

Terms & Conditions

1. SCOPE OF APPLICATION

1.1 The present General Sales Conditions, whose content is storable and reproducible, apply to and form an integral part of every single sales contract drafted between the PRIVATE LIMITED COMPANY "MYWALIT.COM SRL - SOCIO UNICO", headquartered in Lucca, Via del Brennero n. 1040/BK, Italian Tax ID Code, VAT Code and Business Register of Lucca number 02082160462, there registered in the Economic Administrative Register at number 19512, share capital Euro 100,000.00 (Euro one hundred thousand) fully paid up, in the person of its Sole Director and legal representative, Mr. Gladstone, Richard Charles, born in Bangor (Great Britain) on 14th January 1962, Italian Tax ID Code GLDRHR62A14Z114R, domiciled for the purposes of his office in Lucca, Via del Brennero n. 1040/BK, hereinafter also called "SELLER", and the purchasing consumer, hereinafter called CONSUMER, in the realm of a system for distance selling organised by the SELLER who, for such contract, utilizes the means of distance communication technology called "Internet". Every "on-line" contract shall hence be concluded through access by the CONSUMER customer to the Internet site corresponding to the address www.mywalit.com owned by the SELLER where, by following the procedures indicated, he/she will close the contract for the purchase of the goods. By CONSUMER, we mean the physical person who purchases goods and services for purposes not directly inherent to his/her professional activity performed, if any. Here following are reported the General Sales Conditions, which can also be viewed in the original Italian version, and which shall remain in effect until they are changed by the SELLER. Any modifications to the sales conditions shall come into effect upon being published on the Internet site www.mywalit.com and shall refer to sales made from that moment onwards.

1.2 The present General Sales Conditions shall prevail over any other contrasting condition contained or referred in any estimate, bill of parcel, waybill, order confirmation, orders by the SELLER, i.e., over any other contractual condition contained elsewhere, over any commercial use or document, as well as over the procedure developed between the parties.

1.3 Use of the distance selling process described in the present general sales conditions is reserved exclusively for the CONSUMER who, as indicated in clause 1.1., purchases goods and services for purposes not directly inherent to his/her professional activity performed, if any.

1.4 The BUYER shall not make any integration and/or modification to the General Sales Conditions, except through written agreement with the SELLER.

2. PURCHASE PRICE AND PROPOSAL

2.1. Transport cost is to be borne by the buyer and is duly highlighted in a dedicated page within the site that the CONSUMER shall review before confirming the purchase. For deliveries abroad, the consumer shall bear any supplementary costs due to taxes or duties established by the laws in force of the Country of destination. The sales price shall be valid until it is changed by the SELLER on the Internet site.

2.2. The products mentioned at the previous point are described in the related information sheets; the image that correlates to the product may not be perfectly representative of its characteristics, and may differ in colour, size and accessories.

2.3 The CONSUMER shall send a purchase proposal, sometimes also called Order, by filling in the order forms in electronic format. Orders may be made only following registration and creation of a personal account by the CONSUMER, following the steps and instructions specified in the site www.mywalit.com itself. Authorisation for the purchase proposal is given through on-line entry in the relative field (BUY) on the "SHOPPING BASKET" page.

2.4 The order form contains a summary of the information concerning the characteristics of each product ordered and relative price, of the payment terms that the user may choose from to buy each product, of the delivery terms of the products purchased and shipping and delivery costs.

2.5 In the event of an error in data entry before forwarding the order, the CONSUMER may follow the procedure indicated.

2.6 The contract shall be filed in the SELLER's data bank and access will be possible through written request sent to the SELLER in Lucca, Via del Brennero n. 1040/BK, or by email at the electronic address customer-service@mywalit.com.

2.7 The SELLER acknowledges receipt of the order through an email at the electronic mailing address communicated by the CONSUMER upon registration to the website www.mywalit.com indicating the general and special conditions applicable to the contract, the Goods ordered, price, delivery costs, delivery terms, as well as terms and procedures for returning the goods and the references for filing complaints (if any) or receiving information regarding legal warranty.

3. ACCEPTANCE OF THE GENERAL SALES CONDITIONS

3.1 Through the telematic transmission of the order form, the CONSUMER accepts and commits himself/herself to abide by the General Sales Conditions in his/her rapports with the SELLER.

3.2 Through the transmission of the order form, the CONSUMER confirms that he/she is acquainted with and accepts the General Sales Conditions and the further information contained on the website www.mywalit.com, including the Privacy Policy.

4. CONCLUSION OF THE SALES CONTRACT

4.1 Order acceptance by the SELLER is confirmed through a confirmation email sent to the electronic email address communicated by the CONSUMER upon registration on the website www.mywalit.com. Based on his/her own unquestionable judgment, the SELLER reserves the right not to accept the order.

4.2 The confirmation email contains the following data: written confirmation indicating the general and special conditions applicable to the contract, the Goods ordered, price, delivery costs, delivery terms, as well as terms and procedures for returning the goods and the information for filing complaints (if any) or receiving information regarding legal warranty.

5. DELIVERY OF THE GOODS 5.1 Unless otherwise agreed by the parties, the SELLER shall deliver to the CONSUMER the products chosen and ordered within thirty days starting from the day following that in which the BUYER transmits the Order to the SELLER. The SELLER shall utilise couriers and/or forwarding agents of his/her choice.

5.2 In the event that the order is not fulfilled by the SELLER due to unavailability, even temporary, of the goods requested, the SELLER shall, within 30 days after the day following order transmittal by the CONSUMER to the SELLER, inform the CONSUMER and reimburse the amounts already disbursed (if any) in payment of the sale. Unless accepted by the CONSUMER, (acceptance must be expressed before or upon conclusion of the contract) the SELLER cannot fulfil the order by sending a supply different from the one agreed, even if its value and quality are equivalent or superior.

5.3 The SELLER shall not be held responsible for any delay or lack of delivery of the Goods if this is due to reasons not attributable to him/her (such as unforeseen incidents and/or force majeure) as long as he/she promptly informs the CONSUMER, even through email.

5.4 Orders may be delayed in shipping and delivery if the offices are closed for inventory and/or festivities. The following are considered festivities: January 1st, January 6th, Easter and Easter Monday, April 25th, May 1st, June 2nd, August 15th, November 1st, December 8th, December 25th, December 26th.

5.5 Orders shipped under the “free shipping promotions” have the following limitations: free shipping valid only for US and Western Europe. The countries excluded are: Albania, Bosnia Herzegovina, Bulgaria, Cyprus, Czech Republic, Estonia, Croatia, Hungary, Lithuania, Latvia, Malta, Montenegro, Poland, Romania, Serbia, Slovenia, Slovakia, Albania, Finland, Greece, Liechtenstein, Norway, Switzerland, Sweden and UAE.

6. CONSUMER OBLIGATIONS

6.1 Once the on-line purchase procedure is concluded, the CONSUMER commits and obliges to print and save the present General Sales Conditions - with which he/she shall already be acquainted and have accepted in the course of this compulsory step needed to send in the purchase proposal - as well as the specifications of the product object of the purchase, in order to integrally meet the condition described in Art. 53 of Law Decree 206/2005.

7. RIGHT OF WITHDRAWAL

7.1. Pursuant to Art. 64 of Law Decree n. 206/2005, the CONSUMER has the right to withdraw from the contract stipulated on-line through the website www.mywalit.com, without any penalty and without specifying the reason, within a deadline of 30 (thirty) working days starting from the date of receipt of the Goods, by sending a written notification to the SELLER's headquarters located in Via del Brennero n. 1040/BK, through registered letter with return receipt, containing:

- a statement declaring the intention to exercise the right of withdrawal pursuant to Art. 64 of Law Decree 206/2005
- the indication of the goods for which the CONSUMER wants to exercise the right of withdrawal

- copy of the invoice for the purchase of the goods
- data concerning the CONSUMER's bank current account

7.2. Notification may be given within the above-mentioned time of 30 (thirty) working days also through telegram, telex, and fax, as long as it is confirmed through registered letter with return receipt sent within the subsequent 48 (forty-eight) hours.

7.3. The CONSUMER who has exercised his/her right of withdrawal shall return the goods exclusively to the SELLER headquartered in Via del Brennero n. 1040/BK, within 30 days from receipt of the goods, and not to the Mywalit sales points. Return shipping costs are to be borne by the CONSUMER. The CONSUMER may autonomously choose the courier for the shipment; it does not necessarily have to be the express courier used by the SELLER when the product was shipped. It is in any case advisable to use a courier or a postal service that allows tracking or that entails a return receipt. The SELLER shall reimburse the price paid in the shortest time possible, and in any case within 30 days from the date in which the SELLER became aware that the CONSUMER would exercise his/her right of withdrawal and the product has been received in the SELLER's office. Please contact: customer-service@mywalit.com to have further instructions on return shipment procedures (and to receive any documents that should accompany the package) and the refund. It is important to note that return shipments procedures, in particular those coming from non-EU countries, must be strictly adhered to in order for the SELLER not to incur any duties when re-importing the goods. Return shipments that do not follow the instructions communicated by the SELLER shall not be accepted (and shall hence be abandoned).

7.4 The right of withdrawal may be exercised exclusively by the CONSUMER and in no case by a third party recipient of a gift.

7.5 It is in any case understood that the substantial integrity of the product is in an essential condition in order for the CONSUMER to exercise his/her right of withdrawal. Hence, if the products returned by the customer have been used or in any way damaged, they will not be reimbursed.

7.6 If any product forming part of our Gift With Purchase promotions is returned for a refund/voucher and this results in the total amount spent falling below the free item/gift threshold, then the Free Gift must also be returned in an unused and undamaged condition.

Please note that If you request a refund or exchange but choose not to return the Free Gift, or, if the Gift has been used or damaged (in breach of promotions terms and conditions) MYWALIT reserve the right to deduct from any refund due (or charge your original payment method) an appropriate amount to reflect the damage to the Gift or its non-return. This amount will be the full retail value of the Free Gift.

8. WARRANTY

8.1. In the event of defects in contract conformity of the goods existing at the time of delivery, the buyer - CONSUMER shall report the defect, or risk forfeiture thereof, within 2 (two) months from the date of discovery of the defect and not more than 24 (twenty-four) months from the date of receipt of the Goods, and he/she shall have the right to request the SELLER to replace the Goods

purchased, as long as the conditions illustrated at Point. 8.3 are met. Shipping costs for restitution of the Goods shall be borne by the SELLER. If repair or replacement is not possible or excessively onerous for the SELLER, or if the SELLER has not repaired or replaced the Goods within a congruous period of time, or if the repair or replacement has caused substantial inconvenience for the CONSUMER, the latter may request, at his/her choice, either a congruous reduction in price or the withdrawal from the contract with a cost refund; in both cases, however, the use of the goods must be kept under consideration.

8.2. In case of a slight defect in conformity for which it is not possible or it is excessively onerous to remedy through repair or replacement, it is not possible to request withdrawal from the contract.

8.3. In the event that, in the CONSUMER'S opinion, the Goods present a defect in contract conformity, the CONSUMER must send a picture of the Goods and the presumed defect to the SELLER, even through email, enclosing a copy of the invoice for the purchase of the Goods or of the credit card payment receipt.

8.3.1 If, from the picture of the Goods, it results that it presents defects with respect to contract conformity, the Goods shall be returned to the SELLER, who shall apply what is established at Point 8.1.

9. REPLACEMENT

9. Following the purchase of Goods or in any case within the terms established for exercising the right of withdrawal, the parties may agree on the replacement of the products purchased. The CONSUMER must enclose the purchase invoice of the Goods for which he intends to request replacement. Replacement of the goods purchased with other goods may take place exclusively with goods of an equal or greater value (paying the difference in price). Shipping costs shall be borne by the CONSUMER. It is important to note that the product to be replaced must reach the SELLER in the original state in which it was sent and that the fulfilment of the new order is subject to the SELLER'S availability of the products at that time. Please contact: customer-service@mywalit.com for further instructions on replacement procedures.

10. PAYMENTS THROUGH CREDIT CARD

10.1 The entire payment procedure is performed through protected connection directly connected to the Banking Institution holder and manager of the on-line payment, to which the company MYWALIT.COM SRL does not have access. If the CONSUMER should exercise the right of withdrawal, as mentioned at Point 7 of the present General Sales Conditions, the amount to be refunded shall be accredited to the same credit card.

10.2 In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:

- Pay later.
- Pay in 3.

Further information and Klarna's user terms you can find here. General information on Klarna you can find here. Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy statement.

11. LIMITATIONS OF RESPONSIBILITY

11.1 The SELLER does not assume any responsibility for inefficiencies attributable to unforeseen incidents and/or force majeure in the event that he/she is not able to fulfil the order within the terms established by the contract.

11.2 The SELLER cannot be held responsible in regards to the CONSUMER for inefficiencies or malfunctions connected with the use of the Internet outside his/her control, except in the case of malice or grave fault.

11.3 The SELLER shall also not be held responsible for damages, losses and costs sustained by the CONSUMER following lack of fulfilment of the contract due to causes not attributable to him/her, since the CONSUMER has the right only to the integral restitution of the price paid and any ancillary costs sustained.

11.4 The SELLER does not assume responsibility for any fraudulent and illicit use that may be made by third parties of the credit card, bank cheques and other means of payment for the goods purchased, if he/she demonstrates to have adopted every caution and care possible based on the best practices of the time and on due diligence.

12. WAIVER

12.1 Not exercising the individual parts of the rights deriving from the present General Sales Conditions (and, more generally, of one's own rights) shall not constitute a waiver of such rights nor prevent their future exercise.

13. COMMUNICATIONS, COMPLAINTS AND ASSISTANCE SERVICE

13.1 Written communications directed to the SELLER shall be retained valid only if sent to the following address: Via del Brennero n. 1040/BK, or via email to the following electronic mail address: customer-service@mywalit.com. In the communication or complaint, the CONSUMER shall indicate his/her residence or domicile, the phone number or email address where he/she would like the SELLER'S communications to be sent.

13.2 For sales assistance, you can dial 00390583471913; or send an email to the electronic mail address: customer-service@mywalit.com; or send a communication to the address: Via del Brennero n. 1040/BK; or send a fax to the following number: 00390583409521.

14. APPLICABLE LAW AND COMPETENT COURT

14.1 In case of invalidity of any one clause or condition contained in the present General Sales Conditions, the remaining clauses and conditions shall remain fully valid and effective.

14.2 The present General Sales Conditions, just like any contract stipulated pursuant to the rules set forth by the document, shall be governed by Italian Law.

14.3 Any dispute related to the withdrawal and/or implementation and/or interpretation of the present General Sales Conditions, as well as of future orders proposed based on the rules set forth in these General Sales Conditions and future sales contracts stipulated pursuant to the rules set forth in these General Sales Conditions, shall be governed exclusively by the Court of Lucca, Italy.

However, as dispensation from what is set forth above, the SELLER may in any case bring the dispute before the Court of the place of domicile of the CONSUMER.

14.4 By signing the order form, the CONSUMER declares that he/she understands English. The General Sales Conditions are written in English and in Italian, the Italian version prevails over the English version. The order form is written in English, Italian, French, German, Spanish, in case of conflict between the texts, the Italian text order form prevails over the others.