

GENERAL TERMS OF SALE

The following general terms and conditions of sale refer to the sale of products on our website www.spotti.com

Products purchased on spotti.com are sold directly by Spotti S.r.l. ("Spotti" or "Seller "). This web site is managed and maintained by Spotti, with registered office in Italy, Milano, Viale Piave, 27 Cap 20129, C.F. 07343480153 and VAT n. 12645280152.

You can request any information through our support services by contacting customer service by writing to customerservice@spotti.com. You can find information about purchases and shipments, refunds and return of products purchased on spotti.com.

Remember that you can always contact the seller through customer service by writing to customerservice@spotti.com. For any other legal information, please consult the sections: General terms of Use, Privacy Policy and Right of Withdrawal.

1. Our Commercial Policy

1.1. The seller carries out its business of electronic commerce exclusively towards its end users that have reached adulthood and that are "Consumers ".

1.2. When we talk about "consumer" we refer to any natural person acting on spotti.com with purposes not related to their business, entrepreneurial or professional, possibly carried out. If you are not a "consumer", please refrain from concluding commercial transactions on spotti.com.

1.3. In view of its commercial policy, the seller reserves the right not to accept proposals for purchase orders from entities other than the "consumer" or in any case proposals for purchase orders that do not conform to their commercial policy, such as, for example, proposals for orders for which there is a warning, or suspicion, of fraudulent or unlawful activity. In such cases, the seller will notify the user of the non-acceptance of the order proposal.

All orders submitted to the seller and the returns made by the users must also correspond to the normal consumption needs. The seller therefore monitors the number of orders sent and made.

1.4. These general terms and conditions of sale rule only the dispatch of the purchase order proposals of products available on spotti.com by the user and the acceptance of the same by the seller.

1.5. The general conditions of sale do not regulate the provision of services or the sale of products by non-seller parties that are present on spotti.com through links, banners or other hyper-text links. We advise you, before you submit orders and purchase products and services from parties other than the seller, to verify their conditions of sale, because the seller is not responsible for the provision of services by third parties other than the seller or the conclusion of electronic commerce transactions between users of spotti.com and third parties.

2. Information intended at the conclusion of the contract with the seller pursuant to Legislative Decree 9 April 2003, no 70

2.1. In order to conclude the purchase contract for one or more products on spotti.com, you will need to send a purchase order proposal to the seller electronically by filling out the form available on spotti.com and following the relevant instructions.

2.2. Before transmitting the order proposal, we remind you to carefully read the general conditions of sale and the information on the right of withdrawal, to print a copy through the print command and to memorize or keep a copy for your personal use. In accordance with article 51, paragraph 7, of Legislative Decree No. 206 of September 6, 2005 (the "Consumer Code"), before transmitting the order proposal, we will provide a summary of the commercial and contractual conditions that will apply to your proposal Order of purchase of the products and a summary of the information on the essential features of each product ordered with the relative price (including all applicable taxes or duties), the means of payment which you can use to buy each product, how to deliver the products purchased, shipping costs and delivery; as well as the ref-

erences, geographic address and contact details of the seller and the date by which the seller, once accepted your order proposal, agrees to deliver the goods. The seller will also provide you with a summary of the conditions and modalities for exercising your right of withdrawal. If applicable, you will be informed that, in case of withdrawal, you must bear the cost of returning the products. You will, in any case, remember the existence of the legal guarantee of conformity of the products, you will be given the contact references of our after-sales service and we will remind you of the possibility of using the conciliation service, Independent and institutional, so-called "RisoltiOnline", provided by the arbitral Chamber of the Chamber of Commerce of Milan.

2.3. On the confirmation page of the order proposal, which contains a referral to the general terms and conditions of withdrawal, we will provide you with summary information about the essential features of each product indicated in your order proposal, the price (including all applicable taxes or duties) and shipping costs (including any additional costs incurred by you for choosing a different type of shipment method and delivery and/or faster than the standard).

2.4. The transmission of the order proposal to the seller constitutes a binding purchase proposal for the user. Before proceeding with the transmission of the order proposal, you will therefore be required to identify and correct any data entry errors.

2.5. Once you have forwarded your order proposal, you will receive an automatic e-mail from the seller to confirm that we have received your order proposal. Receiving the above email does not constitute acceptance of your order proposal.

2.6. The contract is concluded when your order proposal is accepted by the seller. The seller will send you a second e-mail to confirm the acceptance of your order proposal and the shipment of the products. This email will also contain a copy of the general terms of sale and the summary document on the right of withdrawal.

2.7. The order proposal sent to the seller will be filed in our database for the period of time necessary to process the orders accepted by the seller and in any case, in terms of law. You can access your order form, by consulting the section my order.

2.8. The languages available to conclude the contract with the seller are Italian and English.

2.9. The seller may not accept your proposals for purchase orders that does not give sufficient guarantees of solvency or that are incomplete or incorrect or in case of unavailability of the products.

In these cases, we will inform you by e-mail that the contract is not concluded and that the seller has not accepted your proposal of purchase order by specifying the reasons. If the products, presented on spotti.com, are no longer available or on sale at the time of receipt or fulfillment of your proposed purchase order, it will be the seller's care to notify you promptly and in any case within thirty (30) days from the day after you have forwarded your order proposal to the seller, the possible unavailability of the products. If you have already paid the price for the products, the seller will reimburse, without undue delay, what you already anticipated and the sales contract is considered to be resolved.

The seller also reserves the right not to accept proposals for purchase orders in the cases referred to in paragraph 1.3 above.

2.10. We remind you that, with the telematics transmission of the order proposal, you accept unconditionally and you undertake to observe, in the dealings with the seller, these general conditions of sale. If you do not agree with some of the terms listed in the general terms of sale, please do not forward your order proposal for the purchase of products on spotti.com.

2.11. With the transmission of the order proposal you confirm to know and also accept, the additional information contained in spotti.com, also recalled through links, including the general terms of use and the Privacy Policy and the information on the right of withdrawal.

3. Guarantees and indication of product prices

3.1. The seller only sells luxury and top-quality branded products. These products are purchased directly from the seller at design companies, manufacturers and retailers carefully selected for their rigorous quality controls.

3.2. The seller does not sell used, non-compliant or quality inferior products to the correspond-

ing standard offered on the market.

3.3. The essential appearances of the products are presented on spotti.com within each product sheet. However, the images and colors of the products presented on spotti.com may not correspond to the real ones as a result of the Internet browser and the monitor used.

3.4. Product prices may be subject to changes. Make sure of the final sale price before submitting the relevant order proposal. In the event that there is a recognizable error in the indication by Spotti of the price of a product or in the calculation of the amount requested in payment, Spotti will not accept the order proposal and will contact the user at order to offer the opportunity to transmit the purchase order proposal of the product (s) at the right price.

3.5. Purchase requests coming from countries not included in the splash page cannot be accepted by the vendor.

3.6. All the products are equipped with identification card.

3.7. All products sold by Spotti are covered by the statutory warranty of twenty-four (24) months for defects in conformity, in accordance with applicable law. The defect of conformity of the product must be communicated to the seller within three (3) days from the date of receipt of the product. The defect in conformity must be communicated to the seller exclusively via email to customerservice@spotti.com, stating the order reference number, the product defected or damaged and the details of the damage or defection. In case of lack of conformity, you have the right to request repair or replacement of the product. In the event that such remedies are not possible or are excessively costly, you will be entitled to a reduction in the price paid or to the termination of the sales contract, pursuant to art. 130 of the consumer code.

4. Payments

4.1. To pay the price of the products and the related shipping and delivery costs, you can follow one of the modalities indicated in the form of the order proposal. Under no circumstances will you be charged higher than the costs actually incurred by the seller, in relation to the payment method you select.

4.2. In the case of payment by credit card, the financial information (e.g. credit/debit card number or expiration date) will be forwarded, by means of an encrypted protocol, to the banks providing the relevant services of at distance Electronic payment, without third parties being able, in any way, to have access to it. This information will also never be used by the seller except to complete the procedures for your purchase and to issue refunds in the event of any product returns, as a result of exercising your right of withdrawal, or If it is necessary to prevent or notify the police force of the Fraud Commission on spotti.com

5. Value Voucher

5.1. Value vouchers are custom codes that allows you to take advantage of a discount on purchases made on spotti.com

5.2. Once you have placed the items in the Shopping Bag, enter your code in the "Discount code" box and click "Apply". Value vouchers are applicable to a single order proposal.

5.3. Limitations on the use of the value voucher:

- The value voucher can in no way be converted into money;
- You will not be able to use more value vouchers in the same order proposal;
- The value voucher will apply to a single order proposal;
- The value voucher will only apply to items whose sales value exceeds at least 1 euro.

5.4. In case you want to return an article on which you have applied the value voucher, you will have to follow the return procedure indicated in the information on the right of withdrawal. Once your return has been accepted the expense difference you have claimed for the purchase of the item will be re-accredited according to the terms and conditions for the normal refund procedure.

6. Shipment and delivery of products

6.1. To learn about the specific ways of shipping and delivery of products, go to the "Shipments

and orders” section. Please pay attention to the information in this section because the indications contained therein form an integral and substantial part of these general conditions of sale and, therefore, are considered by you fully known and accepted at the time of transmission of the order proposal.

7. Customer Service

7.1. You can request any information by contacting our customer service by writing to customerservice@spotti.com.

8. Right of withdrawal

8.1. In accordance with art. 52 of the consumer code, you have the right to withdraw from the contract concluded with the seller, without any penalty and without specifying the reason, within fourteen (14) days, from the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the goods and signs the delivery note thereby accepting the goods. In any case it will not be possible to change the purchased product with another.

8.2. In accordance with art. 54 of the consumer code, you will be able to withdraw from the contract concluded with the seller providing your statement describing your decision to withdraw via certified email (PEC) to customerservice@spotti.com or via registered post to Spotti S.r.l. Viale Piave 27, 20129 Milan.

8.3. In accordance with art. 57 of the consumer code, once you have exercised your right of withdrawal from the contract, you must return the products to the seller by delivering them to the courier for shipment within fourteen (14) days since you informed the seller of your decision to withdraw by the contract.

8.4. The only expenses charged to you are those of restitution of the products purchased, unless the seller has expressly exempted you from such expenses at the time of purchase.

8.5. The right of withdrawal-in addition to the terms and conditions described in paragraphs 8.1, 8.2, 8.3 and 8.4 is intended to be exercised correctly if the following conditions are fully complied with:

- a. The right of withdrawal must be regularly exercised within fourteen (14) days of receipt of the products;
- b. The products must not have been used;
- c. The identification tag must still be attached to the products;
- d. The products must be returned in their original packaging (if you want to return a kit, you must return all the items that compose it);
- e. Returned products must be delivered to the forwarder within fourteen (14) days from the time you have informed the seller of your decision to withdraw from the contract;
- f. The products must not be damaged.

In accordance with art. 59 of the consumer code, the right of withdrawal is also excluded if you have purchased tailor-made or customized products.

As laid down by Italian Legislative Decree no. 206 dated 6/9/2005 and by Art.55 of the Consumer Code, the right of withdrawal provided by these terms of sale does not apply to tailor-made or clearly customized goods or those that, by their nature, cannot be re-shipped or risk deteriorating or altering rapidly. If the right of withdrawal is not applicable on the products on sale, the Site shall show the phrase “right of withdrawal not applicable” in the product data sheet, in the page of the purchase procedure or in the order confirmation sent via email. We kindly invite you to always check the presence of this phrase.

8.6. The seller will conduct the necessary investigations in order to verify the conformity of the returned products to the conditions and the terms indicated in paragraph 8.5 above.

If the right of withdrawal is exercised following the modalities and the terms mentioned above, the seller will send you, by email, the relative confirmation of the acceptance of the returned products and to reimburse any sums already collected for the purchase of the products in accordance with the terms and conditions laid down.

8.7. The sums will be reimbursed in the shortest possible time and in any case, within fourteen (14) days from the date on which the seller has become aware of the exercise of your right of withdrawal, we will activate the reimbursement procedures, once verified the correct execution of the terms and conditions mentioned above.

8.8. If the detailed rules and deadlines for exercising your right of withdrawal, referred to in (a), (e) and (f)) of the preceding paragraph 8.7 or in the case of art. 59 of the consumer code, you will not be entitled to reimbursement of sums already paid to the seller. The seller will notify you by e-mail of the non-acceptance of your return. Within 14 days of receipt of the seller's e-mail, you may choose to re-obtain, at your expense, the products in the state in which they were returned to the seller, giving notice to the seller, according to the modalities that will be communicated to you. If not, the seller may retain the products, in addition to the sums already paid for their purchase.

If the seller's findings indicate that the conditions set out in (b), (c) and (d) of the preceding paragraph 8.7 are not complied with, you will not be entitled to the full refund of the sums already paid to the seller. In accordance with art. 57, paragraph 2, of the consumer code, you will, in fact, be responsible for the decrease in the value of the returned products, resulting from a different use from that necessary in order to allow you to establish the nature, characteristics and functioning of products themselves. In this assumption, the estimated repayment shall be deducted percentage equal to the decrease of the value of the products and anyway between 10 and 90% of the sums paid by you to the seller for the purchase of the returned products, according to what will be specifically communicated, by email, by the seller. Within 14 days of sending the e-mail in which you will be notified the amount deducted from the refund, you can choose to re-claim, at your expense, the products in the state in which they were returned to the seller, giving notice to the seller, according to the modalities that will be communicated to you. If not, the seller may retain the products and an amount corresponding to the percentage deducted on the refund.

The seller assumes no responsibility in the case of products sent back by mistake or objects forgotten in the parcels or products returned.

9. Time and method of reimbursement

9.1. Whichever payment method you use, the refund due, full or partial, is activated by the seller, in the shortest time possible and in any case within fourteen (14) days from the date on which the seller has become aware of the exercise of your right of withdrawal and verification of the returned products.

9.2. The seller will make the reimbursement using the same means of payment as you used to purchase the returned products, unless you have expressly agreed with the seller the use of a different means of payment and provided that you do not have to incur any further cost as a result of the refund. If there is no correspondence between the consignee of the products indicated in the order proposal and those who have made the payment of the sums owed for their purchase, the reimbursement of the sums, in case of exercise of the right of withdrawal, will be carried out by the seller, in any case, against the person who made the payment.

9.3. We remind you that the currency date of the re-crediting is the same as the charge; Therefore, you will not suffer any loss in terms of bank interest.

10. Privacy

10.1. You will get information on how we treat your personal information by accessing the Privacy Policy.

10.2. Please also read, if you have not yet done so, our general terms of use.

10.3. For any other information about our Privacy Policy you can contact our customer service by sending inquiries to the e-mail address: customerservice@spotti.com or to the address of the seller's registered office.

11. Applicable law and settlement of disputes

11.1. Nevertheless the application of the mandatory rules of European derivation to protect the consumer, the general conditions of sale are governed by the Italian law and in particular by the consumer code and by the Legislative Decree of 9 April 2003, no 70 (" Implementation of Directive 2000/31/EC on certain legal aspects of the information society services in the internal market, with particular reference to the e-commerce ").

11.2. In the case of disputes between the seller and each end user, arising from the general conditions of sale, the seller guarantees, right now, the full adhesion and acceptance of the conciliation service RisolviOnline.

RisolviOnline is an independent and institutional service, provided by the Arbitral Chamber of the Chamber of Commerce of Milan, which makes it possible to reach a satisfactory agreement, with the help of a neutral and competent conciliator, on the Internet. For more information about the regulation of RisolviOnline or to send a conciliation request, please log in to RisolviOnline.com.

11.3. We also advised that the European Commission provides a platform for the extra-judicial alternative dispute resolution, accessible on the website <http://ec.europa.eu/odr>.

11.4. For all disputes concerning purchases and/or these general conditions of sale, the Court of the place of domicile or residence of the consumer shall be competent in accordance with the applicable law or, at the consumer's choice, the court of Milan.

12. Modification and updating

12.1. The general conditions of sale are modified from time to time by the seller also in consideration of any regulatory changes. The new general conditions of sale will be effective from the date of publication on spotti.com.