



GENERAL TERMS AND CONDITIONS OF SALE

1. PREFACE

The offer and sale of products on the website: www.NEADEA.it/com sets out the following General Terms and Conditions of Sale. Note that by placing an order with us you confirm you agree to these Terms and Conditions. NEADEA reserves the right to change these Terms at any time. The products purchased on this site are sold by NEADEA a registered brand by Cristian Buzzi (Provider) with registered office at 169 Corso Matteotti, Seregno (MB) 20831 Italy, VAT: 03122680964, REA Number: MI-1652065. You may contact us through our Customer Care email: info@NEADEA.com.

NEADEA reserves the right to change these Terms at any time. The Terms applicable are those that you agree to when visiting our site or placing an order.

2. ORDERS

2.1 Object

The offer and sale of products on the website: www.NEADEA.it/com involves the implementation of a distance contract governed by Art. 50 ss., Legislative Decree 6 September 2005, no. 206 (Consume Code), as well as by Legislative Decree no. 70 (c. Law on Electronic Commerce). The purchase of products is only for private consumers (Customer).

2.2 How To Order

Use a browser that accepts cookies. On our website, to order products, customer must:

- Visit the online catalog and add the product (s) in the shopping cart. You can access the contents of your basket at any time before order confirmation to proceed, where applicable, to the changes of your choice (to delete a selected product or to change the amount of product (s) selected);
- on the product card, click "Buy";
- for new customers: please sign up by clicking on the "Register" button; or proceed to order as a guest
- Who is already a Customer: identify using your personal email address and password, confirm with "Login";
- enter information for delivery;
- proceed with payment (see point 2.7);
- Once the payment has been validated, NEADEA will send the customer by e-mail the purchase receipt containing all the data related to the order (see section 2.10).

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neadea.com info@neadea.com

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2.3 Order acceptance and conclusion of the sales contract

Customer by sending a purchase order hereby agree and accept these terms of sale and additional information on the website. The contract will be concluded, and shall be binding on both parties, only when the payment is validated and we send customer an order confirmation containing a reference number and the total amount of your purchase. NEADEA reserves the right to make changes to these Terms at any time.

2.4 Order Cancellation

NEADEA reserves the right to not accept an order in case:

- 1) the product is out of stock or not available
- 2) we need to modify product to comply with new regulations
- 3) we identify an error in the price or description of product
- 4) The items cannot be delivered to address provided

NEADEA reserves the right to cancel any order from a customer with whom there was a dispute concerning payment of an order or any other reason concerning the abnormal nature of the order at the discretion of NEADEA. In order to limit fraud and in the interests of customers NEADEA carries out checks that are carried out in its site. In case of doubt about the authenticity of the order, NEADEA reserves the right to ask the customer to justify his/her identity (passport, national identity card or photo license), place of residence and the method of payment used. In this case, the order will be processed after these documents have been received. We reserve the right to cancel an order in absence of this within 10 business days or in the event of non-compliant data.

2.5 Registration

To place an order, you should have set up an Account. You may place your order on our site and proceed to purchase even as a guest, if you prefer. Anyway we suggest you to create an account to save your data for next purchases and to be informed on our promotional events and join with us our "philosophy". To complete your registration in our website as Customer you must have the necessary requirements to enter into legally binding contracts, have a valid email address and be able to make a payment. As customer you must be the holder of a valid credit card or PayPal account. In completing the registration procedures, the Customer is obliged to follow the directions on the site and to provide correct and true personal information.

In any event, NEADEA will be responsible for the data provided by the Customer or for any unauthorized use of his/her account. Customer is obligated to promptly inform NEADEA of any change to his/her data at any time by updating his/her profile in the specific section of NEADEA website. In using the site, Customer agree to be responsible for maintaining the confidentiality of his/her access data with diligence, and for all activities carried out under his/her account. Submitting an order, Customer agree that the use of NEADEA website and any product purchased on it is for personal use only and not for commercial use.

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2.6 Prices

All prices of products on www.NEADEA.it/com are in Euro and includes V.A.T., but not shipping costs, as described (see section 2.9). They constitute a public offer under article of law n. 1336 c.c.

Please note that VAT rate may change after your order and modify the final price (in case your payment has not already processed).

Any shipment to: France (except Guadeloupe, Reunion Island, Guyana, Martinique, Mayotte, Polynesia), Germany (except Büsingen, Helgoland Islands), Austria, Belgium, Bulgaria, Denmark (except Faer Oer Islands, Greenland), Spain (except Canary Islands (Excluding Jersey, Guernsey, Isle of Man), Greece (except Monte Athos), Hungary, Ireland, Italy (except for Italian Champion, Ceuta, Melilla, Balearic Islands) Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Poland, Portugal (except Madera), Romania, Slovakia, Slovenia, Sweden, Switzerland and Czech Republic are invoiced VAT included. All orders are payable in Euro whatever their origin (see item 2.10).

We accept order requests from EXTRA EU countries, but you need to send an email to: info@NEADEA.com. Customs duties or other local taxes or import duties may be imposed. Customer will be charged for national import duties or local taxes and it will be indicated during order process.

Our prices can be modified at any time without notice. Anyway, the items will be billed based on the price displayed throughout your online order, subject to availability.

2.7 Payment Methods

Payment is required during order process and before shipment of the goods. No discount for advance payment. All orders are payable in Euro.

At the time of purchase, the customer will be able to choose whether to pay by:

- Credit card
- PayPal account

Using a credit card or a PayPal account, customer will be redirected to PayPal payment platform, where he will make payment securely. PayPal platform directly handles personal data entered on its Internet site. NEADEA does not collect any used Credit Card information or PayPal payment access code. This kind of information are directly managed by PayPal payment system.

2.8 Tax and invoice certification

Purchases made by Italian and EU Customers are not subject to billing in accordance with art. 2 of PrD 1996 n. 696 (unless requested by Customer during order process by clicking on "Request Invoice"). To all customers is sent an e-mail purchase receipt that has the legal value of a bill of sale.

On request (clicking on "Invoice Require") Italian and EU Customers, by filling in the appropriate form during purchase process with their tax code, will receive the VAT invoice by e-mail.

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2.9 Shipping

Please note shipping prices may vary according to the weight and final destination of the purchase. Shipping options (cost and delivery time) are displayed on the page before checkout. In order to ensure your package is delivered safely and correctly, all packages are shipped with "signature require" upon delivery. For Italy (some exclusions apply) and Europe flat rate shipping costs are 9 (nine) Eu and are subject to change based on quantity orders. Please note flat rate refers to each order. In case of two (or more) separate orders made for the same delivery location, it will not be possible to group them and shipping costs will be charged for each order.

2.10 Delivery

NEADEA reserves the right not to honor an order destined to a country where there are specific distributorship contracts or where specific local regulations exist, informing customer by email.

The delivery address is what was specified in the order or provided in your Account information. NEADEA will not be liable for non delivery due to incorrect data entered by customer. Please note that we are enable to process orders to a P.O. Box address.

In view of the existing restrictions on the transport of products with alcohol, fragrance orders will only be accepted for the following countries: France (except Guadeloupe, Reunion Island, Guyana, Martinique, Mayotte, Polynesia), Germany (except Büsingen, Helgoland Islands), Austria, Belgium, Bulgaria, Denmark (except Faer Oer Islands, Greenland), Spain (except Canary Islands, Ceuta, Melilla, Balearic Islands), Estonia, Finland (except Aland Islands), Great Britain (except Jersey, Guernsey, (except for Monte Athos), Hungary, Ireland, Italy (except for Campione d'Italia, Livigno, San Marino, Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Poland, Portugal (except Madera) Romania, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic.

2.11 Delivery times

The products are shipped via express carrier, and delivery times vary according to the destination, the time within order is processed and the availability of the product itself. Delivery time will never exceed as specified in art. 6 Legislative Decree 185/99. Orders will be shipped once fully processed.

Shipping Options:

- Domestic Shipping: average delivery time is 2/3 business days (excluding holidays). For Puglia, Basilicata, Calabria, Sicily and Sardinia, delivery time will be approximately 4/5 business days. For hard-to-reach locations such as mountain resorts, smaller islands, extreme suburbs, delivery time may vary.

- EU countries, Monaco and Switzerland, average delivery time will be 5 business days
- International Shipping (outside Europe) :Delivery will be specified regarding to the final destination. Please note that customers are liable for import tax based on the country of import.

Note that these delivery terms are provided as an indication and subject to availability of items. In the event of a foreseeable extension of the delivery deadline, NEADEA undertakes to inform Customer as soon as possible and by any means so that he/she can choose to retain or cancel of all or part of his/her order.

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NEADEA cannot be held responsible for the consequences of events which escape its responsibility, or because of events outside its control, or in case of delayed delivery or not delivery by the carrier, which is responsible for shipping the ordered products. In any case a delayed delivery may result in the payment of damages for the benefit of the customer or service providers.

2.12 Receiving the goods

Please note that the images of the products in our website may vary slightly from the real ones regarding to the color. Upon receipt of purchased items, the Customer must inspect the carton and check that the package is perfectly closed, sealed, undamaged. Each shipping box is provided with a warranty tape to prevent it from unauthorized opening and to signal any mishandling when the tape is damaged. In this event, Customer must immediately notify the carrier, retain the shipping box, packing materials and the damaged items for inspection by the carrier and fill in the appropriate form indicating where and how the package is damaged. At the same time Customer must contact us immediately by certified email to neadea@pec.it within 8 days and provide the order number along with full name and email address. Otherwise, the order will be considered as correctly delivered.

If the customer is not available at the time of delivery, the carrier will leave a notice. The next day there will be a second attempt. If the Customer is not able to receive the order as notified by the carrier, he/she must contact the carrier as soon as possible to agree a new delivery within 2 business days. In order to deliver order successfully, Customer is required to enter a mobile phone number in the delivery data.

3. RIGHT OF WITHDRAWAL AND RETURN POLICY

According to the effects of the Consumer Code (art.52) as modified by Legislative Decree no. 21/2014, in case an ordered product is faulty or does not match the order or in other cases, the Customer has the right to cancel the purchase without any penalty and without specifying the reason within 14 days from the date of delivery of the purchased items.

To exercise this right, the Customer must:

- mail the 'Customer Return Form', downloadable on NEADEA site, by registered post to "NEADEA Return Office" by Cristian Buzzi, 169 Corso Matteotti 20831 Seregno (MB), Italy or by certified email neadea@pec.it.
- To request a refund, Customer must provide all personal data: Name, Surname, Address, Order Number (indicated on purchase receipt / invoice), Telephone, Product Description. On receipt of the 'Return Form' containing the explicit statement of Customer decision to withdraw from the contract, NEADEA will confirm reception to the customer.
- Properly package the return items and send to "NEADEA Return Office" by Cristian Buzzi, Corso Matteotti 169 Seregno (MB) 20831, Italy along with the 'Customer Return Form'

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- Choose a carrier for return. Note that NEADEA will not assume responsibility for reimbursement in the event that return packages are lost, stolen or mishandled.
- Return Shipping Costs are not subject to refund
- Package(s) must be returned in its original condition with original online order receipt. NEADEA will not accept merchandise that has been used, altered or damaged. In the event returned package are damaged during transportation NEADEA will inform Customer within 5 days and refund will be refused.
- The product(s) must be properly packaged and delivered to NEADEA within 14 days of Customer Return Form mailing.
- Upon receipt of the returned product(s), NEADEA will proceed to refund, in the same form as was used for payment, the price paid for the product (s) for which Customer has exercised the right of withdrawal. This shall occur within 14 days of reception of Customer decision to withdraw from the contract, upon receipt of the damaged items.
- The customer will be held responsible, and therefore not refundable, for opening and/or using partially products, for the decline in the value of the goods resulting from the handling other than that strictly necessary to establish the nature and characteristics of the goods.

In accordance with art.59 (Cons.Code) the Right of Withdrawal doesn't apply to sealed products or for personal use. For health and safety reasons it is not possible to return products that are open or already used.

All risks relating to the transportation of the product returned as transport are the responsibility of the Customer.

4. COLLECTION AND USE OF PERSONAL DATA

These Terms together with our Privacy Policy constitute the entire Agreement between you and NEADEA with respect to the use of this website.

The Customer's personal data is collected but not limited for the purpose of executing the purchase contract and the shipment of orders received. These data are processed electronically in accordance with applicable laws and may be transferred on request to judicial authority or other law enforcement authorities. Personal data will be collected and transferred to third parties affiliated with us for all activities used to facilitate our services, including but not limited, to order and make purchases, as applicable. For additional and complete information, please read our **Privacy Policy**.

The Customer expressly undertakes to provide NEADEA with a copy of his identity documents for the purpose of any verification. Failure to comply with this request authorizing NEADEA to the immediate contract termination for infringement.

The processing of personal data is carried out, also with the help of electronic means, in compliance with art. 11 of Legislative Decree no. 196 warrants to the User and, in general, protects his rights, fundamental freedoms and dignity, with particular reference to confidentiality and personal identity. Personal data are collected and used for a period of

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time no longer than strictly necessary for the fulfillment of the above purposes, as applicable. Obtaining the cancellation of personal data is subject to sending a written communication to NEADEA by emailing to info@NEADEA.com or mailing to the Holder and Responsible for the Collection and Processing of Personal Data represented by Cristian Buzzi, Corso Matteotti 169, Seregno (MB) 20831 - Italy

5. JURISDICTION AND ARBITRATION

The contract between NEADEA and the Customer is governed by Italian law. Any dispute over the content and use of NEADEA website as over this Agreement shall be vested solely in the courts of Monza and Brianza.

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