

General Terms and Conditions of Sale

Date: June 2024

1. General Provisions

1.1. These general terms and conditions of sale (“General Terms”) describe the terms on which RICHARD GINORI S.R.L, a limited company incorporated under the laws of Italy, with a share capital of 150,000 euros, with registered office at Viale Giulio Cesare No. 50,50019 Sesto Fiorentino (Fi), Italy, with VAT number 05795200483, fiscal code n. 05795200483 and REA FI-576015, (“GINORI 1735”, “we”, “us”, “our”) sells, and a consumer (“you”) purchases GINORI 1735 products (“Products”) through the website www.ginori1735.com (“Website”).

1.2. Our General Terms will apply to any contract for the sale of Products by GINORI 1735 to you through the Website (“Contract”).

1.3. The sale of Products through the Website is only available to consumers, meaning natural persons who act for purposes of personal consumption (i.e., for purposes extraneous to their trade, business, craft and profession and not for profit). If you are under the age of majority, you must expressly confirm that you have obtained the consent of a parent or legal guardian to purchase a Product, before submitting an order.

1.4. You will be asked to agree to our General Terms and to the Terms of Use of our Website (“ToU”) before placing an order. We therefore advise you to read these documents carefully, and in particular our General Terms, before proceeding with any purchase, and save or print a copy for future reference. If you do not agree to our General Terms and/or the ToU, you will not be able to order any Products from the Website.

1.5. We reserve the right to amend or update all or part of our General Terms from time to time, and when we do so, we will publish the revised version of our General Terms and indicate the “Last Updated” date at the top of such revised General Terms. The Contract between you and us is governed by our General Terms in force at the time you place an order.

1.6. Our General Terms should be read alongside, and are in addition to, our Privacy Policy at <https://www.ginori1735.com/us/en/privacy-and-cookie-policy> which tells you how we use your personal data, and our Cookie Policy at <https://www.ginori1735.com/us/en/privacy-and-cookie-policy>.

2. Product Information and Availability

2.1. Information on our Products (along with the corresponding Product codes) and relevant prices are available on the Website.

2.2. Pictures of the Products displayed on the Website are for illustrative purposes only. Although we have made every effort to display the Products accurately, we cannot guarantee that a device’s display of our Products accurately reflects them. In particular, the colors, fabric, shade, grain, texture of the Products shown on your screen may vary from those on the actual Product. Therefore, you should rely exclusively on the description of the Products and their characteristics as mentioned on the Website.

2.3. We may change or discontinue a Product or any of its features, as described on the Website, at any time without notice (this does not affect the Products for which an Order Acceptance, as defined below, has already been issued at the time of the change). During the purchasing process, we will inform you if your order cannot be processed, in whole or in part, due to the unavailability of one or more ordered Products. If one or more ordered Product(s) are unavailable, your order will be totally or partially cancelled (as the case may be), and you shall pay only the price of the available Product(s).

2.4. In the event your connection to the Website fails, your selection of Products may be lost. In such case you will be required to re-enter your selection. Please note that Products in your shopping cart are not reserved and may be purchased by other customers. In no event we shall be liable to you for the unavailability of a Product following a failure or loss of your connection to the Website.

3. Prices

3.1. Prices of Products are indicated on the Website in Dollar and are inclusive - or not of all applicable and charges depending on the delivery country. Prices do not include delivery charges, which, if any, shall be added to the price of the Products and will be communicated to you during the checkout process before you confirm your order.

Orders for the United States will be shipped Delivered Duty Paid (DDP).

US state and local sales or use taxes may apply depending on the state and city of delivery. It is your responsibility to report any purchases of tangible personal property that have not been taxed, and pay any applicable use tax.

3.2. We make all reasonable efforts to ensure that all prices for the Products displayed on the Website are correct. In the unlikely event of a Product being mispriced (incorrect price or typographical error in the price shown), we will cancel your order and terminate the Contract.

3.3. Without prejudice to the above, we reserve the right to change the Products prices at any time and without notice, but such changes will not apply to Products for which we have received a purchase order.

4. Placing an order - Formation of the Contract

4.1. To purchase Products on the Website you must follow our instructions on how to place an order:

- (i) Select the Product(s) you are interested in buying ;
- (ii) Include the selected Products in the basket by clicking "add to cart",
- (iii) Fill in the order form with your personal information (name, address, email, telephone, shipping/billing address),
- (iv) Select your payment method,
- (v) Accept our General Terms and the ToU,
- (vi) Place your order through the Website by clicking "proceed to payment".

4.2. Before placing your order, you will be given the opportunity to review your selection, check the total price and correct any errors.

4.2. By placing an order, you agree to pay the price of the ordered Products.

4.3. The information about the products and their prices that is displayed on the website does not represent an offer by us but rather an invitation to offer. Any and all orders submitted by you are subject to our acceptance. Once you place your order, we will acknowledge it by email ("Order Confirmation"). This Order Confirmation does not, however, mean that your order has been accepted. On legitimate grounds, as per the below, we may choose not to accept your order, in whole or in part:

- (i) We are unable to obtain authorization for your payment; or
- (ii) Fraudulent, illegal or unauthorized activities, including suspected purchases for commercial purposes, are reported or suspected;

(iii) In case of non-availability of the Products;

The contract between us and you will indeed only be concluded if and when you receive from us an email notification confirming the shipment of your order ("Order Acceptance"). The Order Acceptance shall be sent to the email address provided by you in the order.

4.4. Order Acceptance will include the order number, all the information required by applicable law, including without limitation, basic information on the purchased Products, the price and the shipping address. and a link redirecting to our General Terms

4.5. Once you receive the Order Confirmation you can no longer cancel or modify your order without prejudice to your statutory rights according to Sections 9 and 11.

5. Payment

5.1. You must pay the price of the Products (including applicable VAT, sales taxes or other taxes), the cost of any additional services you order (e.g., additional costs for personalized Products), if applicable, and the associated delivery charges, if any.

5.2. We accept payments made in the currency specified for the country of the shipping destination with the payment methods proposed to you before you confirm your order. We may offer methods of payment (such as Paypal) for which you shall accept payment service provider's terms and conditions. These terms and conditions can be found by clicking on the link communicated to you before you confirm your order. We accept no liability in respect of your use of the payment method concerned. Such payment method may not be available for all purchases and whether you are eligible to use it as a payment method will be determined by payment service provider on a case by case basis.

5.3. You will not be charged until the Order Confirmation.

5.4. If your payment cannot be processed for any reason, we will cancel your order and our Contract with you will end immediately, without liability to you. We will inform you of this in writing.

5.5. You are responsible for the relevant charges or fees, if any, applied by your card issuer, bank or other payment institution as a result of our processing of your payment.

5.6. For each order, we will issue an electronic invoice for the purchased Products, and you agree to such form of invoicing. The e-invoice will be established based upon the information provided by you at the time of submitting the order.

6. Pre-Order of Products

6.1. From time to time, we may offer the possibility to pre-order certain selected Products on the Website before they are available to purchase from the stores or the Website ("Pre-Order Products"). You can add to basket the Pre-Order Product and finalize the procedure for placing an order under Section 4. The thirty (30) days delivery term set out in Section 7.3 will apply to Pre-Order Products only when we notify you that the Pre-Order Product is available/has shipped.

6.2. Please note that for Pre-Order Products, payment is not processed at the time of the reservation of the Pre-Order Product but at the Order Confirmation.

7. Shipping, Delivery and Collection

7.1. The purchased Products will be delivered exclusively in the countries listed here: www.ginori1735.com/shipping-delivery-ginori1735. Delivery costs are specified here: www.ginori1735.com/shipping-delivery-ginori1735.

7.2. The purchased Products shall be delivered by a courier service selected by us (“Courier”). Products shall be delivered either to the address indicated by you in the order form. We are not responsible for any delivery problems arising from incomplete or incorrect address details supplied by you. Please note that we will not deliver to PO Boxes, address of freight forwarders, or hotels (we may exceptionally accept to deliver the Product(s) to an hotel but please note that such a delivery is, in any event, subject to our prior and express approval).

7.3. Processing of non-personalized Products ‘orders will be made within 1-3 working days from the date of your order and processing of personalized Products will be made within 30 working days from the date of your order (except in case of force). After the processing, deliveries will be made within the terms indicated here: www.ginori1735.com/shipping-delivery-ginori1735.

7.4. We will send you an email to notify you when your order has been shipped. If the delivery has not occurred within thirty (30) days of the Order Confirmation, you may (i) notify us of the suspension of the payment of all or part of the price until we deliver the Product or (ii) specify a date for delivery and, if this new delivery date cannot be met, you may terminate the Contract and we shall refund you all sums paid under the Contract within fourteen (14) days from the date you terminate the Contract.

7.5. Upon delivery of the Products by the Courier, we recommend that you (or the person designated by you):

- (i) verify that the number of packages delivered corresponds to that indicated on the delivery note;
- (ii) verify that the packages and their seals are intact, undamaged, not wet or altered in any manner;

Any claim with respect to damage to packages or discrepancies in the number of packages must be notified in compliance with applicable law.

7.6. You can track the status of your shipment by clicking on the link included in the Order Acceptance.

8. Risk and Title

8.1. Delivered Products remain our property until full payment of the purchase price. Accordingly, title in the Products shall pass to you when complete payment is processed.

8.2. The risk of loss of, damage to, and/or destruction of, the Products shall pass to you when you (or a person designated by you and other than the carrier) take physical possession of the Products at the delivery address given by you or upon the collection of such Products by you, or such person designated by you.

9. Right of withdrawal and Returns

9.1. You have the right to withdraw from the Contract without giving a reason within fourteen (14) days from the date on which you (or the person designated by you) take physical possession of the Products or, in case of multiple packages delivered for the same order, the last package delivered.

9.2. The right of withdrawal does not apply to orders for personalized Products (“Non-returnable Products”) without prejudice to your statutory rights according to Section 11.

9.3. To exercise your right of withdrawal, you must inform us of your decision to withdraw from the Contract by an unequivocal statement by:

- post to RICHARD GINORI S.R.L, Viale Giulio Cesare No. 50,50019 Sesto Fiorentino, Italy;
- online by filling out this form, choosing the Return Request topic and following the relevant instructions.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired (see Section 9.1).

9.4. If you withdraw from the Contract, we shall refund you all amounts received from you, including the delivery charges, (except the additional costs resulting from your choice of a type of delivery other than the least expensive delivery method we offer), without undue delay and in any event not later than fourteen (14) days from the date on which we are informed about your decision to withdraw from this contract. We will refund you using the same payment method that you used when you placed your initial order, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the Products back.

9.5. You shall send back the Products or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from the Contract to us. The deadline is met if you send back the Products before the period of 14 days has expired.

9.6. You will have to bear the direct cost of returning the Products.

9.7. The Products shall be returned in their original condition, unaltered, unused, undamaged, in their original packaging and with original tags and labels attached along with all accessories and related documents (e.g., instructions booklet, Product certificates, etc.) if any.

9.8. If a returned Product does not meet the conditions for its return, as listed in Section 9.7 above, we will send back such Product to you to the address you indicated in the return form, or if such address is not valid, to the address communicated by you when you placed the order. This return will occur within fourteen (14) days from the date we informed you of the rejection of the returned Products, unless a force majeure event, an event beyond our reasonable control or any unforeseeable circumstance occurs.

9.9. You are liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products.

10. Exchange of Products

10.1. Without prejudice to your statutory rights according to Sections 9 and 11, and with the exception of Non-returnable Products, we accept exchanges of Products purchased on the Website within fourteen (14) days after the date of delivery.

10.2. All exchanges are subject to availability of the new Product requested. Products may be exchanged only once.

10.3. To request an exchange, you must complete this form choosing the Return Request topic and follow the relevant instructions.

10.4. The Products shall be returned in their original condition, unaltered, unused, undamaged, in their original packaging and with original tags and labels attached along with all accessories and related documents (e.g., instructions booklet, Product certificates, etc.) if any. We reserve the right to reject the returned Products and decline exchange if any returned Product for exchange does not meet these conditions.

10.5. You will have to bear the direct cost of returning the Products.

10.6. We will reimburse the amount paid by you, with the same payment methods used for the purchase, no later than 14 (fourteen) days from the delivery to Ginori 1735 of the returned Product. Then, you may proceed with a new order.

10.7. Any fees or charges, or other costs whatsoever, incurred as a result of your exercising your right of exchange in accordance with this Section 10, shall be borne by you unless the Products are faulty or defective.

11. Lack of Conformity - Defects

11.1. If you find that a Product sold by us on the Website has defects, is not as described or is incomplete, please contact immediately our Client Services by using this form or calling 055-420491 or by sending an email to customerservice@ginori1735.com.

11.2. Damage, alteration or modification to the Products caused by you is not a defect or a lack of conformity. For example, without limitations, any damage caused by extensive use or wear; improper use (such as direct exposure to the sun light or heat, contact with liquid, rain or food); normal tear and wear; non-observance of applicable care and/or cleaning instructions, are not defects or a lack of conformity. Likewise, variations in the texture, natural markings or irregularities of natural Products (such as leather or fabric) are inherent to the Product and not defects.

11.3. In the event you request the repair, replacement or return of a Product due to defect or due to the Product not being as described or being incomplete pursuant to this Section 11, we will bear the delivery costs for returning the Products to be repaired, replaced or returned, as well as any costs to deliver back to you the repaired or replaced Products.

12. Liability

12.1. Nothing in our General Terms seeks to exclude or limit our liability for:

- personal injury or death resulting from our negligence;
- fraud or fraudulent misrepresentation;
- breach of any obligations implied by applicable consumer protection laws; or
- any other cause of action which cannot be limited or excluded under applicable law.

12.2. Subject to the above, we will remain liable for damages, caused by our breach, that you suffer in respect of all claims and causes of action, arising under or in connection with our General Terms and each Contract except for any delay or failure to perform any of our obligations under our General Terms if such delay or failure is caused by a force majeure event.

13. Guarantee of Authenticity and Intellectual Property Rights

13.1. We guarantee the authenticity of all Products purchased on our Website.

13.2. GINORI trademarks, whether figurative or not, service marks, all other marks, brand names, logos used on the Products, the accompanying accessories and/or the packaging, whether registered or not, together with all photographs, illustrations, images relating to the Products, trade or business names, domain names and URLs are and remain the exclusive property of Richard Ginori S.r.l. and are protected by applicable copyright, trademark, or other intellectual property laws around the world. Richard Ginori s.r.l. reserves all such rights.

14. Promotions and Special Offers

14.1. We may offer you promotions and special offers from time to time. The terms of such promotions and special offers will be specified on the Website (e.g., start and end date of the promotions and offers; minimum order value, if any). Promotions and offers cannot be used in conjunction with any other

promotion or offer. To receive the discount or offer applied, you must place your order within the specified date range. The promotional or special offer code must be entered at the time of checkout.

14.2. Exceptionally, we can reserve the right to refuse to allow you to participate in the promotion or special offer on legitimate grounds (for example, if we think you are acting fraudulently).

15. Personalized Products

15.1. Please review your personalized text carefully before submitting your order. Once your payment is validated, the personalized text you requested will be reproduced strictly as submitted by you and may not be modified.

15.2. We remind you that the right of withdrawal does not apply for Personalized Products, in accordance with Section 9.2.

15.3. Personalized Products shall not include any content that:

- infringes anyone's copyright;
- infringes any other rights, such as a trademark, of any person or entity or a duty owed to any person or entity, such as a duty of confidentiality;
- breaches any applicable law (including, without limitation, any criminal law) or regulation;
- is false, inaccurate, misleading, harmful, offensive, abusive, threatening or defamatory;
- misrepresents identity or impersonates any person;
- includes any material containing personally identifying information about another person, such as their address, phone number, or email address, except with the written approval of that person;
- contains material which is pornographic, obscene, indecent or offensive, which promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person or group or is otherwise inappropriate;
- may harass, upset, embarrass, alarm or cause needless annoyance, inconvenience or distress to any person;
- gives the impression that it emanates from or has been approved by us;
- promotes or assists any unlawful act; or
- impacts our brand in a negative way.

15.4. We may refuse your order without liability to you if you do not comply with the conditions set out in this Section.

16. Applicable Law and Jurisdiction

16.1. Our General Terms and, therefore, the Contracts entered into with you, shall be governed by and will be interpreted in accordance with the laws of the state of New-York

16.2. Any disputes arising out of, or relating to, our General Terms and the Contracts shall be submitted to the jurisdiction of the courts where you reside or your domicile is located.

17. Contact us

For further information and assistance with the Website, you may contact us in one of the following manners:

- By sending us a communication to RICHARD GINORI S.R.L, Viale Giulio Cesare No. 50, 50019 Sesto Fiorentino, Italy;
- By sending us an email at customerservice@ginori1735.com,
- By calling us at 055-420491,
- or via this [form](#)