



The following General Terms and Conditions of Sale together with the documents referred to below, including the Privacy Policy and General Terms and Conditions of Use govern the offer and sale of products on our website, "Ema-Bia.com". Please read these terms and conditions carefully before ordering any products. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions.

The products purchased on Ema-Bia.com are sold directly by EMA-BIA di Emanuela Bianchi ditta individuale ("EMA-BIA" or the "Vendor"), EMA-BIA has its registered office in Italy at Via G. Donizetti, 4 – 21100 Varese, Iscr. Reg. Imp., P.IVA n. 03616170126

Requests for information should be made through our Customer Care: contact EMA-BIA at the reference publish on the web site.

If you need any assistance, contact Ema.Bia.com, where you will find ; information on orders, shipping, refunds and returning products purchased on Ema-Bia.com, as well as and other general information on the services provided by Ema-Bia.com.

## **1. Our Business Policy**

1.1 EMA-BIA offers products for sale on Ema-Bia.com and its e-commerce business services are available exclusively to its end users, i.e. the "Consumers".

1.2 "Consumer" shall mean any individual who is acting for purposes which are outside his or her trade, business or profession. If you are not a Consumer, please do not buy any products on Ema-Bia.com.

1.3 EMA-BIA reserves the right not to process orders received from users who are not "Consumers" and any other order which does not comply with EMA-BIA's business policy.

1.4 These General Terms and Conditions of Sale (together with the documents referred to herein) regulate the offer, transmission and acceptance of purchase orders relating to products on Ema-Bia.com between the users of Ema-Bia.com and EMA-BIA.

1.5 The General Terms and Conditions of Sale do not regulate the supply of services or the sale of products performed by third parties that are on Ema-Bia.com through links, banners or other hypertext links. Before sending orders and purchasing products and services from those third parties, we recommend that you verify the third party's terms and conditions. Under no circumstances shall EMA-BIA be deemed liable for the supply of services provided by third parties or for the execution of e-commerce transactions between users of Ema-Bia.com and third parties.

## **2. How to Execute a Contract with EMA-BIA**

2.1 To place an order for the purchase of one or more products on Ema-Bia.com, you must fill out the online order form and send it electronically to EMA-BIA, following the relevant instructions.

2.2 Before submitting your order form for the purchase of products, you will be asked to carefully read the General Terms and Conditions of Sale, the terms and conditions for returning purchased product and Privacy Policy, the specific section of Ema-Bia.com will permit to print a copy using the print option and to save or reproduce a copy thereof for your own personal

The order form contains a link to these, and also contains information on the main characteristics of each product ordered and the relevant unit price (including all applicable fees and taxes), the type of payment that you may use in order to purchase each product, shipping terms for the purchased products, shipping and delivery costs, and references to the terms and conditions for returning purchased products, in accordance with consumer protection legislation.

2.3 An order shall be deemed submitted when EMA-BIA receives your order form electronically and the order information has been verified as correct.



2.4 The order form will be filed in our data base for the time required to process your order and as provided by law.

2.5 Before submitting the order form, you will be asked to identify and correct possible input errors.

2.6 The submission of orders to EMA-BIA must be in English.

2.7 After your order form has been submitted, EMA-BIA will process your order.

2.8 EMA-BIA may not process purchases when there are not sufficient guarantees of solvency, when orders are incomplete or incorrect, or the products are no longer available. In the above cases, we shall inform you by e-mail that the contract has not been executed and that EMA-BIA has not carried out your purchase order specifying the reasons thereof. If the products displayed on Ema-Bia.com are no longer available at the time of your last access or once EMA-BIA has received your order form, EMA-BIA shall inform you of the unavailability of the ordered products within EMA-BIA has received your order.

If the order form has been sent and the price has been paid for items that are no longer available, EMA-BIA will refund the amount paid for those items.

2.9 By submitting an order form to EMA-BIA, you unconditionally accept and undertake to observe the provisions of these General Terms and Conditions of Sale in your contract with EMA-BIA. Should you not agree with certain provisions of these General Terms and Conditions of Sale, please do not submit your order form for the purchase of products on Ema-Bia.com.

2.10 By submitting an order form, you agree and accept these General Terms and Conditions of Sale as well as further conditions contained on Ema-Bia.com, through links, including the General Terms and Conditions of Use and Privacy Policy

2.11 Upon submission of an order form, EMA-BIA shall send you a purchase order receipt e-mail, containing a summary of the information related to the order form (General Terms and Conditions of Sale, the products' main characteristics, detailed information on price, terms of payment, return policy and shipping costs).

2.12 We would like to remind you that all items purchased are intended for use in the country they were ordered from. If, however, you decide to take the items to another country, you will be responsible for adhering to both the exportation legislation of the order country and the importation legislation of the destination country. EMA-BIA shall not be held liable.

### **3. Guarantees and Product Price Indication**

3.1 On Ema-Bia.com, we offer for sale top-quality products. These products are manufactured exclusively for EMA-BIA.

3.2 EMA-BIA does not sell second-hand products, flawed products or products of lower quality than the corresponding market standards.

3.3 The main characteristics of products are shown on Ema-Bia.com on each product page. The products offered for sale on Ema-Bia.com may not exactly correspond to the real garments in terms of image and colours due to the Internet browser or monitor used.

3.4 Prices are subject to change and will be as quoted on our site from time to time, except in cases of obvious error. Check the final price of sale before sending the relevant order form.

3.5 Orders made from a country site different from the one you are shipping to, or to addresses to which EMA-BIA cannot ship, will be automatically cancelled.

3.6 All Products sold by EMA-BIA come with an identification tag attached with a bar code identification . When trying on the products you should not remove or alter the tag I from the purchased products should you wish to return the purchased product.

3.7 As a Consumer (as defined at section 1.2 above), you are entitled to various statutory warranties including a warranty that the products supplied to you conform with your contract with us.

3.8 All products sold by the Vendor are covered by a guarantee for lack of conformity, as provided by the Italian law (2 years). You shall inform the Vendor of the existence of any such lack of conformity within a



period of two (2) months from the day when you detected the lack of conformity. Please contact EMA-BIA.

In case of lack of conformity, you may choose between the repair or replacement of the product. If these remedies are impossible or disproportionate you are entitled to either require the Vendor to make an appropriate reduction in the price or to terminate the contract.

#### **4. Payments**

4.1 Payment of the product prices and relevant costs for shipping and delivery must be made by using one of the procedures indicated on the order form.

4.2 In the case of payment by credit/debit card, all details (for example, card number or expiration date) will be sent by encrypted protocol to dedicate banks which provide remote electronic payment services, without third parties having any access thereto whatsoever. Such details will not be used by EMA-BIA except for performing the procedure relevant to your purchase or issuing refunds in the case of returns, in compliance with the exercise of your return right or for reporting cases of fraud to the police. The price for the purchase of products and the relevant costs for shipping and delivery, as indicated in the order form, will be charged to your current account when the purchased order is completed

#### **5. Value Vouchers**

5.1 Value vouchers are personalised codes, also referred to as EMA-BIACODES, which allow you to take advantage of a discount on your purchase on Ema-Bia.com.

5.2 The EMA-BIACODE box is displayed during the purchase process

5.3 Restrictions to the use of value vouchers:

- a. The value voucher can be used only once, with the exception of returns (as specified in paragraph 5.4);
- b. The value voucher cannot under any circumstances be exchanged for money;
- c. You may not use more than one value voucher per order;
- d. The value voucher can be applied only to one item per order;
- e. The value voucher can be applied only to items with a higher value than the voucher itself;

5.4 In accordance with consumer protection legislation, if for any reason you wish to return the item to which you applied the value voucher, you should follow the standard return procedure. Once your return has been accepted, the respective code will be restored to its original value. The difference in price between the value voucher and the item you purchased will be reimbursed, according to the time frame of the applicable refund procedure.

#### **6. Shipping and Delivery of the Products**

6.1 For specific product shipping and delivery procedures, please read carefully the instructions given during the purchase process ,the information provided in these sections forms an integral part of these General Terms and Conditions of Sale and, consequently, shall be deemed to be fully read and accepted by you at the time your order form is sent.

#### **7. Customer Care**

7.1 For any information please contact EMA-BIA



7.2 We would like our social media channels (Facebook , Twitter and Instagram) to be a place for dialogue and sharing. The pages are open to everyone for comments and the objective is to encourage dialogue between all users.

The following behaviour is not allowed:

- (i) We are happy to receive your comments when they are coherent and pertinent: we reserve the right to remove those which are not related to individual discussions, those relating to external site activities, or those that include commercial promotions unauthorised by YNAP S.p.A.
- (ii) We will remove comments of all types that contain impolite language, vulgarity and insults aimed at those who run or moderate the site or other users. We will not tolerate any offensive comments aimed at minorities, whether ethnic, political, religious or otherwise.
- (iii) The violation of copyright and/or the use of registered trademarks without prior permission is not permitted.

We remind you therefore that illegal activity which discredits, threatens or spreads third party data without being authorised will not be tolerated. In this case, we will contact the necessary authorities.

If we consider it appropriate, we will report the content in question to Facebook and Twitter. After repeated violations of this policy, the user responsible may be banned. Please do not share any information, whether direct or indirect, about your purchase orders on our social media pages, or any information that includes your personal data. For enquires in which you require assistance please contact us via private message. Otherwise, if contacted publicly we will invite you to continue the conversation in private by offering you direct and reserved access to EMA-BIA, a service which reserves the right to not respond publicly.

## **8. Consumer Rights, the Cooling-Off Period, Exchanges and Returns of Products, in accordance with consumer protection legislation**

8.1 In accordance with consumer protection legislation, you have the right to cancel your contract with EMA-BIA in relation to products purchased from Ema-Bia.com, without any penalty and for any reason, by notifying EMA-BIA in writing within fourteen (14) calendar days, beginning on the day you receive the products. In this case you will receive a full refund of the price of the products including standard delivery costs, if any have been paid (but excluding supplementary costs for expedited delivery options, gift wrapping and other additional expenses) ;in accordance with this Clause 8 .

8.2 You should return the products to EMA-BIA within seven (7) calendar days of the date you notify EMA-BIA of the cancellation, in the same condition in which you received them and at your own expense. You have a legal obligation to take reasonable care of the products whilst they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

8.3 Except in certain specific circumstances, approved by EMA-BIA, you are not permitted to exchange or to replace purchased products with other products. Exchanges are allowed in certain circumstances if requested not later than fourteen (14) calendar days from the date of delivery of the products by using the return or exchange form on our website which can be accessed by inputting your order number (the "Return Form").

8.4 To return or exchange products you may choose one of the following methods, in accordance with consumer protection legislation, within fourteen (14) calendar days beginning on the day you received the products

- i) use of the Return Form (in conformity with the standard form in accordance with consumer protection legislation, to be duly compiled and submitted to the Vendor



The right to return – in addition to compliance with the terms and procedures above – is exercised properly when the following conditions have also been met:

- a. the products should not have been used, worn, washed or damaged;
- b. the identification tag should still be attached to the products;
- c. the products should be returned, complete and unused, with their original packaging(; if you want to return a kit, it should include all of its components);
- d. the products should be returned to EMA-BIA within seven (7) calendar days of the date you notify us of your decision to cancel.

8.5 If you cancel the contract within the fourteen (14) calendar days cooling-off period pursuant to this Clause 8, we will process the refund due to you in accordance with consumer protection legislation as soon as possible and, in any event within:(a) where you return the products yourself, thirty (30) calendar days of the day on which you gave notice of your cancellation; or ten (10) calendar days from the time we receive the returned products. EMA-BIA will refund the price of the product in full, including standard delivery costs, if any have been paid (but excluding supplementary costs for expedited delivery options, gift wrapping and other additional expenses). (b) where we collect the products from you through our approved courier (just in case of delivery of damaged product), thirty (30) calendar days of the day on which you gave notice of your cancellation; or ten (10) calendar days from the time we receive the returned products You will be responsible for the cost of returning the products to us provided that the reason for the return is not because of an error on our part or because the item is faulty or defective. In accordance with consumer protection legislation, you may be liable for, and we may deduct from any refund due to you, any decrease in the value of the returned products caused by your handling of the products, save to the extent necessary to ascertain the characteristics, functions or nature of the products. Other than as set out herein, you will not incur any fees as a result of your request for reimbursement. ;

8.6 You can return the products to EMA-BIA either by:

- e. by packaging the relevant products securely and sending them, at your own risk and cost, to EMA-BIA using your return number (as provided via the online Return Form) at the following address EMA-BIA EMA-BIA c/o TDE Srl Via Castellazzo 10 20040 Cambiago – Milano. For your protection, we recommend that you use a courier service if you choose to return the goods other than via the pre-paid mechanism and approved courier as detailed at this clause 8.6(a).
- f. the approved courier (as indicated on the online Return Form - only for product damaged at origin) via the label that will be provided together with the return form approval , and EMA-BIA shall deduct from your refund the cost of return postage;

8.7 In accordance with consumer protection legislation, the cancellation right set out in this section 8 does not apply to: (a) sealed products unsealed by you following delivery, where return of such products is unsuitable due to health protection or hygiene reasons; (b) products comprising sealed audio or video recordings (such as DVDs and CDs) or computer software, if the product becomes unsealed after delivery; (c) products which are made to your specifications or clearly personalized; or (d) products which have become inseparably mixed with other items after delivery.

Nothing in this section 8 affects your applicable statutory rights under any other applicable law.

## **9. Items returned because they are damaged, defective or incorrect**



9.1 If you are returning a product because of an error on our part or because it is damaged or defective, we will refund the delivery charges incurred in sending the item to you and pay your costs of returning it to us (either via a pre-paid return label using the EMA-BIA approved courier (as indicated on the Return Form), or by refunding your return postage costs). ;This right is additional to your statutory right to cancel as set out in section 8

9.2 You must notify EMA-BIA of an error in respect of the products delivered or of a damaged or defective product within fourteen (14) calendar days of receipt, if a product becomes faulty after the thirty (30) days please contact EMA-BIA to obtain further returns information. You must return the products in the same condition in which you received them. You have a legal obligation to take reasonable care of the products whilst they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

9.3 To return the products:

- you should notify us in writing as soon as practicable and in any event within fourteen (14) calendar days, by completing and submitting the Return Form or by sending the Vendor another declaration explicitly stating your decision to withdraw from the contract. You should keep a record of your cancellation notice;
- the products should not have been used, worn, washed or damaged;
- the identification tag should still be attached to the products with the disposable seal;
- the products should be returned, complete and unused, with their original packaging (if you want to return a kit, it should include all of its components);
- the products should be returned to EMA-BIA within seven (7) working days following notification to EMA-BIA of the damaged or defective product or EMA-BIA error.

9.4 You can return the products to EMA-BIA either by:

- by packaging the relevant products securely and sending them, at your own risk and cost, to EMA-BIA using your return number (as provided via the online Return Form) at the following address EMA-BIA EMA-BIA c/o TDE Srl Via Castellazzo 10 20040 Cambiago – Milano. For your protection, we recommend that you use an accredited courier service.
- the approved courier DHL (as indicated on the online Return Form - only for product damaged at origin) via the label that will be provided together with the return form approval , and EMA-BIA shall deduct from your refund the cost of return postage;

9.5 EMA-BIA will examine all products returned as damaged or defective and will notify you of your refund via e-mail within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any event, within thirty (30) days of the day we confirm to you via e-mail that you are entitled to a refund for the damaged or defective product. Subject to acceptance by EMA-BIA of the damaged or defective goods, products returned by you because they are damaged or defective will be refunded in full, including the cost of delivery for sending the item to you and the cost incurred by you in returning the item to EMA-BIA. In the event that EMA-BIA find no fault with the returned products, you will be notified that the returned products cannot be accepted and you may elect to have the products re-delivered to you. If you do not accept re-delivery EMA-BIA reserve the right to retain the products and the purchase price and recover EMA-BIA's fees and expenses from you.

## **10. Privacy**



10.1 You will find information on how we process your personal data by clicking on Privacy Policy

10.2 You are advised to read, if you haven't already done so, our General Terms and Conditions of Use which also contain important information on how we process the personal data of our users and on the security systems of Ema-Bia.com.

10.3 For further information on our Privacy Policy you can contact us at [info@ema-bia-com](mailto:info@ema-bia-com)

## **11. Governing Law**

11.1 These General Terms and Conditions of Sale are governed by Italian law and in particular by Italian legislative decree 6 September 2005 no. 206 on distance contracts and by Italian legislative decree 9 April 2003 no. 70 on certain aspects related to e-commerce

Please note that the European Commission provides a platform for alternative extra-judicial resolution of disputes, available on the website <http://ec.europa.eu/odr>

## **12. Amendments and updates**

12.1 The General Terms and Conditions of Sale may be amended from time to time due to new laws and regulations or other reasons. The new General Terms and Conditions of Sale shall be effective as of the date of publication on Ema-Bia.com