



## GENERAL TERMS AND CONDITIONS

### 1.- Purpose

1.1 Pagani Enrico, the party responsible for the website, provides users with this document, by means of which it intends to comply with the obligations specified in Act 34/2002 on Information Society and Electronic Commerce Services (LSSI-CE), as well as inform all users of the website about the conditions of use of the site.

1.2 Any person accessing this website and using its services, or supplying his/her data, assumes the role of user and undertakes to rigorously observe and comply with the provisions contained herein, as well as any other legal provisions that may apply.

1.3 The purpose of this contract is to regulate the provision of services offered through this website, and specifically, the sale of sunglasses and frames.

1.4 Below is the contractual document that will govern the provision of our services and sale of products through the website: [www.paganieyewear.com](http://www.paganieyewear.com), property of Pagani Enrico (hereinafter, the provider). Acceptance of this document means that the user:

- a. Has read, understands and comprehends what is stated herein.
- b. Is a person with sufficient legal capacity to contract.
- c. Assumes and accepts all of the obligations set forth herein.

1.5. These conditions shall be valid for an indefinite period of time and shall be applicable to all contracting carried out through the provider's website, until the publication of a new version.

### 2.- Identity of the Parties

2.1. Party of the first part, the provider identified above, and party of the second part, the user registered on the website and who shall be responsible for the veracity of the personal information supplied to the provider.

### 3.- Contracting Procedure

3.1 The contracting procedure may be carried out in Italian or English. In the event that it can be carried out in another language, this shall be indicated prior to beginning the contracting procedure.

3.2 In order to access the services offered by the provider, the user must browse through the website, either as a user or to make a specific order. To do this, the user shall be required to freely and voluntarily provide personal data.

3.3 During the contracting process, he/she will be led through the various steps to follow, and the entered data may be modified, if necessary. The various steps to be followed in the purchasing process are as follows:

- 1.- Selection of product and quantity.
- 2.- Shopping basket. Entering of discount codes.
- 3.- Indication of whether the purchaser is already registered on the website or not.
- 4.- Entering of personal data, delivery and billing address. Acceptance of Legal disclaimer/privacy policies.

5.- Indication of payment method

6.- Confirmation of order/purchase. Acceptance of the general terms and conditions.

7.- Payment.

8.- Sending of a purchase confirmation e-mail.

3.4 The user shall always be informed once the contracting procedure has been completed, through the provider's contracting platform and via the aforementioned purchase confirmation e-mail.

3.5 The provider shall not file the electronic document. We recommend that you keep a printout of the order confirmation message, as well as the e-mail you will be sent within the following 24 hrs.

4.- Payment Methods

4.1 Payment for the services may be made in the following ways:

a) Credit card payment

b) PayPal

5.- Prices.

5.1 The prices indicated for each of the services offered on the site include Value Added Tax (VAT).

5.2 The applicable prices for each service shall be those published on the website or those offered as special offers and promotions on the website or on banners, marketing communications from the provider, etc...

5.3 The invoice shall be delivered together with the completed order.

5.4 In the event that services other than those indicated above are contracted, different prices may be set.

6.- Delivery Times

6.1 As a general rule, delivery times shall be 2-4 working days within the EU and 5-7 working days for all other territories.

7.- Return Policy

7.1. Our Return Policy includes the following :

a)The user has the right to withdraw from this contract within a period of fourteen ( 14 ) calendar days and return all or only a portion of what purchased and request a refund.

b) The user has the right of exchange: you may decide to return all or only a portion of what purchased and request replacement with other products available on the Website, within a period of fourteen ( 14 ) calendar days.

7.2. The aforementioned rights shall not be valid for those products purchased on Sale ( reduced price). This also applies when supplying goods not suitable for return due to health safety or hygiene reasons.

7.3. The Return period shall expire fourteen (14 ) calendar from the day on which you, or a third party named by you other than the carrier, took material possession of the goods.

7.4. In order to exercise your right of withdrawal or exchange and start the returning process, you must contact the Online Support at [info@paganieyewear.com](mailto:info@paganieyewear.com) and provide your purchase order number and a short statement regarding your decision.

7.5. In order to comply with the Return period, it is sufficient that you send notification of your desire to exercise this right before the period in question expires.

7.6 Once we authorise the return of the products, you will have 14 (fourteen) calendar days to ship the products back at your own expense in the original packaging (including all accessories and information material) to the following address : PAGANI Eyewear, Via Cavour 3, 22074 Lomazzo (CO) Italy.

Consequences of Return:

7.7 On receipt of the products, we will examine them carefully to ensure they are undamaged and com-

plete in every part. Once we have ascertained the integrity of the returned products, we will proceed as follows:

a) In the event of withdrawal on your part, we shall refund all payments received from you, including delivery costs without any undue delay, and in any event, no more than fourteen (14) calendar days from the date on which we are informed of your decision to withdraw from this contract.

b) In the event of a request of exchange, we shall proceed in the following ways: (i) If the exchange product is of equal value, we will ship the same; (ii) If the exchange product is of lower value, we will ship the same, and will also refund the difference paid; If the exchange product is of higher value, we will ship the same as soon as the customer has forwarded the difference in price.

7.8. We shall proceed to make said refund using the same payment method used by you for the initial transaction.

7.9. You shall be solely responsible for any decrease in value of the goods resulting from handling other than what is necessary to establish the nature, features and functioning of the goods.

7.10. We may withhold the refund until we have received the goods and verified that no exception to the right of withdrawal applies and that the products have not suffered any damage.

7.11. We reserve the right to cancel the contract between us in the event of insufficient stock. If we do cancel our contract we will notify you by e-mail and will re-credit to you any amount deducted by us, using the same payment method used by you, as soon as possible but in any event within fourteen (14) calendar days of your order.

## 8.- Shipping

8.1 Shipping charges are as follow: Free shipping within the EU (including UK), outside the EU 39€ shipping fee

## 9.- Obligations of User

9.1 The user shall be fully responsible for maintaining the confidentiality and appropriate safekeeping of the passwords he/she has, preventing unauthorised third parties from having access to them.

9.2 A series of data is requested from the user for the contracting of services offered through the website. The purpose of the aforementioned request is to make the contracting possible and to carry out the contracted service under the proper conditions. In this respect, the user undertakes to ensure that the data requested and declared are true, complete and accurate, and likewise undertakes to notify the provider as soon as possible of any change that may affect the data, in order to avoid any problems that might arise if the provider has incorrect or o'clockout-of-date data.

## 10.- Warranty.

10.1 All products marketed through the website come with a 1 year warranty, pursuant to the terms established in the relevant regulatory guidelines.

## 11.- Notification of issues.

11.1.- If you have any service-related issues, either before or after the purchase is made, you may contact us at [info@paganieyewear.com](mailto:info@paganieyewear.com).

## 12.- Data Protection

12.1.- Pursuant to what is set forth in Organic Law (L.O.) 15/1999 on the Protection of Personal Data, your data shall become part of a file for which Pagani Enrico is responsible, which is kept for the purpose of managing all matters relating to the shopping process on our website and, if you consent, for sending you communications about PAGANI. You may exercise your access, correction, cancellation and opposition rights by sending us an express request, together with a copy of your ID card, to [info@paganieyewear.com](mailto:info@paganieyewear.com)

13.- Safeguard clause.

13.1.- The potential invalidity or unenforceability of one or more clauses of these general terms and conditions, due to any reason, shall not entail the invalidity or unenforceability of the text as a whole, which shall remain in full force and effect for all other clauses.

14.- Governing law and jurisdiction

14.1.- Applicable law, in the event of any dispute or conflict in the interpretation of the terms that comprise these Conditions of Use and for any questions regarding the services offered by the Website, shall be Italian law.

14.2.- For the resolution of any disputes that may arise upon using the Website and its services, the parties agree to submit them to the jurisdiction of the judges and courts of the user's domicile, or the one, in each case, established by procedural and/or consumer and user regulations.