

GENERAL CONDITIONS OF ONLINE SALE

1. SCOPE AND DEFINITIONS

1.1. These General Conditions of Online Sale apply exclusively to the purchases of Products made by Consumers through the Website <https://jeliellingerie.com/>.

1.2. The following meanings are attributed to the terms used herein:

Customer and/or **Consumer**: the person who, pursuant to Legislative Decree 206/2005 (Consumer Code) is identified as a consumer since the latter is buying for needs unrelated to commercial, entrepreneurial, craft and/or professional activities;

Conditions: these General Conditions of Online Sale;

Contract: the sales contract concluded remotely between **JELIEL STYLE S.R.L.** and the Customer through the Website <https://jeliellingerie.com/>;

Website: the website <https://jeliellingerie.com/>, managed by the Seller, through which the purchase contract is concluded;

Products: the goods offered for sale by **JELIEL STYLE S.R.L.** through the Website;

Seller: the Company **JELIEL STYLE S.R.L.** (VAT NO. RO41590634) with registered office in Strada Pandurilor 5A/4, 40520 Dej - Romania, e-mail info@jeliellingerie.com.

2. GENERAL PROVISIONS

2.1. These Conditions are effective only with respect to sales made by **JELIEL STYLE S.R.L.**, made through the Website, not regulating, on the other hand, sales of products and/or services by third parties other than the Seller, even if directly accessible from the Website through links, banners or other hypertext links. The Seller is not, therefore, responsible for the supply of goods and services by such third parties.

2.2. The Products on the Website are offered for sale by **JELIEL STYLE S.R.L.**

2.3. The Seller has no obligation to accept orders from non-Consumers, which shall, in any case, be governed by Italian law.

2.4. Sales made through the Website are regulated exclusively by the Conditions in force on the date of the purchase proposal.

3. SCOPE OF THE CONTRACT AND ITS CONCLUSION

3.1. The Scope of the Contract is the sale of products on the Website, which the Customer intends to purchase through interaction with the Website itself and, therefore, remotely.

3.2. The Products are described in the corresponding data sheets. Nevertheless, the information provided is to be considered of an illustrative nature and is published for information purposes only, so as to allow proper identification of the item. Therefore, any representations and images of the Products may be partially different from the actual product. Such discrepancies may, for example, depend on the monitor used, its settings (contrast, sharpness, brightness, etc.), or the Internet browser used.

3.3. The Contract is concluded remotely by browsing the Website and sending, by the means provided, a purchase order, followed by the acceptance of the Seller. Therefore: (i) the purchase order has the value of a mere contractual proposal; (ii) the Contract is concluded only at the time of receipt, by the Customer, of the acceptance e-mail from the Seller, in which the identification data of the Customer, the delivery address, the order number and the corresponding price, as well as the shipping costs will be identified. Where envisaged, as provided for by Art. 51(1) of the Consumer Code, the confirmation e-mail will contain the link through which these Conditions can be downloaded.

3.4. The Customer shall verify the accuracy of the personal data summarised in the confirmation e-mail, promptly informing the Seller of any errors.

4. PRE-CONTRACTUAL INFORMATION (ART. 49 OF THE CONSUMER CODE)

4.1. As required by law, pre-contractual information is provided to the Consumer prior to the conclusion of the Contract.

Therefore, prior information will be provided on: (i) identification data of the Seller; (ii) total price of the goods, including taxes and with the separate detail of shipping costs and any additional costs; (iii) payment methods; (iv) delivery times; (v) terms, conditions and procedures for exercising the right of withdrawal; (vi) legal warranty provided; (vii) after-sales service and commercial warranties provided.

5. PRODUCT AVAILABILITY

5.1. The availability of the Products indicated on the Website is to be considered indicative and subject to change, also in view of the possible simultaneous use of the Website by several Customers. Therefore, no liability can be claimed against the Seller in the event of unavailability of Products requested by the Customer through a purchase order.

6. PRICES AND PAYMENT METHODS

6.1. The Product prices, inclusive of taxes to be paid by the Customer, are indicated on the Website in euros, or, if available and at the Customer's request, in different currencies.

6.2. Shipping costs are identified separately, since calculated only at the conclusion of the Customer's order process, but in any case before actual payment of the price.

6.3. The amounts due shall be paid in full, through a PayPal account, or with other methods made available by the Seller.

6.4. The price is charged at the time of sending the purchase order, in the manner specified in these Conditions.

6.5. The payment methods are managed and processed by third parties and, therefore, shall be governed not only by these Conditions, but also by those of such third parties, available on their respective websites.

6.6. The Seller is not responsible for any exchange rates, commission and any other charges charged to the Customer by the providers of the payment methods used.

6.7. The Customer is aware that the communication of data and information necessary to process the payment is secret and shall be carried out exclusively through secure connections identified by the Seller and/or by the providers of the payment services used.

6.8. The commercial document/invoice of purchase relating to the Order will be delivered to the Customer together with the Products delivered and the related pro-forma invoice (without fiscal value) will be sent to the e-mail address indicated at the time of purchase.

7. RIGHT OF WITHDRAWAL

7.1. As provided for by Arts. 52 et seq. of the Consumer Code, the Consumer has the right to withdraw from the purchase, without having to specify the reasons and without any penalty, communicating this to the Seller within 14 days of receipt of the purchased Products.

7.2. The Consumer may exercise this right of withdrawal by writing to the address info@jeliellingerie.com, or by contacting us through the channels made available on the Website.

7.3. Should the Consumer withdraw from the Contract, the same shall, pursuant to Art. 57 of the Consumer Code, return the Products within 14 days of the date on the latter communicated to the Seller the intention to withdraw, ensuring the shipment of the Products to the Seller, duly packaged, through delivery of the same to the courier chosen by the Consumer, or to that appointed by the Seller.

7.4. The return shipment of Products is at the expense of the Seller, while any additional shipping costs resulting from the Customer's choice of a different courier and/or return method than those identified and made available by the Seller shall be charged to the Customer.

7.5. In any case, also for hygienic reasons related to health protection, the right of withdrawal cannot be exercised if the Products have been worn, used, soiled, washed, subjected to wear and tear or damaged and shall be returned, under penalty of exclusion of the right of withdrawal, packaged as received, complete with any labels and accessories.

7.6. Having verified the above, the Seller will refund the price of the returned Products within 14 days of the return request, having the right in any case, pursuant to Art. 56(3) of the Consumer Code, to suspend the disbursement until their actual delivery.

7.7. The refund will be made through the same means of payment used by the Consumer at the time of purchase, unless requested otherwise by the latter.

7.8. In the event of violation of this article, the Consumer shall lose the right to a refund. Nevertheless, within 15 (fifteen) days of communication of rejection of the return, upon request, the Consumer may regain the returned products, bearing the costs of a new shipment. Otherwise, the returned Products shall be permanently retained by the Seller, which shall have no obligation to refund the amounts paid by the Consumer, who

acknowledges and unconditionally accepts that the Seller may, where applicable, dispose of the Products not collected.

8. WARRANTY OF CONFORMITY

8.1 The Seller accepts full liability for any defects and/or non-conformity of the Products purchased by the Customer on the Website.

8.2 The warranty has a duration of 2 (two) years from delivery of the goods and is effective only under the following conditions: (i) that the defect has become apparent within 2 (two) years of delivery of the Products; (ii) that the Customer has formally complained to the Seller about the defects within 2 (two) months of discovery of the defect, without prejudice to any mandatory provision of the law of the Customer's country of habitual residence that is contrary to these Conditions; (iii) that the Customer has duly documented the purchase.

8.3 Upon verification by the Seller of the defects reported, the Customer may obtain, without further expense, alternatively: (i) replacement of the non-conforming Products with others of equivalent value; (ii) refund of the amount paid for the defective Products. The refund will be made through the same means of payment used by the Customer at the time of purchase, unless requested otherwise by the latter.

8.4 The costs of returning products acknowledged as defective shall be borne entirely by the Seller.

9. SHIPMENT

9.1. The Seller will ship to the Customer: (i) the Products purchased; (ii) any gifts; (iii) any informational and promotional materials; (iv) the shipping document; (v) the tax document; (vi) any additional accompanying documentation required in the country of shipment.

9.2. The Products will be delivered by the courier identified by the Seller, within the date indicated in the order confirmation e-mail and, in any case, no later than 30 (thirty) days from receipt of the same, according to the procedures described in the conditions adopted by said courier.

9.3. Shipment timing and procedures may vary during promotional events or sales, in which case, the Customer will be informed before conclusion of the Contract.

9.4. The products are delivered to the address indicated at the time of order by the Customer.

9.5. Having received the Products, the Customer shall verify the integrity of the package, the delivery of which, if damaged, must be refused, failing which, the right to make any claim shall be forfeited.

10. EXCLUSION OF LIABILITY

10.1. If the Seller is unable to execute the order in the manner provided for in these Conditions, it shall accept no liability if this is due to force majeure or unforeseeable circumstances, also in relation to Internet problems.

11. CHANGES

11.1. The Seller reserves the right, at its discretion and without prior notice, to change these Conditions, as well as the prices and characteristics of the Products on sale.

11.2. Changes shall be effective as of the date they are published on the Website and only for orders submitted after that date.

11.3. It is in any case possible to check any previous versions of the Conditions in the appropriate section of the Website.

12. PARTIAL INVALIDITY

12.1. The possible presence of invalid or ineffective clauses shall not cause these Conditions to be null and void, involving, where possible, the replacement of the invalid and/or ineffective clause with mandatory provisions, with another clause agreed between the parties, or the inefficacy only of the clause deemed null and void.

13. APPLICABLE LAW AND JURISDICTION

13.1. Any dispute relating to the application, execution, interpretation and breach of contracts entered into through the Website, subject to any overriding mandatory provision of the country of habitual residence of the Customer with the status of Consumer, shall be interpreted according to Italian law and subject to the same, including the provisions of the Consumer Code, Chapter I, "On consumer rights in contracts", as amended by Legislative Decree no. 21 of 21 February 2014, with specific reference to the provisions on remote contracts and Legislative Decree no. 70 of 9 April 2003 on e-commerce.

13.2. For any dispute that cannot be settled amicably, the Court of jurisdiction shall be that in whose district the Customer with the status of Consumer resides; all other disputes shall be the exclusive jurisdiction of the Court of Treviso.

14. ONLINE DISPUTE RESOLUTION (ODR) PLATFORM

14.1. The Customer is hereby informed that, pursuant to Article 14 of EU Regulation No. 524/2013, the European Commission has established an ODR (Online Dispute Resolution) platform for the resolution of disputes arising from the purchase of goods online. On this platform, available at <https://ec.europa.eu/consumers/odr/main>, Customers can find a list of alternative dispute resolution bodies, with the respective links, and start the related online dispute resolution procedure.