

Terms and Conditions

Metalnoize srl, with registered office in Corso Italia, 22 - 20122 Milano , VAT 08559850964, MI-2033602, share capital _____, e-mail address weare@gienchi.it, PEC address _____, (hereinafter the “**Holder**”) provides all users with the ability to access and use the website www.gienchi.it (hereinafter the “**Application**”) that the Holder exclusively owns, that offers Ecommerce di vendita calzature (hereinafter the “**Products**” or individually the “**Product**”).

Please read these terms and conditions (hereinafter the “**Terms**”) before using the Application. By using the Application, the User accepts the Terms and agrees to comply with them. The User may not use the Application without accepting the Terms.

The Holder may amend or merely update, wholly or in part, these Terms. Such amendments and updates to the Terms will become binding once published on the Application. The User is therefore invited to review the Terms at each access to the Application and is recommended to print a copy of the Terms for future reference.

1. Registration

In order to use some Application features, Users must register by providing, in a truthful and exhaustive manner, all the information requested in the relevant registration form and accept, in their entirety, both the privacy policy (<http://www.gienchi.it/privacy-policy>) and these Terms. The User is responsible of keeping login credentials secure.

It shall be understood that under no circumstances the Holder may be responsible for any loss, disclosure, theft or unauthorised use by third parties, for whatever reason, of Users credentials.

2. Account cancellation and closing

Registered Users can, at any time, stop using the Products and can disable their account or request its cancellation through the Application interface, if possible, or by contacting the Holder at the email address weare@gienchi.it .

In case of violation by the User of these Terms or the applicable legal provisions, the Holder has the right to suspend or cancel the User’s account at any time and without notice.

3. Purchases on the Application

Purchases of one or more Products on the Application are permitted both to Users who fall within the category of consumers as well as those who don’t.

According to Article 3, paragraph 1, sub-paragraph a) of Legislative Decree 206/2005 (the “**Codice del Consumo**”), consumers are defined as natural persons who, in the purchase of the Products, act for purposes not related to their entrepreneurial, trading, professional or artisanal activities.

Natural persons may only purchase the Products if they have reached the age of eighteen.

The Holder undertakes to describe and to present the Products sold on the Application to the best of his abilities. Nonetheless, some mistakes, inaccuracies or minor differences between the Application and the actual Product may occur. In addition, any picture of the Products which may be found on the Application does not constitute a contractual element, but merely provides a visual representation of the Product.

The Products, prices and conditions of sale of the Products, subject to availability, do not constitute a public offer; therefore, they should always be considered as approximate and subject to confirmation by the Holder either via e-mail or through the order confirmation page, subject to availability of the chosen Product.

The User expressly confers to the Holder the right to accept, wholly or in part, the order (for example if not all of the ordered Products are available). In this case, the contract will only be completed with regard to the Products which are actually sold. The Holder retains the right to change, at any time, the price of the Products

and any related shipping charges . It shall be understood that any changes will not apply to contracts already concluded before such modifications.

The selling prices of the Products include VAT; any other tax and/or shipping cost borne by the User will be displayed prior to order confirmation.

The payment methods to purchase the Products will be displayed on the Application at the time of purchase.

The Application makes use of payment services provided by third-parties and it does not receive nor process any payment details provided by Users (credit card number, name of holder, pin, etc.).

In the event that the above third-party payment services refuse to authorise a payment, the Holder will not be able to provide the Products and may not be held responsible for any delay or failure in their delivery.

4. Conclusion of the contract

The contract entered into through the Application is concluded when the User receives, via email and / or through the Application interface, the formal confirmation of the order, by which the Holder accepts the order and informs the User that it is going to proceed with the provision of the Products.

The contract should be considered as being concluded at the location of the Holder's registered office.

The Holder has the right to refuse an order:

1. when the Product is not available;
2. when the Holder fails to receive the authorisation to charge the User with the cost of the Product;
3. when, at the time of purchase, the price displayed is obviously incorrect and is recognisable as such. In such case, the User will be contacted by the Customer Service to be informed of the situation and will be refunded the amount charged.

Unless the User has received the confirmation referred to in the paragraph above, the User has the right to cancel the order by sending an e-mail to the Holder, as further detailed in the clause concerning the "Right of Withdrawal."

5. Billing

The Holder, when requested, will provide the User with the commercial invoice. Users who may wish to receive the invoice will be required to provide their billing information. The invoice will be issued according to the information provided by the User, which the latter declares and ensures to be truthful, thus conferring the Holder with the widest indemnity on the matter.

6. Delivery

The Holder shall deliver to the User, at the address provided, those Products selected and ordered by the User, in accordance with the procedures detailed in the paragraphs above, through a carrier and / or forwarding agents. Delivery will occur according to the timings specified in the order confirmation.

Upon receipt, the User must check the conformity of the delivered Products with the order, and only thereafter the User shall proceed with the signing of the documents of delivery, with no prejudice to the right of withdrawal provided for in the clause relating to the "Right to Withdrawal".

The Holder assumes no responsibility for any delay or failure to deliver the goods due to force majeure events, such as accidents, explosions, fires, strikes and / or lockouts, earthquakes, floods and any other event that may prevent, in whole or in part, the performance of the contract within due time.

The Holder shall not be liable towards any party or third parties for damages, losses and costs incurred as a result of a failure to perform the contract for the reasons mentioned above, being the User only entitled to a refund of any price paid.

7. Right to withdrawal concerning material Products

The consumer User who, for whatever reason, is not satisfied with the purchase of the material Products, has

the right to withdraw from the contract without any penalty and obligation to provide a reason, within a period of 14 days after from the day of delivery.

In order to withdraw from the contract, The User shall contact the Holder at the email address weare@gienchi.it . The User will receive instruction on how to return the Product.

In case of withdrawal, the Holder will reimburse the payments received by the User, as well as the delivery costs, without undue delay and no later than 14 days from the withdrawal notice by the User.

The Holder shall refund the User through the same payment method used by the latter for the online purchase.

The User shall return the Products through a shipping carrier of its own choice and at its own expense, without undue delay and no later than 14 days from the withdrawal notice sent to the Holder.

The User is responsible for the integrity of the Product as long as the good is in his possession and shall take all the appropriate measures to preserve the product and do as much as possible to ensure that the product is returned at its best possible conditions, including the undamaged original packaging, instruction manuals, accessories and any separate item and other component. The Product must not have been handled in ways which are not strictly necessary to establish the nature, characteristics and functioning of the Product.

The Holder will not take into consideration requests for Product return in case the Product returned is malfunctioning due to misuse, negligence, damage or physical alterations, either aesthetic or superficial, tampering or improper maintenance or wear and tear.

8. **Exclusion of the right of withdrawal**

The right of withdrawal is excluded with respect to:

- supply of Products that may deteriorate or expire quickly;

9. **Optional form for enforcing the right of withdrawal**

Optionally, the User may withdraw from the Contract by completing the following form, that must be sent at the email address weare@gienchi.it before the expiration of the withdrawal period:

I hereby communicate the withdrawal from the purchase contract of the following goods/services _____

Order number: _____

Order date: _____

Name and surname: _____

Address: _____

E-mail address associated with the account from which the order was made: _____

Date: _____

10. **Guarantee of conformity**

All products that fall within the category of “consumer goods” (“beni di consumo”), as governed by Article 128, paragraph 2 of the Consumer Code, sold through the Application are covered by the legal guarantee of conformity provided for in Articles 128-135 of the Consumer Code.

The legal guarantee of conformity is limited to consumers. Therefore, it applies only to Users who have purchased on the Application for purposes unrelated to their possible entrepreneurial, commercial, crafts or professional activity .

To those who purchased on the Application and who are not consumers, the following warranties shall apply: the warranties for defects of the Product sold, the warranty for defects concerning the qualities promised and essential, and the other guarantees provided by the “Codice Civile” (“Civil Code”), as well as the relative terms, disqualifications and restrictions (Article 1490 et seq. Codice Civile).

The lack of conformity noticed within 24 months from the date of purchase of the Product must be reported within 2 months after the date of discovery of the defect.

Unless proven otherwise, it is assumed that any defect noticed within six months of the delivery of the good already existed on the date of delivery, unless this assumption is incompatible with the nature of the product or the nature of the defect. After the six months period, the user shall prove that the damage has not been caused by an erroneous use or misuse of the Product.

In accordance with Article 130 of the Consumer Code, in the event of a lack of conformity of the Product, the User has the right to have the Product restored to conformity, without any charge. For such purpose, the User can normally choose between the repair of the Product or its replacement. Such right of choice cannot be exercised in case the requested remedy is materially impossible or excessively onerous. In addition, the User has the right to a reasonable price reduction, or termination of the contract, provided that one of the following occurs: i) the repair and replacement are impossible or excessively expensive; ii) the Holder has failed to repair or replace the Product within a reasonable period of time; iii) the replacement or repair have caused significant inconveniences to the consumer.

Whenever the User intends to make use of the remedies provided by the legal guarantee provided with the Products, the User shall contact the Holder at the email address weare@gienchi.it. The Holder shall promptly reply to the communication of the alleged lack of conformity and shall indicate to the User the specific procedure to be followed, taking into account the category of goods relating to the Product, and / or the alleged defect.

11. Industrial and intellectual property rights

The Holder declares to be the holder and / or licensee of all intellectual property rights related and / or referring to the Application and / or the materials and contents available on the Application. The User may solely use the Application and the materials and contents included therein for personal, and non-commercial purposes. These Terms do not grant the User any license to use the Application and / or the individual contents and / or the materials available therein. Any other use or reproduction of the Application or material or content included therein is strictly prohibited.

All trademarks, names and figurative or other signs, trade names, service marks, word marks, trade names, pictures, images, and logos appearing on the Application are and remain the exclusive property of the Holder, or its licensors, and are protected by applicable trademark laws and relevant international treaties.

Any attempt to reproduce the explanatory texts and contents included in the Application, if not authorised, will be considered as a violation of the industrial and intellectual property right of the Holder.

12. Exclusion of warranty

The Application is provided "as is" and "as available" and the Holder does not provide any express or implied warranty in relation to the Application, nor provides any guarantee that the Application will meet the needs of Users, or that it will work without interruption, free of any error or virus or bug.

The Holder will work to ensure that the Application will be available 24 hours a day without interruptions, but may never be held liable if, for any reason, the Application may not be available and / or not operative at any moment or period in time. Access to the Application may be temporarily suspended and without notice in case of a system failure, maintenance or repair works or for reasons totally beyond the Holder's control or due to causes of force majeure.

13. Limitation of Liability

The User agrees to indemnify and hold harmless the Holder (as well as any company or subsidiary, including its representatives, associates, consultants, directors, agents, licensees, partners and employees) from any obligation or responsibility, including any legal expenses incurred for trial defence, that may arise from damage caused to other Users or third parties, concerning any Content uploaded online, any violation of the law or any terms of the present Terms.

Therefore, the Holder shall not be liable for:

1. any losses that are not direct consequence of a breach of the contract by the Holder;

2. any loss of business opportunity and any other loss, either direct or indirect, which may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of business contracts or relationships, loss of reputation or goodwill, etc.);
3. damages or losses resulting from interruptions or malfunctions of the Application due to events of force majeure, or due to any accidental and unpredictable events which are, in any case, independent of the will and beyond the Holder's control, such as, but not limited to, failure or disruptions to telephone or electrical lines, the Internet and / or to other means of communication, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the provision of products, services or applications by third parties;
4. incorrect or unsuitable use of the Application by Users or third parties;
5. the issuing of false tax documents due to mistaken details provided by the User, the latter having exclusive responsibility for the correct entry of such details

Under no circumstances will the cap on the Holder's liability exceed double the cost paid by the User for the service purchased.

14. Link to third party websites

The Application may contain links to third party websites. The Holder has no power over these websites and therefore is not, in any way, responsible for their contents.

Some of these links may relate to websites of third parties that provide services through the Application. In these cases, the individual services will be regulated by the general terms for the use of the website and services provided by such third parties, in respect of which the Holder assumes no responsibility.

15. Force Majeure

The Holder cannot be held liable for the failure or delay in performing of the obligations listed herein, due to circumstances which are beyond the reasonable and predictable control of the Holder. The performance of the Holder's obligations, pursuant to the present Terms, shall be deemed suspended during the period in which events of force majeure such as accident, explosion, fire, strikes, earthquakes, floods and other similar events that prevent, in whole or in part, the performance of the contract within the time agreed occur. The Holder will take any action within its power in order to find solutions to allow the proper fulfilment of his/her obligations despite the endurance of the events of force majeure.

16. Waiver

No waiver, by either parties to an article of the present Terms, shall be effective unless it is expressly stated to constitute a waiver and is communicated in writing.

17. Severability

If any of the provisions contained herein shall result unlawful or invalid, it will not be considered any more as part of the Terms, without affecting the enforceability of the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

18. Amendments

The Holder reserves the right to amend, at any time, these Terms by giving specific notice on the Application. The User acknowledges and agrees that any amendments to these Terms will apply to the orders placed by the Users after the date of notice of such amendments.

19. Privacy

The protection and processing of personal data will be pursued in accordance with the Privacy Policy, which can be found on the following page <http://www.gienchi.it/privacy-policy>

20. Governing Law and Place of Jurisdiction

These Terms and any dispute concerning the interpretation, performance, validity of this contract shall be

submitted to the exclusive jurisdiction of the Court where the Holder has its registered office.

If the User is a consumer as defined under Article 3 of the Consumer Code, the judge of the place of residence or domicile of the consumer, if located in the territory of the Italian State, has mandatory territorial jurisdiction, with no prejudice to the consumer User's entitlement to bring proceedings in courts other than the "place of jurisdiction of the consumer" pursuant to Article 63 of the Consumer Code, in charge for the area according to one of the criteria set out in Articles 18, 19 and 20 of the "Codice Processuale Civile" ("Civil Procedure Code").

21. Online dispute resolution for consumers

Any consumer who resides in Europe must be aware that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This tool can be used by European consumers to solve, via a non-judicial route, any dispute relating to and / or arising from contracts of sale of goods and services entered into online. As a result, European consumers may use the aforementioned platform for the resolution of any dispute arising from the online contract entered into with the Holder. The platform is available at the following link: <http://ec.europa.eu/consumers/odr/>

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