

## General Terms and Conditions of Sale

### Article 1 - General

1. These General Terms and Conditions of Sale (hereinafter "General Terms") apply, without restriction or reservation, to the sale of all products marketed by KyLua S.r.l. whose registered, operational and administrative office is at Via Martiri di Felisio 290, 48014, Castel Bolognese (RA), Tax ID N°&Fiscal code IT02386690396, Rea RA- 197171, with a capital of 30,000 euro fully paid-up through its site [www.kylua.it](http://www.kylua.it) (hereinafter "Website")
2. Prior to placing the Order, the Customer declares to have read and acknowledged these General Terms and Conditions and by ticking the appropriate box, the customer accepts these in full. In the circumstance of non-acceptance of the General Terms, the Customer will not be able to place the order.
3. KyLua S.r.l reserves the right to change, integrate or vary the General Terms at any time and without notice. It is the Customer's responsibility to verify any changes made, at each purchase.
4. The General Terms are made available on the Website in a format which allows the Customer to store and access them, pursuant to Article 12, co.3 of the Legislative Decree 9 April 2003, n.70.

### Article 2 - PURPOSE AND SCOPE

1. Via the Website, KyLua S.r.l. sells cosmetic products and nail care equipment and accessories at a distance, including specialist products intended exclusively for professional use and not available to the public (hereinafter "Products"). Products intended exclusively for professional use can only be purchased by Customers who declare under their sole responsibility to be professional Customers within the aesthetic or podiatry sector, that is to say to use the Products under the supervision and control of a skilled professional in the field of aesthetics or a podiatrist (Products for professional pedicure).
2. It is understood that, in any case, the Products cannot be destined by the Customers for the sale/resale to third parties, unless expressly authorized by KyLua S.r.l..

### Article 3 – Customer

1. These General Terms apply to all Legal and/or natural persons who purchase Products via the Website (hereinafter "Customer/Customers")
2. The rights reserved by law and/or the present General Terms to the consumers may not apply in all cases in which the Products are purchased for purposes attributable to the business and/or professional activity carried out by the Customer in the field of aesthetics.
3. By accepting the General Terms, the Customer declares to have full capacity to act as well as all the necessary powers and requirements to purchase the Products
4. It is forbidden to enter false and/or invented data on the registration form. Personal details and email address must correspond exclusively to those of the Customer. It is also forbidden to make untruthful declarations for the purpose of concluding the contract.

Consequently, KyLua S.r.l. assumes no direct or indirect responsibility for whatever reason, resulting from the use/insertion of false and/or invented details/information/statements.

### Article 4 – Pre-contractual Information

1. Prior to concluding the purchase agreement, the Customer recognizes and acknowledges the characteristics of the Products which are illustrated on the individual data sheets found on the Website. The images accompanying the Products do not constitute a contractual element. This is why, due to the

technical features of the different media used for the visualization, the same may result as different in the equipment and accessory items (in particular the shade and tonality of colors).

2. All Products comply with the legislation applicable in Italy in force at the time of placing the order. KyLua S.r.l. cannot and will not be held responsible for the non-conformity of the Products with the legislation of other countries in which the Customer intends to use them.

3. KyLua S.r.l., can modify at any time its product range and/or the information relating to them, such as prices, descriptions or availability, with no obligation to give prior notification.

4. The Customer may, at any time and in any case, prior to the conclusion of the contract, take cognizance of the identifying information of KyLua S.r.l. (address, telephone and fax number, e-mail address). This information is also stated below:

KyLua S.r.l.

Legal, operational and administrative office at:

Via Martiri di Felisio 290

48014 Castel Bolognese (RA)

P.IVA e C.F. IT02386690396

Rea Number: RA-197171

Share Capital: 30.000 euro fully paid-up

[info@kylua.it](mailto:info@kylua.it)

+39 0546-656886

5. For any questions concerning Products and their use, for any further questions or requests for clarification, the Customer may contact the Customer Service via email at the following address: [info@kylua.it](mailto:info@kylua.it)

#### Article 5 - Orders

1. At the first order request, entered by the Customer by following the Website instructions, the automated system will ask you to fill in the provided form with the necessary details for invoicing and indicating the shipping address. The account can be modified by the Customer at any time.

2. The personal information and details provided by the Customer must be exact, accurate, truthful and up-to-date. Any damage / delays / disruptions resulting from an incorrect insertion of data by the Customer will be attributable solely to the latter.

3. If the order request inserted exceeds the sum of €4.000,00, the order is deemed accepted, subject to verification of the Customer's identity.

4. Prior to the final Order confirmation, the Customer is informed about:

- the essential characteristics of the Products present in the Cart;
- the total price of Products including taxes, with details of shipping costs and any other costs;
- payment methods;
- the deadline by which KyLua S.r.l. undertakes to deliver the products, by means of a referral link to the dedicated section of the Website;
- the terms, conditions and procedures to exercise the right of withdrawal and related costs for returning goods, existence of a legal guarantee of conformity for the goods purchased, by means of a link to the present General Terms and Conditions of Sale.

5. After having read the General Terms and the Privacy Policy and having accepted them by ticking the appropriate box, the Customer must select the desired payment method and choose the “send order” option.
6. The status of each order can be verified by accessing the “Orders” section on your account.

#### Article 6 - Conclusion of the agreement - Order Confirmation

1. The sales purchase agreement between KyLua S.r.l. and the Customer is considered completed only upon receipt, by the Customer, of the Order Confirmation sent to the email address entered during registration.
2. If KyLua S.r.l. is not able to fulfill the order received, it reserves the right to cancel it. In this case, KyLua S.r.l. will inform the Customer of the cancellation of the Order within 5 days from receipt and will refund any amounts already paid by the Customer.
3. KyLua S.r.l. also reserves the right to cancel the order received in the event of objective indices (including reports from third parties) from which it can be inferred that the Customer resells the Products to third parties.
4. The order confirmation email contains the Customer's data, the order number, a summary of the General Terms, the essential characteristics of the ordered product, its price, the amount paid, the existence of the right of withdrawal if consumer (with an indication of times and methods for returning the goods), the address to present any complaints and information on support services and existing commercial guarantees.
5. In order to guarantee the correctness and traceability of the Order to the Customer who placed it, KyLua S.r.l. does not allow modifications and/or additions to the Orders sent. The Customer may only ask, via email and/or phone at the contact details found on the Website, to cancel the order provided that the request is made by 2.00 pm on the day of the insertion or, in the case of an order entered after 2.00 pm, by 2 pm on the first following working day.
6. Subject to the provisions of art. 5, paragraph 2 of these General Terms, the Customer undertakes to verify if the personal data contained in the order confirmation is correct. Only corrections received by 2.00pm on the day of insertion will be considered or, if the Order is placed after 2.00pm, by 2.00pm on the first following working day.

#### ARTICLE 7 - Prices

1. The sales prices indicated on the Website do not include V.A.T and relate solely to the Products sold on the Website.
2. KyLua S.r.l reserves the right to change its prices at any time. It is understood that the price applied to the Customer will be the one in force at the time the Order is entered and indicated on the Order Confirmation, without considering increases or decreases in price, even for offers and promotions, which may have occurred subsequently.
3. Subject to any ongoing promotions duly advertised on the Website, the shipping costs are not included in the purchase price. For orders less than €250.00 these shipping costs are charged to the Customer and are indicated and calculated at the time of the conclusion of the purchase process before payment is made. For orders over €250.00 shipping is free.
4. In the event of an IT, manual or technical error or any other nature that could result in a substantial change in the sales price to the public (not foreseen or foreseeable by KyLua S.r.l.) and which makes it exorbitant or clearly insignificant, the purchase order will be considered invalid or cancelled and the amount paid by the Customer will be reimbursed within 14 working-days, from the day of cancellation.

#### Article 8 – Methods of payment

1. KyLua S.r.l. accepts payments made through Paypal, with the following credit cards:

- Visa
- MasterCard
- American Express
- Switch
- Solo
- Diners

The transaction will be charged to the Customer's credit card only after:

- a) the credit card details are verified;
- b) The credit card used by the Customer has been authorized by the issuing company.

2. KyLua S.r.l. also accepts payments made by bank transfer, to be made payable to KyLua S.r.l. and the reason for your Order must be the order number. The bank transfer must be made within 5 working days from when the order is placed. If KyLua S.r.l. does not receive any payment within 8 days from the order, this will be considered cancelled without necessity for further notice. Any bank charges will be charged to the Customer.

3. In the event that the crediting of the amounts due proves impossible, for any reason even not attributable to the Customer, the Order is automatically cancelled.

4. For orders not exceeding €1,000.00, KyLua S.r.l. also accepts payment made in cash to the courier upon delivery ("Cash on delivery"). The services related to this payment method costs €3.50, which will be charged to the Customer. In the event the parcel is rejected by the Customer, storage costs and costs for the return of the Products will be at the Customer's expense.

#### Article 9 - Shipment and delivery of Products

1. The Products are delivered by express courier to the address indicated by the Customer at the time of Ordering.

2. These delivery terms are merely indicative and are not binding for KyLua S.r.l. In any case, in accordance with the rules set forth in art. 61 Consumer Code, KyLua S.r.l. undertakes to deliver the Products to Customers within 30 days from the Order Confirmation.

3. KyLua S.r.l., therefore, cannot be held responsible for any damage caused to the Customer and/or the recipient of the Products by the delay in the delivery less than 30 days from the Order Confirmation.

4. The Customer is required to check the Products and its' packaging at the time of delivery, accepting them in presence of any discrepancies "with reservation".

#### Article 10 – Consumer's Right to withdrawal

1. In accordance with the provisions of Legislative Decree n. 206/2005, as amended by Legislative Decree n. 21/2014 (hereinafter "Consumer Code"), the consumer Customer has the right to withdraw from the purchase without any penalty and without specifying the reason within 14 days starting from the date of receipt of the Products. In the case of multiple purchases made by the Customer with a single order and delivered separately, the 14-day term starts from the date of receipt of the last Product.

2. The consumer Customer who intends to exercise the right of withdrawal must notify KyLua S.r.l. by an explicit declaration sent by a registered letter with return-receipt/ email to the addresses indicated below:

Legal, operational and administrative office in

Via Martiri di Felisio 290

48014 Castel Bolognese (RA)

TAX Identification Code and Fiscal Code: IT02386690396

REA number: RA-197171

Share capital 30,000 euros fully paid-up

[info@kylua.it](mailto:info@kylua.it)

+390546 656886

Hereby, the undersigned \_\_\_\_\_ notifies the withdrawal from the purchase agreement of the following goods: \_\_\_\_\_ (insert a description of the products purchased,) ordered on the \_\_\_\_\_; order number \_\_\_\_\_ and received the \_\_\_\_\_, and asks for the reimbursement of the amount paid for the returned products, by crediting the related amount through the payment method used for the purchase.

- Name, Surname, Customer Address
- Customer's signature
- Date

3. In the case of exercise of the right of withdrawal, the consumer Customer returns the Products to KyLua S.r.l. without undue delay and in any case within 14 days from the date on which the Customer forwarded the communication referred to above.

4. The Products must be returned intact, in their original packaging, complete in all their parts (including packaging and any documentation and accessory equipment: manuals, cables, etc.) and accompanied by the relevant tax documentation.

5. In compliance with the provisions of article 57, paragraph 1 of the Consumer Code, the return costs will be charged exclusively to the consumer Customer. Packages sent at the expense of the recipient will not be accepted.

6. According to the provisions of Article 59 of the Consumer Code, the right of withdrawal cannot be exercised in the event of:

- The purchase of clearly personalized goods,
- The purchase of sealed goods which do not lend themselves to being returned for hygienic reasons (including cosmetic products, all tools and equipment for personal care) and which have been opened after delivery.

7. The Customer is in any case liable- even if they fail to remove the seal from the Product and/ or packaging - to a decrease in the value of the Product and/ or its packaging, caused by the handling of the Product and/ or of its packaging.

8. Without prejudice to the right to verify compliance with the above, KyLua S.r.l. will refund the amount for the Products subject to withdrawal (including any delivery costs) within a maximum period of 14 days from receipt of the return, as required by art.56, paragraph 1 of the Consumer Code.

Article 11 - Legal guarantee

1. In accordance with the provisions of the Consumer Code, the Products purchased by the Consumer enjoy the legal guarantee of conformity for a period of two years starting from the delivery of the Product.
2. The legal guarantee applies when, in the aforementioned terms, the Product presents a lack of conformity, that is to say:
  - a) Not suitable for the use for which goods of the same type are normally used;
  - b) Not conforming to the description made by KyLua S.r.l. on the Website;
  - c) Lacking in the quality and usual performance of a good of the same type that the Customer can reasonably expect.
3. In such cases, the consumer Customer has the right to restore, without charge, the conformity of the goods by repair or replacement. If the substitution of the item is impossible or excessively burdensome for KyLua S.r.l., the consumer Customer may, at his option, request a reasonable reduction in the price or termination of the contract.
4. The consumer Customer forfeits such rights if he does not report to KyLua S.r.l. the lack of conformity within two months from the date of its discovery. The direct action to assert the defects fraudulently concealed by KyLua S.r.l. is prescribed, in any case, within twenty-six months from the delivery of the Product.
5. The Customer must contact the Customer Service indicating the non-conformity of the Products and follow the procedure for returning Products which will be indicated to him.
- 6- The non-conforming Product must be returned to KyLua S.r.l., complete with its original packaging, accessories and documentation received by the Customer at the time of delivery. Otherwise, KyLua S.r.l. will not be able to replace it.
7. Once the Products returned by the Customer, KyLua S.r.l. will verify the validity of the claims. Only if such verification is positive, KyLua S.r.l. will replace the non-compliant Product and will send the replacement as soon as possible and in any case within 30 working-days from receipt of the Products. KyLua S.r.l. will be entirely responsible for the shipping costs.
8. In the event that KyLua S.r.l. is not able to proceed with the replacement of the Products with the above-mentioned deadline, the company will immediately inform the Customer, at the email address indicated at the time of purchase for the exercise of the consequent law.
9. In all cases in which the Products are purchased for purposes attributable to the business/ professional activity carried out by the Customer in the field of aesthetics, applies the legal guarantee of the duration of 1 year from the delivery of the Product.
10. In the case referred to in the preceding paragraph, without prejudice to the applicability of the provisions of points 2, 3, 5, 6 and 7 of this Article, the Customer forfeits the rights if he does not report the lack of conformity to KyLua S.r.l. within 8 days from the date of its discovery. The action to assert the defects not maliciously concealed by KyLua S.r.l. is prescribed, in any case, within one year of delivery of the Product.

#### Article 12 - Limitations of Liability

1. KyLua S.r.l. assumes no responsibility for disruptions attributable to the courier, the fact of a third party, the fault of the Customer or due to force majeure / unforeseeable circumstances or any other event, and from malfunctions or disruptions of the Internet network, which is not under the exclusive control of KyLua S.r.l..
2. They are causes of force majeure, by way of example and not limited to: accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods, thefts and other similar events, provisions of the Public Authority, the strike of own employees or carriers of which KyLua S.r.l. makes use as well as any other circumstance that is beyond the control of the latter.

3. The Customer is fully responsible for the purchase made on the Website and undertakes to carefully read the instructions and warnings for the use of the Products purchased and to use them in compliance with these conditions.

4. No responsibility can arise for KyLua S.r.l. for any use of the Products that are not permitted, which do not comply with the instructions for use and / or in any case differ from the normal use.

#### Article 13 - Integrity

1. The General Terms, as well as any document expressly referred to in them, constitute the entire agreement between the Customer and KyLua S.r.l. on the subject of the contract and replace any previous agreement, understanding or deal between the same parties, be it oral or written.

2. If one or more provisions of these General Terms are considered invalid or declared invalid under the law, the other provisions will continue to have full force and effect.

#### Article 14 - Dispute resolution

1. KyLua S.r.l. informs its Customers that they will be able to resolve any dispute arising regarding the correct application of this contract (including, by way of example but not limited to, disputes relating to validity, non-performance, total or partial and / or termination of the contract) through an online procedure (online dispute resolution procedure - "ODR procedure"), which can be activated by accessing the online platform made available by the European Commission at the following link: <http://ec.europa.eu/consumers/odr>.

2. The possibility remains for the Parties to resolve the disputes between them before the competent judicial authorities or using another ADR ("Alternative Dispute Resolution") procedure.

#### Article 15 - Confidentiality of personal data

1. The processing of the Customer's personal data will be carried out in compliance with the provisions of law regarding the protection personal data, as better specified in the two privacy policies available in the appropriate section of the Website.

#### Article 16 - Applicable law and competent court.

1. These General Terms and Conditions are governed by Italian law also in accordance with the provisions of Part III, Title III, Chapter I, of Legislative Decree n. 206/2005, as amended by Legislative Decree n. 21/2014 i.e. Consumer Code and the provisions of Legislative Decree n. 70/2003 concerning electronic commerce.

Without prejudice to the provisions of the Consumer Code on the irrevocable nature of the Consumer Court, the exclusive jurisdiction for the resolution of any disputes arising from the application of these General Conditions of Sale is that of Ravenna.