

General Terms and Conditions of Sale and Use of Intimidea E-Commerce Website

Please read carefully the following General Terms and Conditions of Sale and Use of E-commerce Website en.intimidea.com ("Website"). The current document includes important information about duties and rights of the user.

A) TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale ("Terms and Conditions of Sale") regulate the offer and sale of Intimidea products ("products") on the e-commerce Website en.intimidea.com ("Website").

The products shown on the Website are produced and sold by Intimidea s.r.l. ("manufacturer" or "seller").

The manufacturer and/or the seller can update the following terms and conditions of sales in every moment, without notice.

By submitting an Order Form through the Website, the Customer unconditionally accepts and agrees to comply with these General Terms and Conditions of Sale currently applicable.

1) Purchase Orders

Products can be ordered through the Website from all the EC Countries.

The Website is reserved for individual customers, offering products for sale solely and exclusively in relation to "end user" or "Consumer", not for resale. Any resale or distribution of the Products purchased on the Website is strictly prohibited.

Intimidea strives to provide images as close as possible to the Products offered for sale.

However, product colours may differ from the actual ones, depending on the I.T. display settings used by the Customer.

The images in the Product Specifications may also differ in terms of shade of colour, size, or for any products accessories. So the manufacturer or the seller are not responsible for any complain about the graphical difference in the website products due to such matters.

Prices and offers shown on the website are valid according to the products availability. In the event that an ordered Product is unavailable, the Customer will be immediately notified and will have the chance to cancel or change his purchase order. In case of cancelling and payment already completed, the seller shall refund the Customer for the amount already charged.

Once the Customer has submitted his/her order, he/she receives an "Order receipt confirmation" email acknowledging its receipt. The "Order receipt confirmation" email will show a summary of the essential elements of the order: personal data entered by the Customer, delivery address, details of the products ordered (description and quantity), price details.

The Customer shall be responsible for verifying that given information in the Order Form is correct, by reading it carefully for any mistakes, including the shipping address. If errors are found or the Customer wishes to modify the order once submitted, he/she must provide notification of any corrections. That's why it is fundamental to check the content of the summary before confirming the order.

Neither Manufacturer nor Seller shall be liable in case of stock outage or unavailability of Products.

The manufacturer and/or the seller reserve the right to change or update the products offered on the Website in every moment, without prior notice.

2) Confirmation of the purchase order – binding agreement

The contract between Seller/Manufacturer and the Customer will only be considered as entered into when the seller/manufacturer confirms that the Order has been accepted by sending an Order confirmation email.

After the order has been confirmed by the seller, the Customer unconditionally accepts and agrees to comply with these General Terms and Conditions of Sale in his or her contract with the seller.

The Purchase order may not be amended or cancelled except in the cases provided for herein or according to the applicable law.

The registered data on the Website represent the proof of the seller-customer transaction.

The data registered by the Website establish the proof of the whole transactions operated between Seller and its customers. In case of dispute between Sellers and one of its customers about a transaction made on the Website, the data registered by the Website are considered as an irrefutable proof of the transaction and its content.

3) Prices and payment methods

All Prices published on the Website are expressed in Euro €, and does not include shipping costs.

Intimidea reserves the right to change prices at any time without notice. The Product price that will be charged to the Customer is the one shown on the Website at the time of the Order placement.

You are required to pay for any order placed on the Website immediately when sending your order. All orders are payable in EURO €.

The following payment methods are accepted:

- Credit/Debit cards of all the kinds accepted by Monetaweb system
- Cash on delivery (additional payment charge) – only for Italy shipments

4) Shipment and delivery

The products will be delivered to the address confirmed on the purchase order. In case of change of the delivery address, the seller shall not be responsible for any failed delivery due to subsequent changes of address

Shipping to Italy is free for orders over 40 € .

For all the other UE countries, shipping is free for orders over 50 €

Products can be ordered through the Website from all the EC Countries.

For orders inferior than the above mentioned amounts (40 € for Italian shipping, 50€ for the other EC destinations), the customer must pay for the shipping costs associated with the delivery of Products purchased through the Website (that are 10 € for Italian delivery, and 15 € for the other EC destinations). Delivery dates are deemed to be estimates only .

Any failure to deliver or late delivery should be reported to our customer service (info@intimidea.com) as soon as possible. In order for your claim to be accepted, please notify us of it within a maximum of thirty (30) calendar days from the date of confirmation of your order. Any issue concerning the received goods, has to be reported by the Customer to the seller within 30 days from the confirmed date on the purchase order.

IN ANY CASE, NEITHER SELLER NOR MANUFACTURER SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES FOR FAILURE TO FILL, OR DELAY OR ERROR IN FILLING ANY ORDER, OR FOR ANY DELAY IN DELIVERY. IN CASE OF PROVEN FAILED DELIVERY ATTRIBUTABLE TO SELLER OR MANUFACTURER, YOU WILL BE ONLY ENTITLED TO REQUEST, ALTERNATIVELY, DELIVERY OF THE SAME PRODUCT FREE OF CHARGE OR REFUND OF THE PURCHASE PRICE PAID.

Customers are also requested, for their own interest, to report any possible damage to the parcels and/or to Products as well as report eventual mismatching in number of delivered parcels; in case, it should be immediately conveyed in writing on the reserve check of the Courier's delivery notice , writing the words "RESERVE CHECK" and specifying the reason for the reserve (i.e. "wet package", "broken package", "crushed package", etc.), and sign.

5) Return rules

The perfect state of the goods is an essential condition for exercising the right of withdrawal. The Product must be properly handled and returned as it was received, complete with all its parts, in perfect condition with no signs of wear or dirt.

The Product must be returned in the same condition in which it was received, including the original label, original packaging. Otherwise they won't be accepted.

If the customer is not satisfied by the product, he/she has the right to return the product asking for substitution or reimbursement, in accordance to the following terms and conditions.

Returns

The Product should be returned to the seller's warehouse within 20 calendar days from the delivery of the parcel.

The Product must be returned in the same condition in which it was received, including the original label, original packaging at the following address:

Intimidea s.r.l a socio unico
soggetta a direzione e coordinamento di Norman International Spa
Via Grecia 2-4
46042 Castel Goffredo (Mn)
Italia

The Product must be properly handled and returned as it was received, in a carton box (not in an envelope). They must be complete with all its parts, in perfect condition with no signs of wear or dirt (e.g.: Textile products must not have been used, washed, altered or damaged, or show any sign of wear – smells of smoke or perfume). Underwear must be tried on over one's own underwear; returns of such items will be rejected and returned to the Customer in the event that they show signs of wear.

Returns must be shipped back to us using a sturdy corrugated cardboard box (NOT an envelope). Failure to do so will result in a 30% restocking fee

Only the manufacturer/seller can establish if the returned products are in their original conditions.

Neither Manufacturer nor Seller will be responsible or liable if any item you wish to return is lost, misdirected or delivered late.

Refunds procedures

The seller will do his best to refund the amount of the returned product within 7 working days from the day the Product is received. The refund will include only the product price paid by the Customer, not the shipping costs.

Any credit card purchase requiring a refund amount of €100.00 or greater will incur a 5% charge to cover transaction fees.

If customer receives a return authorization number for a refund under false pretenses we reserve the right to refuse the refund.

Exchanges

The products that have been returned into original packaging and conditions can be substituted by products with same value within 7 working days from the receipt of the returned products. Products that have been worn, damaged or used can't be returned.

In the event of wrong size, colour, the product will be substituted only if returned in the foreseen time (see "returns" above) in the original packaging and not worn.

Manufacturer defects

Any gross Manufacturer's defect found within 30 days of wearing should be returned to us for a complete evaluation to be done by the Manufacturer. We will contact you when we receive the results from the Manufacturer's evaluation. Worn garments must be laundered before returning. Garments returned to us unlaundered will be returned unevaluated.

Refused delivery

Purchases refused at the time of delivery will be refunded minus shipping charges and a 10% restocking fee.

Request for returns

In case of substitution or refund, the customer must send an e-mail to the customer service at info@intimidea.com . He/she must provide the following information: name of the customer, purchase number, code reference of the product to be asked for return, reason of the return and kind of requested action (exchange or refund).

6) Disclaimer

IN NO EVENT SHALL SELLER OR MANUFACTURER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF ANY DEFECT OR FAILURE OF THE PRODUCTS, BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SELLER OR MANUFACTURER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Notwithstanding any other provision hereof, in no event shall Seller's and Manufacturer's total liability relating to or in connection with any Products whether based on contract, warranty, tort (including negligence), strict Product liability or otherwise, exceed the actual amount paid by you for the Product(s) giving rise to the liability

7) Force majeure

Neither Seller nor Manufacturer shall be liable for any damages for delay in delivering Products or for failure to give notice of delay when such delay is due to acts of God, acts of the buyer, act of civil or military authority, war, riots, concerted labour action, shortages of materials or any other causes beyond our reasonable control. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

B) TERMS AND CONDITIONS FOR WEBSITE APPLICATION

The website is managed by the Manufacturer.

The website application is regulated by the hereby Terms and conditions (“Terms and conditions for Website application”)

By visiting this Website, the user unconditionally accepts and agrees to comply with these General Terms and Conditions of Sale, and with the Privacy regulation of the Website (see “Privacy Policy” section for further details), as shown below.

The manufacturer and/or the seller reserve the right to amend the present general terms and conditions, as well as the privacy terms at any time, without prior notice.

8) Privacy & Security

This Privacy Statement (see “Privacy Policy” section) is applied to users’ data collected on the Website.

The manufacturer and/or the seller reserve the right to modify, add or delete portions of this privacy policy at any time (in consideration of possible regulatory changes).

The Website is not intended to minor children

9) Intellectual property

The Contents and other material on the Websites are exclusive possession of the manufacturer. Every kind of copy, modification, reproduction or use (with the exception of what clearly expressed by the present terms), as well as any distribution, publishing, transmission, change or selling of the above mentioned contents and material are strictly forbidden.

The manufacturer is the sole proprietor of the actual and future registered and not registered Norman logos and brands shown on the website, as well as the en.intimidea.com domain. The use of such brands for any purpose out of the express written consent of the manufacturer is forbidden.

Copyrights, brands and property notifications and their relevant contents shown on the website cannot be removed nor altered. It is possible to navigate and use the website for personal use only (not commercial or professional purposes). You may access and view the content on the Website on your computer or other device and you may make a single copy of web pages published on the Website for your own private, personal and non-commercial use, provided that any copy of such web pages shall retain all copyright and other proprietary notices contained therein.

10) External links

The Website may contain links to third party websites not under the operation or control of Manufacturer or Seller. Such links are provided as a convenience only and cannot be interpreted as an express or implied endorsement of such third party websites or any products or services offered thereon. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through such third parties websites. You may only provide a link to the Website if expressly authorized in writing by Manufacturer.

11) Limitation of Liability

Neither Manufacturer nor Seller shall be liable to you or any third party for any indirect, incidental special or consequential damages, including, without limitation, loss of profits or other intangible losses, arising out of or in connection with your use or inability to use the Website, even if we have been advised of the possibility of such damages.

12) Disclaimer of Warranty

Neither Manufacturer nor Seller guarantee or represent that the Website is free from viruses or other destructive material, or that the information contained on the Website are accurate, complete or up to date. WE DO NOT WARRANT THAT THE WEB SITE OR THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS PROVIDED THROUGH THE WEBSITE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

The Website and its contents are provided on an "as is" and "as available" basis. Manufacturer

and Seller expressly disclaim all warranties of any kind, whether express or implied, concerning the Website.

13) Governing law, dispute settlement and competent jurisdiction

These General Conditions of Sale are governed by Italian law and will be interpreted according to it, apart from possible disputes or selection of legal actions. The user agrees that any disputes shall be resolved exclusively in Italy and the jurisdiction of the Court of Mantova is established on the hereby terms & conditions and the user.