

# **CONDITIONS OF SALE**

# 1. Object

- 1.1. These General Conditions of Sale (hereinafter, General Conditions) have as their object the regulation of the purchase of Products, carried out remotely, via a telematic network, from the Site www.sevensskincare.it (hereinafter, the Site).
- 1.2. The owner of the site is AURA srl (hereinafter, AURA) with registered office in via San Carlo 7 / a 20030 SENAGO (MI), CF. and VAT number 09102870962, registration number in the Milan Company Register MI-2068773

# 2. Acceptance of the general conditions of sale

- 2.1. All purchases of Products made through the Site (hereinafter, the Purchase Contracts) by users who access it (hereinafter, the Customers) are governed by these General Conditions as well as by the Italian Consumer Code (Legislative Decree no. 206/2005), section II Distance contracts (articles 50 67) and by the Italian rules on electronic commerce (Legislative Decree 70/2003).
- 2.2. With the conclusion of the Purchase Contracts, according to the procedure, the Customer accepts and undertakes to observe these General Conditions.
- 2.3. The Customer, therefore, is required to carefully read, before carrying out any purchase operation, these General Conditions that AURA makes available to him also in order to allow him to reproduce and store in compliance with the provisions of art. 12, paragraph 3 of the Legislative Decree 70/2003.
- 2.4. AURA may modify, at any time and without notice, the content of the General Conditions. The General Conditions published on the Site at the time of sending the purchase order by the Customer will apply to each individual Purchase Agreement.

### 3. Products

- 3.1. www.sevensskincare.it (hereinafter "Site") is an online site for the sale of cosmetics, beauty products for body care, make-up and related accessories in general under the exclusive SEVENSSKINCARE® brand (hereinafter, "Products").
- 3.2. All the Products offered are illustrated in detail on the Site, within the respective sections, divided into Product categories.
- 3.3. The visual representation of the Products on the Site, where available, is indicative and normally corresponds to the photographic image of the Products themselves and has the sole purpose of presenting them for sale, without any guarantee or commitment by AURA, as to the exact correspondence of the image depicted on the Site with the actual Product; and this, with particular regard to its actual dimensions and / or the chromatic aspects of the Products and / or packages.
- 3.4. In case of difference between the image and the written product sheet, the description of the product sheet always prevails.

#### 4. Purchase procedure

- 4.1. The Customer can purchase the Products present in the AURA electronic catalog, illustrated in detail on the Site within the respective sections by product category, as described in the relevant information sheets contained on the Site, respecting the technical access procedures illustrated therein.
- 4.2. To purchase the Products, the Customer must register on the Site by entering their personal details, following the instructions provided for in the registration program, and must complete and send AURA the order form in electronic format available on the site, following the instructions contained therein. Purchase orders must be filled out exactly in their entirety. 4.3. The Customer must insert the selected Products in the appropriate "Cart" and, after having chosen the courier and viewed and accepted the contribution for the delivery costs, can proceed with the purchase.
- 4.4. If the customer needs to modify the purchase order or to modify some data contained therein, he must follow the appropriate modification procedure contained on the Site. In particular, the Customer will have the right to modify the quantity of the Products he intends to purchase, adding or deleting one or more Products from the Cart. 4.5. Once this operation is completed, the Customer will see a screen containing the summary of the purchase order, including delivery costs, with the request for further confirmation of the purchase procedure.
- 4.6. After viewing the summary, the Customer must select the type of payment desired, ie cash on delivery (cash on delivery), Paypal or Advance Bank Transfer.

#### 5. Conclusion of the contract

- 5.1. The publication of the Products displayed on the Site constitutes an invitation to the Customer to formulate a contractual purchase proposal. The order sent by the Customer has the value of a contractual proposal and implies complete knowledge and full acceptance of these General Conditions.
- 5.2. Each Purchase Agreement stipulated between AURA and the Customer must be considered concluded with the sending by AURA of the acceptance of the order to the Customer's e-mail address. This confirmation message will indicate an "Order Number", to be used in any subsequent communication with AURA. In addition to the information required by law, the message will re-propose all the data entered by the Customer who undertakes to verify its correctness and to promptly communicate any corrections. Possible increase in costs caused by errors in the data not reported promptly, will be the sole responsibility of the Customer.
- 5.3. Each order can be viewed by the Customer on the Site, in his personal area, if he is registered. These data will be available for a period of 12 months from the delivery of the Products.
- 5.4. It is possible that occasional unavailability of the Products offered may occur, in this case, if the Products chosen by the Customer are not, in whole or in part, available, the order will be sent with the products available after sending communication to the Customer regarding the products. not available.
- 5.5. AURA has the right to accept or not, at its discretion, the order sent by the Customer, without the latter being able to make claims or rights of any kind, for any reason, including compensation, in the event of non-acceptance of the order.
- 5.6. In particular, AURA reserves the right not to accept purchase proposals and cancel orders that do not give sufficient guarantees of solvency or that are anomalies in the transactions and means of payment used by the Customer.

#### 6. Product prices

All Product prices are clearly indicated on the Site and are inclusive of VAT. Delivery costs are adequately highlighted at the time of the order. The cost of each shipment may vary

according to the method of delivery and payment as well as the destination and the total amount of the order.

# 7. Invoicing and payment methods

- 7.1. AURA issues an invoice for the Products purchased, when the Products are delivered to the courier for shipment, sending it by e-mail to the Customer. For the issuance of the invoice, the information provided by the Customer is valid. No data changes will be possible after the invoice has been issued.
- 7.2. As better detailed below in the relevant points, payments with PayPal only require an authorization or a reservation of the money without actual charge when the Customer places the order. The payment is therefore actually charged to the Customer only when the Products are delivered to the courier in charge of shipping. 7.3. The payment of the purchased Products is made with PayPal, cash on delivery or advance bank transfer. in the manner specified below:

PayPal, an eBay company, is a fast and secure payment system.

Once the order has been completed and the PayPal method has been chosen as the payment method, the buyer will be redirected to the PayPal site, where he can access his account by entering his personal e-mail address and password.

After registration, you can make payments via PayPal without having to re-enter your data, even for subsequent purchases.

By choosing to pay with PayPal, the amount is charged directly to the credit card (Visa, Visa Electron, Mastercard, American Express) or prepaid (PostePay) assigned. PayPal protects buyer's information as no financial information is passed on.

A confirmation e-mail will be sent from PayPal for each transaction performed with this method.

It should be noted that the amount of the order is charged to the PayPal account when the courier takes charge of the order. When placing the order on the Website, an authorization request will be simply made to check availability on the Customer's PayPal account, without any charge.

In case of cancellation of the order, the amount will be refunded to the Customer's PayPal account. Cash on delivery

The Customer can pay directly to the courier who will deliver the ordered Products. Only cash is accepted for this payment method. The courier will not accept bank checks or cashier's checks and will not deliver the Products if it does not receive the exact amount indicated in the order. The courier is not authorized to give change.

# 8. Delivery methods and costs

- 8.1. AURA undertakes to deliver the goods without undue delay and in any case no later than thirty days from the conclusion of the contract. The delivery of the Products will be made by courier, and the times will vary according to the destination. The terms indicated at the time of the purchase order are however indicative.
- 8.2. AURA delivers to all countries listed on the Site and delivery will take place without an appointment.
- 8.3. No responsibility, for any reason, can be charged by the Customer to AURA in case of delay in the order or delivery of the Products covered by the Purchase Contracts.
- 8.4. The ordered Products will be sent to the postal address specified by the Customer. Upon delivery of the Products by AURA to the courier in charge, the Customer will be sent an e-mail confirming the shipment.
- 8.5. Deliveries will be made from Monday to Friday, during normal office hours, excluding national holidays in the manner indicated by the courier chosen by the Customer. The delivery is considered completed when the Product is made available to the Customer at the address specified in the order form. In case of non-delivery due to the absence of the

recipient at the specified address, the courier will send an e-mail notice and will attempt a new delivery according to the methods established by them.

If it is impossible to carry out the new delivery due to the absence of the recipient, the Customer Service will try to contact the Customer to schedule a further delivery. In the event that the Customer Service fails to contact the Customer for the next 10 days or in the event of further impossibility of delivery due to the absence of the recipient, the Products covered by the order will be returned to AURA.

After 30 (thirty) days from the date on which the Products object of the order have been returned to AURA due to the impossibility of carrying out the delivery, the contract will be considered terminated and the purchase order canceled pursuant to art. 1456 cc. AURA will reimburse the sum paid by the Customer, net of the costs of returning the Products and the costs of custody of the same at the branch of the courier responsible for delivery. 8.6. The termination of the contract and the amount of the refund will be communicated via e-mail. The refund amount will be credited to the payment method used by the Customer for the purchase. In the event that, before the expiration of the thirty days, the Customer requests to receive the purchased Products again, AURA will proceed with the new delivery after charging, in addition to the costs of the same, the costs of returning the Products to AURA and storage costs.

- 8.7. Upon delivery of the Products by the courier appointed by AURA, the Customer is required to carefully check:
- a) That the anti-burglary label is intact and the packaging is not damaged or otherwise altered.
- b) That the number of pieces delivered corresponds to what is indicated in the transport document.
- 8.8. Any damage to the anti-burglary label, the packaging and the Products or the mismatch in the number of pieces / packages or the indications must be immediately reported by the Customer, who can contact AURA through Customer Service specifying the order for which such misunderstandings have occurred.
- 8.9. Cases of force majeure, unavailability of means of transport, as well as unforeseeable or inevitable events that cause a delay in deliveries or make deliveries difficult or impossible or cause a significant increase in the delivery cost charged to AURA, will entitle AURA to split, postpone or cancel, in whole or in part, the expected delivery or to terminate the Purchase Agreement. In such cases, AURA will be responsible for providing timely and adequate communication of its decisions to the e-mail address indicated by the Customer and the latter will have the right to a refund of any price already paid, excluding any further claim, for any reason, against AURA.

### 9. Discount Coupons - Promotions

- 9.1. Any discount coupons or promotional codes can be entered when the customer completes the purchase order. The system will update the total amount of the order net of the value of the voucher.
- 9.2. The discount coupon can be combined with other commercial initiatives only in cases where it will be expressly indicated.

### 10. Right of withdrawal and its effects

- 10.1. The Customer has the right to withdraw from the contract, without indicating the reasons, within 14 days.
- 10.2. The withdrawal period expires after 14 days from the day on which the Customer or a third party, other than the carrier and designated by him, acquires physical possession of the goods. In the case of a contract relating to multiple goods ordered in a single order and delivered separately, from the day on which the Customer or a third party, other than the carrier and designated by him, acquires physical possession of the last good.

10.3. To exercise the right of withdrawal, the Customer is required to inform AURA SRL Via P. Mascagni 42 - 20030 Senago (MI) info@auramilano.it, of his decision to withdraw from the contract through an explicit declaration (for example a letter sent by post, email). 10.4. To meet the withdrawal deadline, it is sufficient for the Customer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. 10.5. If the Customer withdraws from this contract, all payments made to AURA will be reimbursed, including delivery costs (with the exception of additional costs resulting from the possible choice of a type of delivery other than the least expensive type of standard delivery offered), without undue delay and in any case no later than 14 days from the day AURA will be informed of the decision to withdraw from this contract. These refunds will be made using the same payment method used by the Customer for the initial transaction, unless it is expressly agreed otherwise; in any case, the Customer will not have to incur any costs as a consequence of this refund.

The reimbursement may be suspended until the goods are received or until the consumer demonstrates that he has returned the goods, whichever is earlier.

10.6. The Customer is required to return the goods or deliver them to AURA srl in via P. Mascagni 42 - 20030 Senago MI without undue delay and in any case within 14 days from the day on which he communicated his withdrawal from this contract. The deadline is met if the Customer sends back the goods before the expiry of the 14 day period. The direct costs of returning the goods will be borne by the customer. The Customer is only responsible for the decrease in the value of the goods resulting from the handling of the goods other than that necessary to establish the nature, characteristics and functioning of the goods.

10.7. In any case, the Customer will not be able to exercise the right of withdrawal in the case of sealed goods that do not lend themselves to being returned for hygienic reasons or related to health protection and have been opened after delivery.

# 11. Non-conformity of products and defective products

- 11.1. The Products offered on the Site comply with national and community legislation. The images and colors of the Products published on the Site may differ from the real ones due to the local settings of the systems and / or the tools used for their display.
- 11.2. In case of lack of conformity of the Products purchased with respect to the description published on the Site and in the case of a faulty or defective Product, the Customer has the right to immediate reimbursement of the non-conforming good, after sending photographs that highlight the damage or non-conformity of the Product.
- 11.3. AURA will then communicate with the indication of the reimbursement method which could take place, at the Customer's discretion, also through discount coupons on the next purchase.
- 11.4. In any case, the provisions on the legal guarantee of conformity of goods, provided for by the Italian Consumer Code (Legislative Decree 206/2005, Part IV, Articles 102-135) are reserved.

### 12. Treatment of personal data

Customer data is processed by AURA in accordance with the provisions of current legislation on the protection of personal data, as specified in the information in the specifically dedicated section, called "Privacy Policy".

# 13. Communications and complaints

All communications or any complaints by the Customer against AURA in relation to the Purchase Contracts must be communicated by registered letter with return receipt or by email.

# 14. Intellectual Property Rights

All trademarks (registered and unregistered), as well as any and all intellectual work, distinctive sign or denomination, image, photography, written or graphic text and more generally any other intangible asset protected by the laws and international conventions on intellectual property and industrial property reproduced on the Site remain the exclusive property of AURA and / or its assignors, without the Customer having any rights over them from accessing the Site and / or entering into the Purchase Contracts. Any use, even partial, of the same is prohibited without the prior written authorization of AURA, in favor of which all related rights are exclusively reserved.

# 15. Applicable law and competent court

15.1 These General Conditions and any and all contracts stipulated with the Customer are governed by Italian law, without prejudice to the application of Community legislation and international treaties, when applicable, as well as national legislation for the protection of consumers.

15.2 For any dispute relating to the interpretation, execution, validity or effectiveness of these General Conditions and any contract stipulated with the Customers, the court of Milan will be competent.

#### 16. Prohibition to resell

The products, services and promotional samples on the AURA website are for personal use only. The online consumer is not allowed to sell and resell any promotional products, services or samples received. AURA reserves the right to reduce or terminate any supply of products or services if it has reason to believe that the behavior of the user may violate the Conditions of Sale.