

GENERAL TERMS AND E-COMMERCE AGREEMENT CONDITIONS

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DEFINITIONS

TRADER

Trader means the company that uses Information Technology services to sell products online, pursuant to art. 2 of the Directive 83/2011.

Online sales CONTRACT

Online sales contract means the contract concluded between the Trader and the Customer under an organised distance sales or service-provision scheme with the use of means of distance communication.

WEBSITE

Website means the website connected to the domain name pursuant to art. 3 and it matches to the e-commerce platform used by the Seller.

GOODS

Products sold by the website are accessories for body's ornament, branded by the trademark Sologioia; pictures and/or videos in this website are presented solely for the purpose of promoting the product.

CUSTOMER

Customer means the subject that provides for his own website registration and/or that provides for the purchase of goods presented.

CONSUMER CODE

Italian law: D.L. 6 settembre 2005, n. 206, hereinafter "CdC"

CIVIL CODE

Italian law: R.D. 16 marzo 1942, n. 262, hereinafter "c.c."

CONSUMER

Consumer means any natural person who is acting for purposes which are outside his trade, business, craft or profession.

PURCHASE ORDER

The purchase order is the customer order, in electronic format, carried out according to the procedure described on the website and that constitutes a contract proposal by the Customer for the purchase of the selected products.

1. TRADER IDENTIFICATION

Corporate name: N'UOVA s.a.s.
Legal head office: Viale Alessandro Manzoni 42
Cap. 15048 – Valenza (AI) - Italy
C.F./P.iva: IT02216410064
REA/Reg. Imprese: AL- 236618

Tel: +39 0131 954637 (Monday - Friday, 9.30am – 6.30pm UTC/GMT+1)

E mail: info@sologioia.com
Pec: nuovasas@pec.it

Hereinafter referred to as "Company" or "Sologioia".

2. OBJECT

By means of this contract the Customer buys products online through the website organized by the Company and identified by the domain name Sologioia.it (e-commerce), integrated by sologioia.com, titaniumjewelsdesign.com, gioiellintitanio.com, joyasdetitanio.com and designtitanschmuck.com.

These sales conditions, pursuant to art. 1341 c.c., are available on the Company website.

Pursuant to art. 12, D.lgs. no. 70/2003, the Company shall inform the Customer that each order, which will be sent, will be stored for the purposes of law, in accordance with confidentiality and safety standards.

3. PRICES AND ADDITIONAL COSTS

The sale prices of the products included in the Company website are expressed in Euro and are inclusive of VAT and of any other taxes. The Product price is the one indicated on the Website when the Consumer place the order.

The *shipping costs*, which will be clearly displayed before completing the order, are charged to the customer.

Taxes and duties

Orders will be shipped from Italy and for the deliveries inside EU will not applied customs duties.

Orders delivered in a Country outside EU are subject to any additional charges (customs duties) that cannot be estimated before shipping; therefore, these costs are not indicated in the contract. The amount of such taxes must be verified by the customer, remaining on his account.

4. CUSTOMER'S OBLIGATIONS

Accepting the agreement, the Customer is forced to pay the price of purchased good in the time and manner indicated in the Sologioia website.

The Customer will be allowed only pay through one of the methods expressly outlined by Sologioia and the payment represents the execution of the agreement.

Communication channels, used for payment, are protected to guarantee the security of transactions and the privacy of the Customer.

The Customer must print this contract, which he has declared to know before purchase confirmation or store it in a durable support.

5. PAYMENT REFUSAL AND ORDER CANCELLATION

Sologioia reserves to itself the right to refuse payment for security reasons and consequently to cancel the orders in following cases:

- A) in case of doubt on the validity of the order
- B) in case of suspected fraud

6. NON-PAYMENT AND TITLE RETENTIONI

Ordered goods remain the property of Sologioia until paid for in full and finally of their price, pursuant to art. 1523 and following c.c.

In the event of non-payment the Company reserves the right to claim the products ordered.

Under these circumstances and at the request of the Trader, the Customer will agree to return any not paid goods, and he will have to bear the costs.

7. WITHDRAWAL RIGHT

The Consumer shall have the right to withdraw from the contract, without incurring any penalty and without specifying the reason, within 14 (fourteen) days from the day on which the Product is delivered, sending an explicit statement to the Company address (email customercare@sologioia.com), or to the phone number 0131954637, or through fax 0131954637, or through sms to the number 3805208458, or through postal service..

In case of dispute, the Customer must prove that he exercised the right under the terms of law. The right of withdrawal shall be excluded if goods are made to measure and/or custom, and in more hypothesis pursuant to art. 59 C.d.C.

8. REIMBURSEMENT

Any refund to the Customer will be made within fourteen days after receiving the returned item, using the same means of payment used by the Consumer, unless otherwise agreed with him. The Customer will be contacted by customer service staff for the necessary communications and further possible alternative agreements.

9. AVAILABILITY OF PRODUCTS

The availability of the products listed on the website is not to be considered binding for Sologioia, which will inform the Customer via e-mail indicated during registration or by sending the order, if the product is no longer available or any necessary waiting time. Therefore, the Customer has the opportunity to confirm or not the order because of that information and, if so, he will receive an additional summary via e-mail.

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10. CONCLUSION OF THE CONTRACT

The online sales agreement is concluded and binding for both parties when the Customer receives by Sologioia the confirmation via e-mail, following the verification of product availability and after the charge of the corresponding sale amount.

11. DELIVERY OF THE GOOD

Sologioia will deliver the products selected and ordered, according to the procedures indicated on the website at the time of the product offer, as confirmed in the e-mail summary.

The *shipping time* (usually 4-6 business days in Europe, 6-12 business days in the rest of the world) should not exceed thirty days, except in accordance with the Customer an additional time. If the goods cannot be delivered within the additional period, the Customer has the right to withdraw from the contract and the Company shall proceed to must the entire amount already paid out.

In case of specific *customizations* or changes, implemented to measure and requested by the Customer, delivery times will be extended to enable the realization of customization.

All risks of loss or damage to the goods shall be borne by the Company until the time of physical delivery to the Customer.

The Customer or his agent, at the time of delivery of the goods by the courier, *must check that the packaging is not damaged*, not wet and not altered the sealing materials. Otherwise, the Customer or his agent will challenge and reject the damaged goods from the courier. Once received damaged package, Sologioia will provide a new shipment, without applying additional costs to the Customer.

In case of payment via Paypal, will be applied the terms and any more favorable conditions provided by Paypal.

12. RETURN OF PRODUCTS IN CASE OF WITHDRAWAL

All returns must be authorized by Sologioia, who may propose a non-binding agreement with a courier.

All shipping costs of returns are paid by the Customer except for the initial shipping costs.

Sologioia is in no way responsible for damage or theft/loss of goods returned by uninsured shipments.

Returns must be returned to Sologioia within their original packaging, complete (with any accessories, boxes, certificates, labels, etc), in perfect condition and with a copy of the purchase invoice.

Returns shipped with cash on delivery will not be accepted.

After the receipt of the returned goods, the Company will proceed immediately to verify their condition and within 14 (fourteen) days will credit to the Customer the cost of goods (as indicated on the invoice), possibly deducting the amount of the costs of return and any additional charges (for example the customs duties) which are charged by the Customer.

If the returned goods are found to be not complete, worn, dirty and otherwise damaged to other than what is necessary to establish the nature, characteristics and functioning, *Sologioia can deduct a recovery cost* equal to the actual decrease in value.

In case of damage during transport of the returned item, Sologioia will immediately inform the Customer, to enable him to file a timely complaint against the courier and obtain a refund of the value of the product (if insured); in this case, the withdrawal request will be canceled and the product will be returned to the Customer.

During the period established by the C.d.C. for the exercise of the withdrawal right, the Customer is responsible for the goods safekeeping. In case of damage during the custody of the product by the Customer, the right of withdrawal will be forfeit.

13. LIMITATION OF LIABILITY

Sologioia is not liable for mistakes resulting from force majeure (by way of example, not exhaustive, internal staff strikes and/or external to the Company, natural disasters, etc.).

Sologioia isn't liable, except in cases of intentional wrongdoing or gross negligence (pursuant to art. 1229 c.c.), for disruptions related to the use of Information Technology Services (by way of example, not exhaustive, the difficulty of access to the Internet, momentary disruption, total or partial failure to display the contents of the website, caused by inadequate equipment and programs). Sologioia will not be held liable for damage, loss or costs incurred by the Customer for breach of contract, though this depends on causes not due to him. In this case the Customer will be entitled only to a refund of the price and any charges already paid.

14. PRODUCT QUALITY AND SEAL OF WARRANTY

Each item is handcrafted and therefore it is considered unique and unrepeatable.

Some variations in color and form are typical of craftsmanship and are therefore not attributable to manufacturing defects, but emphasize the uniqueness of the product.

To protect the Customer, before shipping, each product is carefully checked by our craftsmen, which ensures compliance and quality, it's placed in a clear plastic bag and it's finally packed with a warranty seal.

Before breaking the warranty seal and open the transparent envelope the Customer is required to visually check product for scratches and/or dents and the color that corresponds to the ordered product. Otherwise the Customer must immediately report the defect to our Customer Service via e-mail (customer@ologioia.com) or by phone (+39 0131 954637 Mon-Fri, 9.30 am - 6.30 pm UTC/GMT +1).

15. LEGAL GUARANTEE AND LIABILITY FOR FAULTY PRODUCTS

The warranty of our products is 24 months; the Customer will be responsible to notify any defects within two months since their discovery (non conformity with the description and qualities described in the website).

The Customer is entitled to have repaired or replacement with a similar good or even, in specific cases, to the price reduction or termination of the contract. If the defect occurs after 6 months from the purchase, the Customer must prove that the defect was existing although -see since the delivery of the goods.

Remains valid and active any further form of commercial warranty indicated on the packaging by the manufacturer.

The Company is liable for damage caused by defects of the sold goods in the cases provided pursuant to art. 114 and following of the C.d.C.

The Company cannot be liable the consequences resulting from a product:

- if such consequences are due to compliance of the product
- if a new and subsequent legal norm or a binding measure, are introduced
- if the state-of-the-art of scientific and technical knowledge at the time of product listing by the manufacturer, couldn't even allow to consider the product as defective.

Pursuant to art. 123 c.c., damage to property, will be however redressed within legal limits.

No liability can arise in cases misuse of the sold products.

16. INDUSTRIAL AND INTELLECTUAL PROPERTY

Trademarks and distinctive brands of goods displayed on the website are and will remain the exclusive property of their respective owners.

Is prohibited reproduction, communication, distribution, publication, alteration or transformation, in any form or for any purpose they occur, site content, trademarks and brands used by the Company (such as, for example, works, images, photographs, drawings, dialogues, presentations, music, sounds, videos, graphics, colors, as well as the website functionality and design).

17. JURISDICTION COURT AND APPLICABLE LAW

This agreement is subjected to Italian laws.

Matters not expressly provided are discliplined by the law applicable to the relationship and to the cases described in this agreement and particularly in art. 5 of the Rome Convention of 1980, pursuant to art. 60 c.c., here expressly referring provisions contained in Part III, Title III, Chapter I of the Civil Code, in its current text and the general rules of the Civil Code, although not expressly provided for.

18. COMPLETENESS CLAUSE

These general terms and conditions of sale govern the contractual relationship between the full parts: the Company and the Customer. No further general or special condition, agreement or negotiation, written or oral, previously occurred between the parties, pertaining to the subject of this contract, can enter or go beyond these general terms and conditions.

19. COMPLAINTS AND DISPUTE RESOLUTION

Written communications directed to the Company and any complaints will be taken into account only if sent to the following address: customercare@sologioia.com

The Customer indicates in the complaint form his residence or domicile, telephone number or e-mail address to which he wishes to be addressed notices of the Company.

Qualora le Parti intendano adire l'Autorità Giudiziaria ordinaria, il Foro competente è quello del luogo di residenza. If the parties wish to appeal the ordinary Court, the competent jurisdiction is that of the place of the Customer residence or elected domicile, mandatory pursuant to art. 33, par. 2, lett. u) of the C.d.C.

Instead, if Customer operates in the context of his professional activities, every dispute shall be subject to the exclusive jurisdiction of the Court of Alessandria (Italy).

20. USE OF PERSONAL DATA

Your shipping and billing address, and contact information will be only used:

- To communicate with you about your order
- To fulfill your order
- For legal reasons (like paying taxes)

The Customer declares to know and to approve the following clauses, pursuant to artt. 1341 and 1342 c.c.:

- 6) NON-PAYMENT – RETENTION OF TITLE
- 9) PRODUCTS AVAILABILITY
- 13) LIMITATIONS OF LIABILITY
- 17) JURISDICTION AND APPLICABLE LAW
- 19) COMPLAINTS AND DISPUTE SETTLEMENT

RETURNED GOODS FORM
DEFECTIVE OR NON COMPLYING PRODUCTS

Personal Data

Name	
Surname	
Address	
Phone no.	
E-mail	

Your order's data

Order's number	
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Returned products' details

Returned product	Defect/non-compliance description

date and place _____

Customer's signature _____