

## **PRINCESSE METROPOLITAINE GENERAL TERMS AND CONDITIONS OF SALE**

Use of services by the User through the Website [www.princessemetropolitaine.com](http://www.princessemetropolitaine.com) (hereinafter "the Website") is exclusively regulated by these general terms and conditions of sale (hereinafter the "Conditions"). The Conditions are placed at the disposition of the User on the Website and the User is permitted to store and print them.

The Conditions regulate purchases made on the Website, in compliance with the provisions of Part III, Title III, Chapter I, of the Consumer Code, Legislative Decree no. 206/2005, and subsequent amendments, and Legislative Decree 70/2003 on e-commerce.

### **1. PRINCESSE METROPOLITAINE IN GENERAL**

1.1) The corporate purpose of Ellegierre S.r.l., registered offices Via G.B. Grassi, 7 – 22100 Como (hereinafter "Ellegierre"), operating through an online platform ([www.princessemetropolitaine.com](http://www.princessemetropolitaine.com); hereinafter "the Platform") is to sell and promote the sale of articles of clothing and accessories bearing the trademark "Princesse Metropolitaine" (hereinafter "the Goods") to "the Customer/Customers".

1.2) Under these Conditions, Ellegierre sells and the Customer purchases the goods indicated and offered for sale on the Platform. The agreement is concluded exclusively online. The Customer accesses the Platform and makes an order according to the procedure provided by the Website and by these Conditions.

1.3) The Customer undertakes to read these Conditions, in particular the pre-contractual information provided by Ellegierre, prior to confirming the order and accepts them by ticking the indicated box.

1.4) In the order confirmation e-mail, the Customer will also receive the link for downloading and filing a copy of these Conditions, as provided by Section 51.1 Legislative Decree 206/2005, amended by Legislative Decree 21/2014.

1.5) The Goods sold on the Platform may be purchased and delivered only in the countries indicated during the ordering procedure.

### **2. CUSTOMER REGISTRATION**

2.1) Simple registration confers the status of "registered" Customer, allowing the Customer to conduct operations through the Platform.

2.2) To register, the Customer goes to the "Register" section and accepts these Conditions, which also contain information on the processing of personal data by Ellegierre.

### **3. MODIFICATION OF PERSONAL DATA**

3.1) Registered Customers can, at any time, update and correct personal data they have given to Ellegierre.

3.2) To update or correct personal data, the Customer goes to [www.princessemetropolitaine.com](http://www.princessemetropolitaine.com) "Account" - "Personal Data".

3.3) Customers are responsible for ensuring that their personal data is true and accurate. Ellegierre has no responsibility in this regard.

3.4) Customers may, at any time, cancel their registration.

#### **4. INVITING FRIENDS, FAMILY MEMBERS AND COMPANIES**

Ellegierre gives Customers the possibility of inviting and getting friends, family members and companies to register, free of charge. However, large scale, indiscriminate solicitation of registration, for example by announcements online, in magazines or by any other means of communication, is forbidden.

#### **5. PRODUCT INFORMATION**

5.1) Prior to concluding a sales agreement, the Customer reads the product information on the individual file provided when choosing the goods.

5.2) Under Sections 49 and 51 Legislative Decree 206/2005, amended by Legislative Decree 21/2014, prior to conclusion of the sales agreement and prior to validation of the order, entailing an obligation to pay, the Customer is informed as to:

- the total price, in Euro, of the Goods, VAT included, and details of delivery and all other costs;
- the address of the registered offices of Ellegierre and relative contact details (telephone number, email address);
- arrangements for payment, delivery and performance, and the time within which Ellegierre undertakes to deliver the goods;
- where a right of withdrawal exists, the conditions, timescales and procedures for exercising the right, in accordance with Section 54.1 Legislative Decree 206/2005, and the model withdrawal form set out in Annex I, part B of Legislative Decree 21/2014;
- where applicable, that the Customer will have to bear the cost of returning the goods in the event of withdrawal;
- a reminder of the existence of a legal guarantee of conformity for the purchased goods;
- where applicable, the existence and the conditions of after-sales customer assistance, after-sales customer services and commercial guarantees;

#### **6. AVAILABILITY AND DURATION OF THE OFFER**

6.1) Sold out goods cannot be purchased until they become available again. A good which is sold out cannot be purchased. Ellegierre accepts orders from the Customer according to how many of the goods requested are available. Therefore, acceptance by Ellegierre of a Customer's order depends on product availability. Ellegierre undertakes to inform the Customer in good time of any unforeseen unavailability of stock due to excessive demand or other causes.

#### **7. PRODUCT PRICE AND DELIVERY COSTS**

7.1) Prices are in Euro, VAT included, and are those indicated upon the order being made. If prices are subsequently reduced, Customers shall not receive the difference between the new price and the price previously paid. Ellegierre reserves the right to change prices at any time.

7.2) The prices indicated for each product do not include delivery costs. The latter are indicated separately and calculated according to point 8.2.

7.3) Product prices and delivery costs shown on the Platform and in the order, unless otherwise indicated, are not inclusive of customs duties and relative taxes if the goods are to be delivered to non-EU countries or countries in which the law provides for import duties. If goods are not collected by a Customer as a result of refusal to pay customs duties and relative taxes, Ellegierre shall have the right to deduct from the price paid by the Customer the customs duties and the costs of returning the goods to its warehouse.

7.4) Customs duties and relative taxes shall be paid by the Customer directly upon delivery of the goods, in accordance with the indications given in the order confirmation. The Customer shall be responsible and accountable in the event of non-payment.

## 8. PRODUCT DELIVERY TIMES AND DELIVERY COSTS

8.1) Ellegierre undertakes to guarantee that goods are delivered to the Customer within 30 days of conclusion of the sales agreement.

8.2) Delivery costs shall be calculated on each occasion according to the country to which goods are to be delivered.

## 9. CONCLUSION OF THE AGREEMENT

9.1) A sales agreement shall be understood to be concluded only when the payment goes through to Ellegierre. If a payment does not at first go through (due, for example, to non-existence of a bank account, lack of cover, wrong credit card number or payment exceeding the credit card limit), the agreement shall not be considered valid.

9.2) Once an agreement has been concluded, a copy of the order and of the applicable conditions shall be kept by Ellegierre in its computer files. Customers can access all information relating to the order and to the applicable conditions by going to "My Orders" in their Account.

9.3) Ellegierre reserves the right to refuse orders from a Customer with whom legal action is pending in relation to a previous order. This applies likewise to all cases in which Ellegierre considers a Customer to be unsuitable, including, by way of example, previous breach by the Customer of conditions of an agreement for online purchase on the Platform or for any other legitimate reason, above all if the Customer is involved in fraudulent activity of any nature.

## 10. PAYMENT OF THE PRICE AND REFUNDS

10.1) If an agreement is concluded, Ellegierre will charge the credit card (Visa, Mastercard, American Express, Visa Electron and/or other such credit cards) or the PayPal account of the Customer.

10.2) The sums to be paid may be blocked at the time of conclusion of the purchasing process, even if actual charging occurs subsequently.

10.3) An invoice is emailed at the request of the Customer upon receipt of payment.

10.4) Customers shall inform Ellegierre of any anomalous or undue charge, by email to [support@princessemetropolitaine.com](mailto:support@princessemetropolitaine.com) as soon as they become aware of said charge, so as to allow Ellegierre to conduct the necessary checks.

10.5) Customers shall be entitled to a refund (by means of re-crediting pursuant to art. 10.8 and according to the timescale as per art. 10.9) of charged sums in the following cases:  
non-fulfillment of the order;  
delivery of good which is different to the one ordered;  
damaged or lost goods;

10.6) Customers shall submit their claims within 3 working days of the occurrence of the above, informing Ellegierre by sending an email to [support@princessemetropolitaine.com](mailto:support@princessemetropolitaine.com) or by telephoning +39-031-280132. Ellegierre shall conduct the necessary checks and reply to the Customer within 15 working days.

10.7) In the case of partial performance, the refund shall be proportionate to the performance received by the Customer.

10.8) Refunds are always made directly to the same card or PayPal account as the one used for the purchase. Ellegierre shall not make a bank transfer or credit the refund on a different card/bank account or one which is in the name of another person.

10.9) Ellegierre shall inform the Customer of acceptance of the claim and the time required to make the refund and for it to be visible in the account associated with the card used for the purchase or in the PayPal account. The maximum timescales for conducting the refund process, starting from receipt of the claim by Ellegierre, are as follows:

- 30 working days to conduct the necessary checks in relation to the Customer's claim. This period is the maximum length of time required by Ellegierre.
- 5 working days for administration of the refund claim if accepted. The 5 days are calculated from the date of acceptance of the claim. This period is the maximum length of time required by Ellegierre.

Refunds will be visible according to the specific timescales of the relative bank, usually after 7 to 30 days of the refund being made. PayPal timescales are shorter.

10.10) Ellegierre cannot intervene with regard to the timescales of re-crediting. These are at the discretion of the relative bank and PayPal.

## 11. WITHDRAWAL

11.1) Customers who have purchased goods through the Platform are entitled to withdraw from the agreement with Ellegierre without reason and without having to bear the costs of returning the goods, if they withdraw within 14 days of receipt of the goods.

11.2) Customers may withdraw by sending Ellegierre a declaration expressing their decision to withdraw from the agreement or by sending the withdrawal form set out in Annex I, part B, Legislative Decree 21/2014. The burden of proving that the right of withdrawal has been exercised lies with the Customer.

11.3) Customers exercising their right of withdrawal shall return the goods within 14 days of the date on which they informed Ellegierre of their intention to withdraw from the agreement pursuant to Section 57 Legislative Decree 206/2005. The goods must be returned to the offices of Ellegierre, in Via Refrecc 80, Lipomo 22030 (CO)

11.4) The goods must be returned whole, in their original packaging, accompanied by the relative fiscal documentation. Ellegierre shall be entitled to check the above. It shall refund the price of the goods and delivery costs within 14 days. As provided by Section 56.3 Legislative Decree 206/2005, amended by Legislative Decree 21/2014, Ellegierre may withhold the refund until it has received the goods or until the Customer has supplied evidence of having returned the goods. Ellegierre shall make the refund using the same method of payment chosen by the Customer in purchasing the goods, unless the Customer and Ellegierre have expressly agreed otherwise and on condition that the Customer does not have to bear any cost as a result of the refund. Ellegierre is not obliged to refund additional costs, if the Customer has expressly chosen a type of delivery other than the least expensive type offered by Ellegierre.

11.5) In order to exercise the right of withdrawal, goods to be returned do not need to be insured against theft and accidental damage caused by transportation. However, since the risk involved in returning the goods lies with the Customer, Ellegierre invites Customers who intend to exercise the right of withdrawal to insure, at their own expense, the transportation for the amount indicated in the order confirmation email.

11.6) Pursuant to Section 59 of the Consumer Code, there is no right of withdrawal if the sale concerns goods which are made to the Customer's specifications or are clearly personalized.

## 12. LEGAL GUARANTEE OF CONFORMITY

12.1) Ellegierre shall deliver goods to the Customer which correspond to the sales agreement. It is assumed that the goods correspond to the agreement if, where applicable, the following circumstances jointly hold:

- they are suitable for the use to which goods of the same type are usually put;
- they correspond to the description and possess the quality of the good which was presented to the Customer as a sample or model;
- they possess the usual qualities and performance of goods of the same type, which the Customer may reasonably expect, taking into account the nature of the good and, if necessary, the public declarations on the specific characteristics of the goods made in this regard by the seller, by the producer or by its agent or representative, in particular in advertising and on labeling;
- they are also suitable for the particular use required by the Customer of which Ellegierre was informed upon conclusion of the agreement and which Ellegierre has accepted, also by conduct implying intent.

12.2) Should Products be received which do not correspond to the order made, customers are entitled to have the good repaired or replaced at no cost. Customers may exercise this right if the defect emerges within two years of delivery and they report the defect within two months of its emergence.

12.3) Ellegierre is responsible in relation to the Customer only for non-conformity/defects of the goods. In the case of damage of any kind caused by defective or unsafe goods a Customer may act directly against Ellegierre, as producer, in accordance with Sections 102 ff Legislative Decree 205/2006.

## 13. INTELLECTUAL PROPERTY AND DISTINCTIVE SIGNS

13.1) All information on the Platform, all trademarks on the Platform and, more generally, all or part of the Website [www.princessemetropolitaine.com](http://www.princessemetropolitaine.com), are reserved and protected. It is forbidden to copy trademarks and logos used on the Platform. Customers also undertake not to copy, modify, translate, reproduce, circulate, sell, publish, valorize or diffuse in any other way, in a different format, in electronic or other form all or part of the (even partial) information on the Platform and the goods purchased therefrom. The exclusive owner of the "Princesse Metropolitaine" trademarks is Ellegierre.

## 14. EFFECTIVENESS AND ACCEPTANCE OF THE CONDITIONS OF USE

Relations between Ellegierre and Customers are regulated by the Conditions published on the Platform at the time of purchase by the Customer. Confirmation of the order by the Customer entails full and unreserved acceptance of the Conditions. The Customer confirms the order by clicking on 'Confirm Order and Pay'.

Ellegierre shall send Customers an email notifying them of receipt of the order to the email address provided by them. Ellegierre shall then send a recapitulatory email confirming the order. In the order confirmation email, the Customer will also receive the link for downloading and filing a copy of these Conditions.

## 15. APPLICABLE LAW AND COMPETENT COURT

15.1) These General Conditions are subject to the Italian law.

15.2) Any dispute which cannot be resolved amicably shall be subject to the exclusive competence of the Court of the place of residence or domicile of the Customer, if in Italy.

15.3) The mediation procedure set out in Legislative Decree 28/2010, may be chosen for the resolution of any dispute which arises in the interpretation and enforcement of these Conditions of Sale.

## 16. PRIVACY

16.1) Ellegierre adopts high ethical standards and respects Customers' privacy. Unless required by the law of other countries, Ellegierre shall not divulge a Customer's personal data to third parties without consent.

Ellegierre reserves the right to divulge the personal data of Customers to its personnel who, with the consent of Ellegierre, have access to this information and need to access it for the sole purpose of carrying out their duties on Ellegierre's behalf (including customer assistance/ service), so that Customers may enjoy the best possible service.

16.2) Ellegierre is the owner of the processing of personal data provided by Customers upon registration on the Platform and of the personal data provided by Customers upon purchasing goods.

16.3) The personal data provided by Customers is processed in order to meet their requests (registration and purchase of goods or services).

16.4) Provision of personal data by the Customer is purely voluntary, but is a prerequisite, where applicable, for registration or carrying out operations on the Website.

16.5) Data is processed electronically, using methods and instruments aimed at guaranteeing the greatest security and confidentiality. Data is made accessible only to those Ellegierre personnel who are duly appointed to process it.

16.6) The personal data provided by Customers shall in no case be circulated. It may, however, be given (for the same purposes as those for which it was initially collected) – to third parties belonging to the following sectors:

- shipping, delivery and return of goods;
- commercial partners, if handling delivery to the Customer of purchased articles or if they need to send receipts and/or invoices in order to be able to offer the service requested by the Customer;
- those who provide services for management of the IT system and telecommunications networks of Ellegierre;
- companies which carry out services of encashment and payment by credit card;
- parties which check, audit and certify activities conducted by Ellegierre also in the interests of Customers;
- accountants, for accounting and fiscal matters;
- consultants or other parties providing related services.

Customers can turn to Ellegierre to enforce the rights vested by Section 7 of Legislative Decree no. 196/03.

In particular, Customers shall have the right to : (i) obtain confirmation as to whether or not personal data concerning them exists and communication of such data in an intelligible form; (ii) be informed of the source of the data, of the purposes and methods of processing and the logic applied to electronic processing;(iii) have their personal data updated, rectified or – if so desired – supplemented; (iv) obtain erasure, anonymization or blocking of any data processed unlawfully, and oppose, on legitimate grounds, processing; (v) oppose any processing carried out for the purpose of sending advertising material, direct selling, market research or commercial communication.

The relative requests shall be sent by registered letter with acknowledgement of receipt to Ellegierre s.r.l. – Via G.B. Grassi, 7 – 22100 Como, or by email to [privacy@princessemetropolitaine.com](mailto:privacy@princessemetropolitaine.com)

For more information on the processing of data by Ellegierre through the Platform, Customers may consult the Privacy Policy.



## 17. SECURITY

Ellegierre undertakes to do its best to ensure that its Website is secure, but complete security cannot be guaranteed. Ellegierre needs users to contribute to safeguarding the security of the Website or undertake not to:

- post unauthorized commercial communication (e.g. spam) on the Website.
- collect content or information of users, or otherwise access the Website using automated instruments (such as bots, robots, spiders or scrapers) without the authorization of Ellegierre.
- conduct illegal multi-level marketing, for example pyramid schemes, on the Website.
- load viruses or other harmful codes.
- try to obtain access information or access the accounts of other users.
- denigrate, intimidate or harass other users.
- post content which is threatening or pornographic, which constitutes incitement to hatred or violence, or which shows images of naked people or strong or gratuitous violence.
- develop or use applications of third parties with content relating to alcohol, dating services or which is in any way intended for an adult public (including advertising) without respecting the due restrictions of age.
- use the Website for illegal, misleading, malevolent or discriminatory purposes.
- take action which may stop, overload or compromise the correct functioning or appearance of Ellegierre, for example a service negation attack or other nuisance actions which interfere with the rendering of pages or other functions of Ellegierre
- promote or encourage any breach of these Terms and Conditions.

## 18. REGISTRATION AND SECURITY OF THE ACCOUNT

Users of the Website provide their names and real information. For what concerns registration and in order to guarantee the security of an account, the User undertakes:

- not to provide false personal information on the Website or create an account on behalf of another person without authorization.
- not to create more than one personal account.
- not to create another account without the permission of Ellegierre if the original account has been disabled.
- not to use the Website if under 18 years of age.
- not to use the Website if previously convicted of sexual crimes.
- to ensure that contact details are always correct and up-to-date.
- not to share a password (or, in the case of developers, a secret key), or allow others to access an account or conduct any other action which could endanger the security of an account.
- not to transfer an account to third parties (including any managed page or application) without the written consent of Ellegierre.

## 19. MISCELLANEOUS

19.1) Unless otherwise specified, the software required for providing Ellegierre services, used by the Website, and the copyright on the content of the information and material on the Website are the property of Ellegierre.

19.2) The original Italian text of these Conditions may be translated into other languages. The translated version is unofficial and merely illustrative, and therefore has no legal value. In the event of any dispute or incongruence or discrepancy between the Italian text and the translations into other languages of these Conditions, the Italian text shall prevail and shall be the definitive version. The English text is available on the Website ( accessible by selecting "English") or may be sent upon written request .

19.3) Should any one of the clauses of these Conditions be invalid, lose validity, be or become non-binding, the Customer shall continue to abide by all the other clauses herein. Ellegierre shall replace the above clause with a clause which is valid and binding, whose effect is as similar as possible to the clause which has been replaced and which obliges Customers to accept it in compliance with the content and aims of these Conditions.

19.4 ) Ellegierre, at its discretion, may at any time suspend or cancel registration of a Customer with the Website.

19.5 ) Any agreements between the parties which pre-date conclusion of the agreement, or additions or modifications thereto, shall be considered part and parcel of the agreement between the parties, provided Ellegierre has expressly accepted them in writing. No verbal agreement between the parties shall be considered valid or binding.

19.6 ) Ellegierre may change or amend these Conditions at any time. The Customer will be required to accept only those Conditions which are in force at the time of purchase. The new Conditions shall be effective from the date of their being posted on the Website and in relation to orders submitted after that date.

## **20. CONTACT DETAILS**

For any request for information the Customer may contact the Customer Service of Ellegierre by sending an e-mail to [support@princessemetropolitaine.com](mailto:support@princessemetropolitaine.com)