

# TERMS

<b>Company name:</b>	ALMABLANCA SARL
<b>Trade marks:</b>	BONATO MILANO 1960
<b>Legal form:</b>	SARL (société à responsabilité limitée)
<b>Capital:</b>	30 000,00 Euros
<b>Headquarters:</b>	Villa Le Dôme 6, rue des Lilas à Monaco, 98000 Principauté de Monaco
<b>Activities:</b>	Conception and design, realization and commercialization and sale of jewellery, and accessories, watchmaking and works of art worldwide under the brand name BONATO MILANO 1960
<b>Register of Commerce and Industry:</b>	Monaco
<b>Tax identification number:</b>	12S05660

Hereinafter referred to as "**BONATO MILANO 1960**"

General terms and conditions of sale of products sold on the website [www.bonatomilano.com](http://www.bonatomilano.com)

Last update: 16/04/2019

## Article 1 - OBJECT

The present General Terms and Conditions of Sale (GTCS) are made between BONATO MILANO 1960 and any person purchasing a product (hereinafter referred to as the "Client") on the website [www.bonatomilano.com](http://www.bonatomilano.com) and for all our other sites (hereinafter referred to as the "Website").

All orders made by the Client via the Website are unreservedly subject to the present GTCS.

The present GTCS represent all of the reciprocal commitments made by BONATO MILANO 1960 and the Client who hereby explicitly accepts these terms.

BONATO MILANO 1960 may modify the Conditions of Sale from time to time, at its sole discretion. If you are placing an order through the Website, then by checking the "I Accept" box and placing your order, you will be indicating your agreement to be bound by the present GTCS as so modified through such time.

## Article 2 – PRODUCTS SOLD ON THE WEBSITE

The Client may select one or several products from among the various categories on offer on the Website.

Only individuals who (a) have reached the age of majority (eighteen in most states), (b) have legal capacity to enter into contracts and may order products through the Customer Contact. If you are under the age of majority or otherwise cannot lawfully enter into a contract, you must have your parent or guardian place an order on your behalf and thereby assent to the present

GTCS. Any orders placed in contravention to this provision shall be null and void.

By placing an order through the Website, you represent and warrant that you are a bona fide end-user customer and will not deliver, sell or otherwise distribute BONATO MILANO 1960 products or purchase BONATO MILANO 1960 products for commercial purposes or any other commercial benefit. If BONATO MILANO 1960 believes, in its sole discretion, that an order would violate the terms of the preceding sentence or that Customer is engaging in fraudulent or grey market activities, then BONATO MILANO 1960 may refuse such order.

The Client acknowledges that the contents of the Website may change and BONATO MILANO 1960 reserves the right to modify the assortment of products offered on the Website at any moment, without prejudice to the orders made by the Client.

Prior to making an order, the Client may find a description of the core features of the product or products he/she wishes to order on the Website.

The Client acknowledges that the products on offer on the Website may differ from those offered in physical RESELLERS.

### ARTICLE 3 - PRICES

The product offering and prices are valid for as long as they are visible on the Website.

The Client acknowledges and hereby accepts that the product sale price depends on the country of delivery, which conditions the currency in which the price will be shown.

In the event that the Client's country of delivery has not been referenced by BONATO MILANO 1960 on the day the order is made, the Client acknowledges and hereby accepts that the product sale price results from the conversion of the price shown on the Website into the currency of the

product's country of delivery using the applicable exchange rate at the time the order is confirmed.

If the payment card used by the Client applies a currency different to the one indicated on the invoice, the products' final sale price will result from the conversion of the price indicated on the invoice into the currency applicable to the Client's payment card using the applicable exchange rate at the time the payment card issuer processes the transaction.

Prices indicated all include tax (TVA and other taxes applicable on the day of the order), unless otherwise stipulated and exclude delivery, processing and shipping charges.

The price in the currency shown on the Website at the time the order is confirmed will be accepted as is, unless there is a manifest error.

If your credit/debit card is not in the currency of your invoice, the final price is calculated in accordance with the exchange rate applicable the day the issuer of your card processes the transaction.

Product prices shown on the Website are to be understood as excluding delivery fees unless otherwise stipulated. Delivery fees are calculated according to the Client's country of delivery and are detailed on the summary page of your order.

BONATO MILANO 1960 reserves the right to change its prices at any moment but undertakes to apply rates in place at the time the Client's order is confirmed, subject to the availability of the products at that date.

The products remain the property of BONATO MILANO 1960 until the Client has paid the price in full. Nevertheless, the risks of loss or damage to the products are transferred to the Client as from the date he/she receives the ordered products.

## Article 4 - AVAILABILITY

The products are on offer for as long as they are visible on the Website and while stocks last.

When his/her order is being processed, the Client will be quickly informed by email if the ordered product is not available. The Client will not be invoiced for these products. The order will be automatically cancelled and no bank debit will be made.

## Article 5 – ORDERS

Product availability and delivery times are shown on the Website.

Any order made on the Website presumes the explicit acceptance of the present GTCS, without this acceptance being conditional to the Client signing this in writing.

The Client hereby declares that he/she is fully aware of all of the information provided and the recorded confirmation consists of proof of the transaction. The order confirmation is deemed to be a signature and acceptance of the transactions carried out.

To make any order the Client must create a customer account. Once this account has been created the Client can access his/her personal customer space. To login to this personal space the Client must identify him/herself by using the email address indicated when creating the account and his/her chosen personal secret password. BONATO MILANO 1960 will not be held liable for any action made on the customer account by a third party to whom the Client has provided his/her login details or who may have accessed the account due to the Client's negligence.

All information for a particular order may be found under the heading "Order Tracking" in the Client's personal space.

The Client undertakes to ensure that the information provided when making an order is complete, accurate and up to date. Otherwise, BONATO MILANO 1960 reserves the right to purely and simply cancel the order.

The order may be sent to a delivery address different to the billing address.

Orders are binding to a Client once the latter has confirmed payment by clicking on "Confirm".

After receiving an order, BONATO MILANO 1960 will send the Client confirmation of the order by email including a summary of the order, the order number and will then complete the confirmation of the order by sending an order confirmation email. These emails will be sent to the address provided when opening the customer account.

BONATO MILANO 1960 reserves the right to not register a payment and to not confirm an order for any legitimate reason, particularly in the event of a supply problem and difficulties regarding the order received. BONATO MILANO 1960 will inform the Client for the reasons for the non-confirmation of his/her order if so requested, in accordance with the terms.

## ARTICLE 6 - ACCOUNT REGISTRATION; PERSONAL INFORMATION

In order to place an order through the Website, you or the BONATO MILANO 1960 ambassador (on your behalf) may either register or create an online account on the Website. In order to register an online account, you will be required to provide valid and up-to-date personal information, such as your legal name, phone number and e-mail address, and to confirm that you have reached the age of majority.

Upon completion of your account registration on the Website or by the BONATO MILANO 1960 ambassador, you will receive by email a one-time password, which will allow you to log in to your account on the Website and create a permanent account login and password. You will also receive a second email summarizing the personal information you provided in registering for your online account. You are responsible for ensuring that your password and account login are kept secret, safe and secure at all times. BONATO MILANO 1960 will not be held responsible or liable for any misuse of your account resulting from a third party's access to and use of your password and account login.

We may change the information required to place an order or the registration requirements from time to time. Any changes will be posted on the Website. Please refer to our Privacy Policy and clause 8 of these Conditions of Sale for more details about how we may use your personal information.

## ARTICLE 7 - EXCHANGES AND RETURNS

- One-off exchange or return is accepted with the original receipt within 14 days of receiving the package. Items must be presented in new condition with original packaging and must not have been worn and with micro-seals integrated.
- The shipping fees and the related costs of the returned products shall be responsible by customers except for faulty items on arrival.
- Products will be exchanged after we examined your returned product(s) with product defects. The whole return process may take up to 3 weeks.
- Returns that do not meet our policy will not be accepted and will be sent back to the customer.
- Please contact our Customer Care team by emailing [customerservice@bonatomilano.com](mailto:customerservice@bonatomilano.com). for further return procedures.
- BONATO MILANO 1960 reserves the final right of decision.

## ARTICLE 8 - APPLICABLE LAW

These terms and conditions of sales and the relationship between BONATO MILANO 1960 (ALMABLANCA) and the website's users are subject to Monégasque law and any dispute that cannot be settled amicably will be brought before the courts of the Principality of Monaco.

## ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS

The content, presentation and each of the elements, including domain names, trademarks, logos, brands, drawings, illustrations, photographs, text, graphics and other files appearing on the Website are the exclusive property of BONATO MILANO 1960 (ALMABLANCA), with the exception of the trademarks, logos and brands held by third parties and presented as such. All these elements are protected by the applicable laws in terms of intellectual property.

No element contained in the Website can be copied, reproduced, modified, republished, loaded, altered, transmitted or distributed in any way whatsoever, on any medium, in whole or in part, without the prior written consent of BONATO MILANO 1960 (ALMABLANCA).

Any reproduction of the trademarks and/or logos appearing on this Website, by any means whatsoever, without the prior written consent of BONATO MILANO 1960 (ALMABLANCA), is strictly prohibited.

Communication to the public, in whole or in part, and the use of the content of this Website for commercial purposes are expressly forbidden.

Any infringement of the foregoing provisions would constitute an infringement of the rights of BONATO MILANO 1960 (ALMABLANCA) and may result in legal proceedings.

## Further information

Beyond the transaction threshold of 15,000 euros for one year, several information may be requested from you in accordance with the legal and regulatory obligations to which we are subject