

FURLA SPA MOBILE APP GENERAL CONDITIONS OF SALE

This App page (together with the documents referred to in it) set out the terms and conditions on which we sell any of the products (“**Products**”) listed on our mobile application (“**our app**” or “**Mobile App**”) to you (“**you**”, “**Client**” or “**Clients**”). Please read these terms and conditions (“**General Conditions of Sale**”) carefully before submitting any orders for Products through our app.

You should print a copy of these General Conditions of Sale for future reference.

If you place an order for Products through our app, you agree (by clicking on the “**I Accept**” button on the order proposal form “**Order Proposal**”) to be bound by these General Conditions of Sale. If you do not expressly accept these General Conditions of Sale you will not be able to purchase Products through our app. **These General Conditions of Sale do not affect your statutory rights as a consumer.**

GENERAL CONDITIONS OF SALE

1. INFORMATION ABOUT US

1.1 The app, its features and services are operated by **FURLA S.p.A.**, a company incorporated in Italy, with its registered office at Via Bellaria 3/5 San Lazzaro di Savena (BO) 40068, Italy – VAT number 00610091209, Fiscal number 03292800376, REA BO – 278122, with a fully paid-up share capital of € 8.791.655,00 (“**we**” or “**Furla** ”).

2. SERVICE AVAILABILITY

2.1 Our app is only intended for use by people who are either resident in United Kingdom (“**Territory**”) or are purchasing Products to be delivered in or to the Territory. We do not accept orders for deliveries to any other countries outside the Territory.

3. YOUR STATUS

3.1 By placing an order through our app, you confirm that:

- (a) You have legal capacity;
- (b) You are at least 18 years old;
- (c) You are purchasing the Products as a consumer, namely for your own personal and non-business use; and
- (d) You are purchasing Products for delivery in the Territory.

3.2 Any personal data that we gather concerning you shall be collected and used only in accordance with our “**Privacy Policy**”, a copy of which is accessible at:

EN: <http://www.furla.com/gb/en/privacy-policy-mobile-app>

Please read the Privacy Policy. By using our app, you consent to the processing of your personal data and you confirm that all data provided by you is accurate and that if it changes, you will tell us promptly.

4. THE CONTRACT

- 4.1 The price, general description and Product code of each Product is displayed on our app for information purposes and does not constitute an offer by Furla.
- 4.2 All orders are subject to acceptance by us, and there is no acceptance of your order until we email you to accept it, at which point a contract will come into existence between you and us.
- 4.3 Before submitting an order through our app, it is a requirement that you read carefully all the instructions and any “**Relevant Documents**” and “**Policies**” on the app and respond where appropriate, and these General Conditions of Sale including but not limited to the Privacy Policy. If you have any doubts or do not accept any of the conditions of using this website, please do not proceed to place an order on our app. If you have any queries, complaints or want to discuss any aspect of these General Conditions of Sale, you can contact us by telephoning our customer service team 442036424849 or by writing to us at <https://www.furla.com/gb/en/contact-us/online/>.
- 4.4 In order to purchase Products you need to register on the Mobile App as a “user” or a “guest”.
- 4.5 To purchase a Product, you must:
- (i) include the selected Product in the “**Shopping Bag**” by clicking on the relevant button,
 - (ii) fill in the order proposal,
 - (iii) select the payment manner,
 - (iv) accept the General Conditions of Sale; and
 - (v) send the order proposal to Furla through our app.
- 4.6 The complete order proposal sent by you constitutes an offer by and is not a contract. When you receive an order confirmation (described below) this is confirmation of a contract between us.
- 4.7 Any error/change in data entered by you in the order proposal may be changed by you, following the process described on our app, before sending the order proposal (by way of example: you may change the quantity of Products that you intend to purchase by adding or removing one or more Products from the “**Shopping Bag**”).

- 4.8 Without prejudice to the use of data, its retention and your rights as described in our *Privacy Policy*, the order proposal and your data related to that order proposal may be kept by Furla for the period required or allowed by the applicable law. Furthermore, any contract with you will be archived by Furla for the retention period required or allowed by the applicable law.
- 4.9 An order proposal may be refused by Furla, as soon as possible and in any case before providing Order Confirmation, at Furla's sole discretion, for reasons including but not limited to:
- (i) the Product not being available (without prejudice to the relevant provisions set out under Section 5.2); or
 - (ii) a reported, suspected, fraudulent or illegal activities, or;
 - (iii) you have not fulfilled your obligations deriving from a prior contract with Furla.
- 4.10 The contract will relate only to those Products whose dispatch or supply we have confirmed in the Order Confirmation. We will not be obliged to supply any other Products which may have been part of your order unless such Products have been confirmed in a separate Order Confirmation.
- 4.11 The contract between you and Furla is completed and effective only when you receive Furla's acceptance of the order proposal sent through the process set out on our app. The acceptance (or the refusal) by Furla shall be sent to you via e-mail at the address provided by you in the order proposal ("**Order Confirmation**"). The contract between us will only be formed when we send you the Order Confirmation.
- 4.12 Despite the Order Confirmation, in the event of unavailability of one or more of the ordered Products, you will receive an e-mail notifying you of the unavailability of the Products. If this happens, the order proposal will be cancelled or amended for those ordered Products which are available. In these circumstances, you shall only pay (or shall be charged, in case of payment through a credit card) the price of the available Products and any delivery or other charges.
- 4.13 The Order Confirmation will confirm the purchased Products, the price and method of payment, information on the conditions and rights to exercise the right of withdrawal (including information on the exclusion of the right of withdrawal for personalised Products), information on delivery charges, the address to which complaints may be addressed, information on support services and on existing commercial terms and a copy of these General Conditions of Sale.
- 4.14 The contract will relate only to Products whose dispatch we have confirmed in the Order Confirmation and we will not be obliged to supply any other Products which may have been part of your order until the order of such Products have been confirmed in a separate Order Confirmation, unless cancelled by either of us beforehand.

5. AVAILABILITY AND PRODUCT INFORMATION

- 5.1 The Products available on our app are a selection of items normally available to purchase in stores. Furla however does not guarantee the availability in the stores of the Products available through the Mobile App. Pictures of the Products displayed on our app are for illustrative purposes only and may not correspond to their actual appearance.
- 5.2 Furla reserves the right at any time to limit quantities and/or type of Products available through the Mobile App. The style, models and colours of the Products described on the app may be changed without notice. During the purchasing process, an automatic response will inform you if the order cannot be processed due to the unavailability of the ordered Product. Furla is not liable towards you in case of unavailability of the Product (for whatever reason) prior to the formation of the contract.
- 5.3 Subject to your statutory rights, under no circumstances shall Furla be liable for any errors caused by a failure caused through your internet or web connection (or lack of it) to the Mobile App. Further, Furla will not accept any responsibility and will have no liability to you under the following circumstances, regardless of the reason for the damages, the cause, the nature of the damages, or the results:
- (a) any damages caused by the suspension or stoppage of the operation of the Mobile App; and/or
 - (b) any damages resulting from a third party hacking our app and for example changing the information that it provides.
- 5.4 The maximum number of pieces for each Products which can be requested by you in the order proposal is five pieces for SKU and twenty-five Products for each purchase order.
- 5.5 If we fail to comply with these General Conditions of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these General Conditions of Sale or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these General Conditions of Sale, both we and you knew it might happen. In any event, we will not be liable for any loss of data, loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.6 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 5.7 We are not liable for business losses. The app is for personal and private use only. If you use the app for any commercial, business or resale purpose we will have no liability

to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5.8 We reserve the right to refuse any order placed by you at our sole discretion.

6. TRANSPORT AND DELIVERY

6.1 Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Order Confirmation, unless there are exceptional circumstances. The delivery date will be arranged by us in accordance with our operators in the area of the delivery and will vary based on the delivery address, type of Products and other relevant factors.

6.2 Products shall be delivered to the address confirmed by you in the order proposal. Your signature (or of a nominated representative) will be required at the time of delivery. Furla shall not deliver to:

- (a) PO boxes.
- (b) lodging facilities such as hotels or inns, public facilities, airports and ports;
- (c) entities or individuals which provide products forwarding services to overseas;
- (d) any other locations where Furla reasonably determines that the address of the customer is unknown; and
- (e) any other country outside the Territory.

6.3 If you so request, Furla can provide you with invoice for the Products and email it to you. The invoice will be based upon the information provided by you at the time of the order. No alterations to the invoice are possible after it has been issued.

6.4 Delivery charges shall be borne by you and are indicated separately on the Order Confirmation and in the Shopping Bag prior to the formation of the contract.

6.5 The purchased Product(s) shall be delivered by a courier service selected by Furla (hereinafter “**Courier**”). The purchased Products will be delivered on “business” days (i.e. not Saturdays, Sundays and local or national holidays) within 5-6 business days from Shipping Confirmation (except where a Force Majeure event or unforeseeable circumstances occur).

6.6 At the time of delivery of the Products by the Courier, you (or a named representative) are required to verify:

- (a) that the addressee indicated on the delivery note is correct; and
- (b) that the packaging and its seals are intact, undamaged, not wet or altered in any manner.

- 6.7 Any damage to the packaging and/or the Product(s), or discrepancies in the addressee references or documentation must be immediately noted in writing by you on the Courier's delivery note. Except to the extent permitted under the applicable law, once the Courier's document has been signed by you (or your representative) and you have not noted nor raised an objection, you may not complain about the exterior condition of the parcel. You are entitled however to subsequently raise objections or complain in relation to any other features related to the Product(s) in accordance with the conditions set out in clause 10 below.

7. SHIPPING CONFIRMATION

- 7.1 We will send you a shipping confirmation via e-mail once the Products are dispatched ("**Shipping Confirmation**").

8. RISK AND TITLE

- 8.1 The risk of loss of or damage to the Products shall pass to you when the Products are delivered to you (or a third party nominated by you, other than the carrier).
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

9. CONSUMER RIGHTS

- 9.1 In addition to the rights granted under this clause 9, and your statutory rights as a consumer, you may cancel a contract for a Product at any time respectively within a) fourteen calendar days as from the day after you received the relevant discounted Products and b) thirty calendar for Products other than the ones described in point a) (**the Cancellation Period**). If you cancel, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 11 below).
- 9.2 To cancel a contract, you must inform us in writing within the Cancellation Period. You must also return any related Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation and no refund will be granted
- 9.3 These provisions do not affect any statutory rights that you may have.
- 9.4 Without prejudice to rights granted in clause 10, the right of cancellation referred to in clause 9.1 does not apply to orders for personalised Products, such as, for example (but not limited to), those with your initials engraved on the Product.

10. LACK OF CONFORMITY

- 10.1 If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. For detailed information please visit the Citizens Advice website or call 03454 04 05 06.
- 10.2 If a Product sold by Furla has manufacturing defects or the Products do not conform to the description provided or are not fit for purpose, you must contact Online Support by using the following link: <https://www.furla.com/gb/en/contact-us/online/>
- 10.3 Furla, in this event, will be prepared to give you an appropriate reduction in the price of the Products, or allow for the contract to be cancelled depending on the circumstances.
- 10.4 The delivery costs for returning the Product to us to be repaired or replaced under this clause shall be borne by Furla, as well as any reasonable costs related to the delivery to you of the repaired or replacement Product.

11. OUR REFUNDS POLICY

- 11.1 If you would like to return a Product to us, please contact us using the form available at the following link:

<https://www.furla.com/gb/en/returns/>

- 11.2 When you return a Product to us according to paragraph 11.1 above:
- (a) because you have cancelled the contract between us within the fourteen-day cooling-off period (see clause 9.1 above), we will process the refund due to you as soon as possible and, in any case, within 14 days from the day on which we receive the product back from you or if earlier, the day on which you provide us with evidence that you have sent the product back to us. In this case, we will refund the price of the Product in full (excluding the cost of sending the item to you) and the cost incurred by you in returning the item to us.
 - (b) for any other reason (for instance, because have notified us in accordance with clause 20 that you do not agree to any change in these General Conditions of Sale or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case,

within 14 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the defective Product to you and the reasonable cost incurred by you in returning the defective Product to us. The cost of sending the defective Product to you, will be refunded to you if that Product was not included in a multiple order.

11.3 Please note that for those circumstances described in clause 11.2 above, you must also return the Products to us immediately, in the same condition in which you received them. You must take reasonable care of the Products while they are in your possession. We may be able to claim compensation from you and no refund will be granted if:

- (a) there is evidence that the Products have already been used (wrinkles, damage, odours)
- (b) the Products were originally purchased in a store
- (c) the Products do not have their attached tags
- (d) part of the Products, or accessories, are missing
- (e) packing materials are missing; and
- (f) the statement of delivery enclosed when sending the Products is not returned.

11.4 We will usually refund any money received from you by way of deposit on the same credit card used by you for the purchase of the Products. Where you make payment through Paypal account, the refund will be executed by Furla directly to your Paypal account. Where it is not possible to refund the money as set out above, we will refund by way of bank transfer. It should be noted that you must also return any related Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk.

11.5 We may have to cancel an order before the Products are delivered due to an event outside of our control or the unavailability of stock. If we have to cancel your order, any payment we have received for any Products which have not been delivered will be refunded to you.

12. PRICE AND PAYMENT

12.1 The price of any Products will be as quoted on our app from time to time, except in cases of obvious error. Our app seeks to display accurate Product information at all times.

12.2 The prices of the Products are set out on the Mobile App in Euros or in your local currency and are inclusive of all applicable taxes and charges. Delivery costs (including custom duties) shall be added to the price of the Products and are set out separately on the Shopping Bag.

- 12.3 In the event that you are entitled to an exemption from VAT or to pay a lower rate of VAT (e.g. diplomats and non-EU Clients) we will provide you with a reduction in the VAT or with VAT exemption only after you have sent us and we have received all the necessary and appropriate documentation in order to enable us to properly process that reduction or exemption, listed as follows:

For Diplomatic Tax Exemption:

- (a) Copy of your valid passport or official Identity card;
- (b) Copy of Order Confirmation and Shipping Confirmation;
- (c) Declaration issued by local governmental authority certifying the diplomat status;

So that we may process a Tax Refund application, you shall send to us a copy of the documents listed above to the following email address: boutiqueonline@furla.com

For Foreign Client (non-EU Clients) Tax Refunds:

- (a) Copy of Order Confirmation and Shipping Confirmation with custom stamp certifying the exportation of the Products purchased from within the European Union; and Copy of the Foreign Client's valid passport or official identity Card certifying they are resident outside of the European Union.

To duly process a Tax Refund application, you shall send to us a copy of the abovementioned documents (for Foreign Clients within and not later than 3 months from the issuance of the purchase order) to the following email address: boutiqueonline@furla.com

- 12.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
- 12.5 Our app contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our app may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product. If a Product's correct price is higher than the price stated on our app, we will normally, at our discretion, either contact you for instructions before dispatching the Product or reject your order and notify you of such rejection.
- 12.6 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and manifest and could have reasonably been recognised by you as a mis-pricing.
- 12.7 Payment of the price of the Products included in the order proposal and the relevant delivery charges shall be paid by the Client by credit card, debit card, PayPal. For credit card payments, the transaction shall abide by any separate contractual conditions between you and your credit card company.

- 12.8 Payment of the price of the Products included in the order proposal and the relevant delivery charges shall be paid by credit or debit card or PayPal.
- 12.9 Furla accepts payments made with the following payment cards: Visa; MasterCard; American Express.
- 12.10 Around the time the Order Confirmation is sent, the transactions will only be debited from your card; after:
- (a) the payment card data has been verified;
 - (b) the authorization to debit the payment card has been received from the issuer of the card used by you, and
 - (c) the availability of the Product has been confirmed by Furla.
- 12.11 You warrant that the details you provide to us for the purpose of ordering or purchasing goods are correct, that the credit or debit card account you are using is your own and that there are sufficient funds to cover the cost of the goods or services ordered.
- 12.12 In the case of a dispute occurring between you and the payment card company, lender etc. in regard to fees or any other obligations related to your payments to our app, you and the concerned third party shall resolve the issue between yourselves.
- 12.13 No debit shall be made at the moment of transmission of the order proposal, with the exception of the temporary charge necessary to check the payment card's validity, if any. Once the order process is completed, the temporary charge will be cancelled and replaced by the amount due by you. Further where an order is cancelled, this temporary charge will also be cancelled as well.
- 12.14 In the event that, for any reason, it is impossible to debit the amount due by you within the time required by us (see clause above 12.13), the contract will not be executed and the order will be cancelled.

13. WRITTEN COMMUNICATIONS

- 13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our app, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Mobile App. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. NOTICES

- 14.1 All notices given by you to us must be given through the following form:

<https://www.furla.com/gb/en/contact-us/online/>

- 14.2 We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our Mobile App, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

- 15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 15.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.
- 15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

16. EVENTS OUTSIDE OUR CONTROL

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Interruption, failure or non-performance of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Interruption, failure or non-performance of public or private telecommunications networks.
 - (f) Any law or action taken by a government or public authority.
- 16.3 Our performance under any contract is deemed to be suspended and we shall not be in breach of these General Terms and Conditions of Sale or otherwise liable for any such failure or delay in the performance of such obligations for the period that the Force

Majeure Event continues, and the time for performance of such obligations shall be extended accordingly . We will use our reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of our obligations under the contract or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

17. WAIVER

- 17.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these General Conditions of Sale, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 17.3 No waiver by us of any of these General Conditions of Sale shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clauses 13 and 14.

18. SEVERABILITY

If any of these General Conditions of Sale or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will survive and continue to be valid and remain in full force and effect and continue to be binding and enforceable to the fullest extent permitted by law.

19. ENTIRE AGREEMENT

- 19.1 These General Conditions of Sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 19.2 We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these General Conditions of Sale.
- 19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these General Conditions of Sale.

20. OUR RIGHT TO VARY THESE GENERAL CONDITIONS OF SALE

- 20.1 We have the right to revise and amend these General Conditions of Sale from time to time to include but not limited to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our information or other system's capabilities.
- 20.2 Your use of the app will be subject to the Policies and General Conditions of Sale in force at the time that you order products from us, unless any change to those policies or these General Conditions of Sale is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these General Conditions of Sale before we send you the shipping confirmation (in which case we have the right to assume that you have accepted the change to the General Conditions of Sale, unless you notify us <https://www.furla.com/gb/en/contact-us/online/> to the contrary within seven working days of receipt by you of the Products).

21. COPYRIGHT AND TRADEMARK

- 21.1 All rights pertaining to the content on our app (including but not limited to text, images, video, voices, programs etc.) belong to Furla S.p.A. None of the articles, photos, illustrations or information on our app may be used without the prior permission of Furla.
- 21.2 All of the trademarks and service marks used on our app belong to Furla. or are used by us with permission or under licence. Their unauthorised use is not permitted.

22. LINKS

- 22.1 When creating a link to our app, we may decline the link depending on the content of the website being linked from and the method of that link. Furthermore, Furla in no way guarantees the content of any sites to which it is linked and bears no responsibility at all for any damages incurred by a site that is linked to our app.

23. LAW AND JURISDICTION

- 23.1 These General Conditions of Sale and, therefore, the contracts entered into with you are governed by and will be interpreted in accordance with the laws of England and Wales.
- 23.2 Any disputes arising from the interpretation, validity and/or application of these General Conditions of Sale shall be subject to the territorial jurisdiction of the competent court of your place of residence or domicile.