client's legal domicile or place of residence, under the terms of applicable law or, at the Client's option in the case of an action brought before the Courts of Mexico City. If, on the other hand, the Client intervenes in the course of carrying out its own business, commercial, artisanal or professional activities, the parties establish by consensus the exclusive jurisdiction of the Courts and Tribunals of Mexico City. expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles or for any other reason.

11.2 Notwithstanding the foregoing and without prejudice to the outcome of the out-of-court proceedings, the Client has the right to lodge the complaint relating to these Online Terms with the competent court and, in addition, subject to the existence of the required conditions, the Client has the right to initiate an out-of-court procedure relating to consumer matters by applying them to the relevant consumer procedures.

11.3 INTELLECTUAL PROPERTY. Customer acknowledges and agrees that all copyrights, trademarks and other intellectual property rights in any material or content provided as part of the Website shall at all times remain vested in Seller or its licensors. Customer may use such material only as expressly authorized by Vendor or its licensors. This does not prevent the Customer from using the Website to the extent necessary to copy the Customer's order information or contact details.

12. MODIFICATIONS AND UPDATES

These Online Terms may be amended at any time. The Customer must accept the Online Terms in force at the time of purchase. New versions of the Online Terms will be effective as of the date they are posted on the Website and in relation to Orders submitted after that date unless we are required by law or government decision to make retroactive changes to such policies, Terms and Conditions or Privacy Statement. In this case, any changes will also affect orders that you have previously placed. ~~tags-~~The Client may consult the previous versions in the [corresponding section](#) of the Website.

Version updated on [06/February/2024]