



## **GENERAL ONLINE SALES CONDITIONS**

General sales conditions of Waves Italia SRL with registered office at Via Crespi 24, 24020 Pradalunga (BG) Tel. +39 035768341, VAT 03927250161, e-mail: [shop@lashelmets.com](mailto:shop@lashelmets.com), in the person of its legal representative pro tempore (hereinafter, Seller);

Given that:

- the Seller manages the activities related to the sale of LAS branded products on the website [www.lashelmets.com](http://www.lashelmets.com) (hereinafter "Site");
- the Site is primarily a marketing site, also intended for commercial transactions between entrepreneur and consumer (B2C);
- the expression "general online sales conditions" is intended to mean the contract of sale relating to the Seller's consumer goods stipulated between the latter and the Purchaser within the framework of a distance sales system organised by the Seller;
- all distinctive signs and intellectual property relating to the Site are the exclusive property of Waves Italia SRL;
- the present conditions of sale regulate the online sales between Waves Italia SRL and the Purchaser, who expressly declares that is making the purchase for purposes unrelated to any commercial or professional activity carried out;
- the present premises constitute an integral and substantial part of the contract;

The following is agreed:

### **1. Object of the contract**

1.1 The object of these general conditions, which are made available to the Purchaser for reproduction and conservation pursuant to article 12, Legislative Decree no. 70 of 9 April 2003, is the purchase of products, carried out remotely and via telematic network, through the Seller's website, with registered office in Via Crespi 24, 24020 Pradalunga (BG) Tel. 035768341, VAT no. 03927250161, e-mail: [shop@lashelmets.com](mailto:shop@lashelmets.com), in the person of its legal representative pro tempore (hereinafter, the Seller);

1.2 By this contract, the Seller sells and the Purchaser purchases at a distance the products indicated and offered for sale on the Seller's Site, i.e. goods and products of the sports, outdoor and personal protective equipment (PPE) sectors.

1.3 The main characteristics of the products referred to in the preceding point are illustrated and described on the Site, with an overall presentation of each of them that is faithful, truthful, correct and not misleading. In this regard, however, it should be noted that due to the characteristics and technical limitations of photographic reproduction of the products on the Site, the image accompanying a product may not be perfectly representative of its characteristics.

### **2. Acceptance of the sales conditions**

2.1 All purchase orders will be forwarded by the Purchaser to the Seller through operating in an area protected by a secure protocol, by completing the indicated purchase procedure. It is strictly forbidden for the Purchaser to enter false and/or invented and/or fictitious data in the electronic purchase procedure; the personal data and e-mail address must correspond to the Purchaser's real personal data and not those of third parties, or fictitious data, without prejudice to the fact that the Purchaser will always have the right to purchase on behalf of third parties and therefore that the data relating to the consignee of the shipment may not coincide with the Purchaser's personal data. The Purchaser therefore assumes full responsibility for the accuracy and truthfulness of the data entered in the electronic form, aimed at completing the product purchase procedure. The Purchaser releases the Seller from any liability deriving from the issuance of incorrect tax documents due to errors in the data provided by the Purchaser, the latter being solely responsible for their correct entry.

2.2 These general sales conditions must be examined "online" by the Purchaser, before completing the purchase procedure. The forwarding of the purchase order by the Purchaser, therefore, implies full knowledge of the same and their full acceptance.

2.3 The Purchaser, by sending electronic confirmation of his purchase order, unconditionally accepts and undertakes to observe, in his relations with the Seller, the general conditions and payment conditions illustrated below, declaring that he has specifically examined them and accepts all the indications provided by him pursuant to the above-mentioned regulations, also acknowledging that the Seller does not consider itself bound to different conditions, unless previously agreed in writing.

2.4 Acceptance of the sales terms and conditions shall be expressed by accurately filling in all the sections of the electronic form.

### **3. Purchasing methods and sales prices**

3.1 The sale prices of the products (hereinafter the "Sale Price") on the Site are expressed in Euro. The Site will clearly indicate the Sale Price of each product and the methods for calculating the total price of the purchase. In fact, it is specified that the total price of the purchase (hereinafter "Final Price") will be the sum of the Sale Price and the costs of shipping and delivering the products through couriers and/or forwarding agents appointed by the Seller. The Purchaser, in compliance with the provisions of Article 51.2 of Legislative Decree 206/2005 as amended by Legislative Decree 21/2014 ("Consumer Code"), declares that he/she is aware of the fact that the submission of the purchase order of the products implies the obligation to pay the Final Price. The payment of the amounts due to the Seller may also be made - in whole or in part - using vouchers, coupons or other suitable title issued by the Seller and/or its authorised third parties, without prejudice to the Seller's right to verify the validity of the titles in question. That being said, the Purchaser, at the time of the online purchase, will make use of the "Proceed to Checkout" button as a contextual: - confirmation of acceptance of the sale in question; - confirmation of the shipping and delivery methods chosen by the Purchaser; - sending of the purchase order in the identified quantity; - occurrence of the obligation to pay the Final Price to the Seller.

3.2 The Sale Price and the Final Price are inclusive of VAT and all other taxes and duties applicable only to the countries of the European Union. For Purchasers residing outside the European Community or requesting shipment outside the borders of the European Community, all local taxes (VAT, Duties, Customs clearance) are to be considered exclusively borne by the Purchaser and therefore excluded from the Sale Price. Shipping costs included and specified in the Final Price, unless otherwise specified and except in the event of special promotions occasionally carried out by the Seller, are always to be considered borne by the Purchaser. The Final Price is in any case calculated for the Purchaser before the request for confirmation of the order by selecting the "Proceed to Checkout" button, pursuant to the provisions of the previous art. 3.1.

3.3 The Seller, after checking the availability of the chosen product, will formally confirm the order received by e-mail and only from that moment will the Seller's obligations to sell and send the products under this contract become effective.

3.4 The Purchaser expressly grants the Seller the right to confirm even only part of the order placed (for example, if not all the products ordered are available). In such a case, the contract will only be concluded for the goods actually available and confirmed.

### **4. Conclusion of the Contract**

4.1 The Contract stipulated through the Site is considered concluded when the Purchaser receives, via e-mail, formal confirmation of the order pursuant to the previous art. 3.3, through which the Seller accepts the order sent by the Purchaser and informs him that it can proceed to fulfil it. The Purchaser, therefore, undertakes to print and keep these general conditions - which, moreover, he will have already read and accepted as a compulsory step in the purchase procedure - as well as the specifications of the product purchased, in order to fully comply with the condition set out in Legislative Decree no. 206 of 6 September 2005.

4.2 The Contract is concluded in the place where the Seller's registered office is located. Without prejudice to the case of supervening impossibility of the service for reasons not attributable to the Seller and/or the hypothesis of momentary technical malfunctions of the software or of the purchase system of the Site that

lead to the presumption that products that are not actually available are available, the Seller undertakes to supply the selected products following receipt of payment of the Final Price due under this contract.

## **5. Payment methods**

Without prejudice to the Seller's right to insert and implement additional payment methods in the future in order to offer an even higher level of service to Site users, the Purchaser acknowledges and accepts that - on the date of purchase of the products covered by this contract - payment by the Purchaser can only be made: A) Online through the PayPal payment system. The purchase amount will be held by the Purchaser's available funds at the time of purchase and will then be charged at the time the order is shipped. Please note that during the payment process PayPal may require a PIN code or password to be entered at the time of payment. Should this PIN code or password not be known to the Purchaser, please contact the relevant bank. B) Online by credit card using the Powered by Paypal credit card system may not be available in certain countries. For more information, please visit the Paypal website. In case of payment by credit card, the information (such as, for example, the number of the credit/debit card or its expiry date) will be transmitted encrypted to providers of remote payment services. Neither Waves Italia SRL nor third parties have access to these details. C) By bank transfer on the IBAN IT 63 J 02008 52520 000102777183 made out to Waves Italia SRL.

## **6. Delivery methods**

6.1 The Seller will deliver the ordered products to the Purchaser, at the address indicated by the Purchaser in the purchase order, according to the methods provided for by the previous articles, by means of couriers and/or forwarding agents appointed by the Seller. Delivery will take place immediately after the Seller has received payment of the Final Price, as indicated in the confirmation e-mail sent to the Purchaser, and in any case within 30 (thirty) days from the date of conclusion of this contract. If the product is unavailable, beyond that date, the Seller will return the entire sum paid by the Purchaser.

6.2 If the Purchaser is absent at the time of delivery of the goods ordered, a notice will be left with the necessary information to contact the courier or forwarding agent in order to agree on the next delivery. The Seller shall not be responsible for delayed or non-delivery and/or for any additional costs incurred by the Purchaser due to incorrect or incomplete communication of the address by the Purchaser.

6.3 Upon receipt of the goods, the Purchaser is obliged to check the integrity of the package and the products, the conformity of the product delivered to him with the order placed, as well as being obliged to immediately report any tampering or damage found on the package and the products. In any case, the Purchaser shall take care to inform the Seller of any problems encountered when receiving the products, in order to allow the Seller to carry out a better quality control of the services rendered - directly and/or through third parties - pursuant to this contract.

## **7. Limitation of liability**

7.1 The Seller shall not be held liable for any delay or non-delivery of the goods due to force majeure, such as accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods and other similar events that prevent, in whole or in part, the execution of the contract within the agreed time.

7.2 The Seller shall not be held liable to the Purchaser, except in the case of fraud or gross negligence, for disservices or malfunctions connected to the use of the Internet that are beyond the Seller's control.

7.3 The Seller shall not be liable to any party or third party for any damages, losses and costs incurred as a result of the non-performance of the contract for the above reasons, the Purchaser being entitled only to a refund of any price paid.

7.4 The Seller shall not be liable for any fraudulent or illegal use that may be made by third parties, of credit cards and other means of payment, when paying for the purchased products, if it proves to have taken all possible precautions based on the best science and experience of the moment and on ordinary diligence.

## **8. Warranty and methods of assistance**

In case of questions, complaints or suggestions, the Purchaser may contact the Seller at [shop@lashelmets.com](mailto:shop@lashelmets.com), or Customer Service by telephone number or address found on the Site in the "CONTACTS" section. In case of lack of conformity, the provisions of Legislative Decree no. 206 of 6 September 2005 shall apply, so that the Seller shall be liable to the Purchaser, for a period of two (2) years from delivery of the goods, for any defects or lack of conformity existing at the time of delivery of the same. Any defect must be reported within two (2) months of its discovery, failing which the Purchaser shall forfeit his warranty rights. The warranty shall apply only to the products indicated in Legislative Decree no. 206 of 6 September 2005.

## **9. Return Policy for Sellers / Right of Withdrawal pursuant to Legislative Decree no. 206/2005**

9.1 Without prejudice to the separate hypotheses of warranty for defects or lack of conformity of the products referred to in art. 8 above, the Purchaser will in any case have the right to withdraw from this contract, to be exercised in accordance with the times indicated in art. 10.1 below and recognised only for the products envisaged by Legislative Decree no. 206 of 6 September 2005. If the Purchaser decides to return the products availing himself of this right of withdrawal, he must notify the Seller - within the time period specified in Article 10.1 below - by the methods specifically indicated by Customer Service or by submitting any other explicit statement of his decision to withdraw from the contract.

9.2 The burden of proof relating to the exercise of the right of withdrawal, in accordance with this article, lies with the Purchaser. The Purchaser shall always be responsible for the shipping costs of returned goods, unless the Seller decides otherwise at its sole discretion. The date of delivery to the post office or forwarding agent shall be binding between the parties.

9.3 In order to be entitled to a full refund of the price paid, the goods must be returned intact or with only the possible reduction in value resulting from the necessary inspection of the goods to establish their nature, characteristics and operation carried out by the Purchaser upon receipt of the product. In this regard, it should be noted that the foregoing shall be understood as the sole and exclusive operation that may be carried out by the Purchaser to perform the check in question. Any manipulation of the goods carried out by the Purchaser - excessive or in any case useless for the check in question - cannot give rise to a full refund of the price paid, which must therefore be considered reduced in proportion to the reduction in value that has occurred.

9.4 The Purchaser may not exercise the right of withdrawal for purchase contracts for goods made to measure or clearly customised or which, due to their nature, cannot be returned or risk rapid deterioration or alteration.

9.5 The only costs payable by the Purchaser for returning the products and exercising the right of withdrawal under this article are the direct costs of returning the goods to the Seller.

9.6 The Purchaser who exercises the right of withdrawal in accordance with the provisions of this text will be reimbursed the sums paid for the purchase of the product alone, excluding any reimbursement of any additional expenses and shipping costs.

## **10. Return policy for Sellers / Timeframe for exercising the right of withdrawal**

10.1 The Purchaser has the right to return the products, without penalty and without specifying the reason, by simply notifying Customer Service, within 14 (fourteen) days, starting from the day the Purchaser - and/or a third party indicated by the Purchaser, in any case other than the courier and/or shipping agent - receives the last of the products purchased under this contract. The aforementioned term is to be intended as a minimum term in favour of the Purchaser, given that the Seller may at any time decide - at its own discretion - to reserve a longer period of time for the Purchaser to return the products. Finally, it should be noted that, if the right of withdrawal is exercised by a third party entitled by the Purchaser, the return procedure may only take place through direct contact with Customer Service.

10.2 Returns must be shipped at the Purchaser's expense, without undue delay and in any case within 14 (fourteen) days from the date on which the Purchaser communicated his decision to withdraw from the contract to the Seller.

10.3 Upon receipt of the returns, the Seller shall immediately check them in order to confirm their acceptance to the Purchaser. The Seller will also, as soon as possible - and in any event within 14 (fourteen) days from the Purchaser's communication of its intention to exercise the right of withdrawal - refund the sums due, without prejudice to the Seller's right to delay payment - pursuant to art. 56.3 of Legislative Decree no. 196 of 6 September 2005. Legislative Decree no. 206 of 6 September 2005 - in the event of non-receipt of returns and/or lack of proof of shipment by the Purchaser.

## **11. Communications**

11.1 Without prejudice to the cases expressly indicated, or established by legal obligations, communications between the Seller and the Purchaser will mainly take place by means of e-mail messages to their respective e-mail addresses, which will be considered by both parties as a valid means of communication and whose production in court cannot be contested simply because they are electronic documents. In any case, the Seller's right to contact the Purchaser - at the telephone address provided by the Purchaser - through its Customer Care and/or its logistics operators, for reasons related to the sale and purchase referred to in this contract and to the delivery or return of the products in question, remains valid.

11.2 Written communications addressed to the Seller, as well as any complaints will be considered valid only if sent to the following e-mail address: [shop@lashelmets.com](mailto:shop@lashelmets.com).

11.3 Both parties may change their e-mail address at any time for the purposes of this article, provided that they promptly inform the other party in accordance with the forms established in the previous paragraph.

## **12. Processing of personal data**

12.1 The Purchaser expressly declares that he/she has read both the information provided for by article 13 of Legislative Decree no. 196 of 30 June 2003 (Privacy Code), and the "privacy policy" of the Site. The rights deriving from the privacy policy and the Seller's obligations to provide information arising therefrom are examined "online", before completing the purchase procedure. The forwarding of the order confirmation therefore implies full knowledge of the same.

12.2 The Seller shall protect the confidentiality of its customers and guarantees that the processing of data complies with the provisions of the privacy law referred to in Legislative Decree no. 196 of 30 June 2003.

12.3 The personal and fiscal data acquired directly and/or through third parties by the Seller, the data controller, are collected and processed in paper, computer, telematic form, in relation to the processing methods with the aim of registering the order and activating the procedures for the execution of this contract and the relative necessary communications, in addition to the fulfilment of any legal obligations, as well as to allow for the effective management of commercial relations to the extent necessary to best carry out the service requested (art. 24, paragraph 1, letter b, Legislative Decree no. 196/2003) and for any further purposes not strictly necessary for the execution of this contract for which the Purchaser has specifically given his consent.

12.4 The Seller undertakes to treat the data and information transmitted by the Purchaser with confidentiality and not to disclose them to unauthorised persons, nor to use them for purposes other than those for which they were collected or to transmit them to third parties. Such data may only be produced at the request of the judicial authorities or other authorities authorised by law.

12.5 Personal data will only be communicated, subject to the signing of a commitment to confidentiality of the data itself, to parties delegated to carry out the activities necessary for the execution of the contract stipulated and communicated exclusively for this purpose and for any further purposes not strictly necessary for the execution of this contract for which the Purchaser has specifically given his consent.

12.6 The Purchaser has the rights referred to in Art. 7 of Legislative Decree. 196/03, namely the right to obtain a) the updating, rectification or, when interested, the integration of data; b) the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including those that do not need to be kept for the purposes for which the data were collected or subsequently processed; c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.

You also have the right to object, in whole or in part: i) on legitimate grounds, to the processing of personal data concerning you, even if pertinent to the purpose of collection; ii) to the processing of personal data concerning you, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

12.7 The communication of personal data by the Purchaser is a necessary condition for the correct and timely execution of this contract. If this is not the case, the Purchaser's request cannot be processed.

12.8 In any case, the data acquired will be kept for a period not exceeding that necessary for the purposes for which they were collected or subsequently processed. Their removal will in any case take place in a secure manner.

12.9 The owner of the collection and processing of personal data is the Seller, to whom the Purchaser may address any request at the company's headquarters.

### **13. Place of jurisdiction**

13.1 In the event of disputes arising out of or in connection with this contract, the parties undertake to seek a fair and amicable settlement between themselves.

13.2 If the dispute has not been settled in an amicable manner, and in any case within six months from the date of its commencement, the dispute shall be submitted to the exclusive jurisdiction of the Court in whose district the Purchaser is domiciled, in accordance with the provisions of Legislative Decree 206/05; in the event that the Purchaser does not have the status of final consumer or does not reside and/or is not domiciled in the Italian territory, it is agreed that any dispute, even in derogation of the rules relating to territorial jurisdiction, shall fall under the exclusive jurisdiction of the Court of Bergamo.

### **14. Applicable law and reference**

14.1 This contract is governed by Italian law.

14.2 For all matters not expressly provided for herein, the rules of law applicable to the relationships and cases provided for in this contract shall apply and, in any case, the rules of the Civil Code and Legislative Decree no. 206 of 6 September 2005 (Consumer Code).

### **15. Final clauses**

15.1 This agreement supersedes all previous agreements, understandings, negotiations, written or oral, between the parties concerning the subject matter of this agreement.

15.2 The ineffectiveness of certain clauses shall not affect the validity of the entire agreement.

### **ACCEPTANCE OF THE GENERAL CONDITIONS BY THE PURCHASER**

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Purchaser declares that he has carefully read the contract and expressly approves the following clauses:

Art. 2 (Acceptance of the conditions of sale),

Art. 3 (Modalities of purchase and sale prices),

Art. 4 (Conclusion of the contract),

Art. 6 (Mode of delivery),

Art. 7 (Limitations of liability),

Art. 8 (Warranty and assistance).