

## **GENERAL CONDITIONS OF SALE**

These general conditions of sale (hereinafter "General Conditions" or "GC" apply to all sales of GREENLIFE CALZATURE (hereinafter "Products" or "Product") carried out through the [www.greenlifecalzature.it](http://www.greenlifecalzature.it) (hereinafter "Website").

General Conditions have the objective to inform the potential buyer (hereinafter "Customer" - "Client" or "Clients") on the terms/methods of sale and delivery of the Products purchased on the Website.

The Customer should carefully read and get acquainted with these GC which are to be accepted before placing any order on the Website. Therefore, after acceptance, any order of products made on the Website will be subject to the provisions of these GC in the version available on the Website at the moment of placing an order.

Selling of products – regulated under these General Conditions – is only available to consumers over the age of eighteen (18) years being natural persons that obtain Products for personal, family, or household purposes.

The language used to execute the sale contract through the Website hereof is: Italian and English. The General Conditions published on the Site constitute an integral part of Shipping and return conditions accessible through a link or multimedia link on the Site and an integral part of General terms of use of Site, visible in the Privacy policy and Cookie Policy sections.

### **Identification of vendor**

The vendor is GREEN CALZATURE S.R.L. with a registered office at 40 Majorana Way, Lugo (RA) – Cap 48022 Italy (Vat number 02648280390).

## **1 – Contact details**

For any complaint, additional information or assistance relating to the Website or to the purchasing process and, any event, for any request for information and/or clarifications in respect of the General Conditions, Customer may send an email to [amministrazione@greenlifecalzature.it](mailto:amministrazione@greenlifecalzature.it), or contact the E-commerce Client Service at Lugo (RA) Via Del Castello 33 Cap 48022, or may call number 0545/50483.

## **2 – Applications and modifications**

The purchase of the Products is exclusively governed by the General Conditions published on the Website at the time, and into force at the time of the relevant purchase.

GREEN CALZATURE S.R.L. ((hereinafter "Vendor") reserves the right to amend the General Conditions hereof at any time without notifying the Customer. Any amendment shall become effective on the date of the publication of the new General Conditions on this Website and, therefore, it shall only be effective in respect of purchases made after the date the new version of the General Conditions is published online.

The replacement of the General Conditions hereof with a new version automatically implies the non-applicability, ineffectiveness and non-enforceability of the former version with respect to purchases made after such previous version is removed from the Website.

## **3 – Information on Products**

Information on Products are available on the Website. In detail in the part below the images of the Products, the Customer can click on the "choose" button, subsequently another web page will open containing the description of the same. The photographs and images of Products included on the Website have been portrayed as accurately as possible; however, the settings and specifications of the Client's viewing device or display could affect the accuracy of the colors or description of Products portrayed. In the event of a discrepancy between the image as reproduced on the monitor and the description, the description on the Website prevails.

#### **4 – Product availability**

The Product on the Site and selected by the Customer are generally available. Considering the possible purchases simultaneously on the Site, Products may not be available after sending purchase order proposal. In this case the Vendor undertakes to inform (by email) the Customer about unavailability of the Product(s) ordered. In this case the Customer has the right to obtain the reimbursement, without undue delay, of the amounts paid up to that point. The reimbursement procedures are indicated from the Vendor by email.

In the event of partial unavailability of the Products ordered, the GREENLIFE CALZATURE S.R.L. then immediately communicates to the Customer by email. In that case, the sales contract shall be finalized only for the Products actually available. The Customer, here too, has the right to obtain the reimbursement of any sums relative to the only unavailable Products.

GREENLIFE CALZATURE S.R.L. is not liable in the event of unavailability of the Products.

#### **5 – Purchase procedure**

The Customer can complete a purchase process only after registration on the Site. The Customer can register on Site or access into the “account” section in the home page, or access into the “account registration” section that appears only after selecting the Products to be purchased. In both cases the Customer will need to enter a valid email address and to create a password. Afterwards, the Customer receives a confirmation – email for the new account.

##### **Purchase order**

The Customer, following the process specified in the Site, sends to the Vendor a specific purchase proposal.

In detail the Customer, browsing the Site between the categories of existing Products, can select one or more Products they want to purchase, inserting them into “shopping cart”. The User, using the features available on Site, can enlarge the image of the Product(s), visualise the size and color of the Product(s).

After selecting one or more Products the User will have the possibility to:

- Move the cursor over the cart icon located at the top right of the Site and click on one of the following buttons: "View cart" and "Checkout". If the User selects "View cart", a screen will open with a summary of the previously selected Product(s). If the User selects "Checkout", a web page will open where data must be entered for invoicing and shipping the previously selected Product(s). On this page, the User will have to enter the credentials created for registering on the Site, the payment method and the data necessary for the payment itself, such as card number, expiration date, security code;
- Click directly on the "Proceed to checkout" button. In this case as well, a web page will open where to enter the data necessary for invoicing and shipping the previously selected Product(s), as well as for the Site registration credentials. Consequently, the User will also choose the method of payment for the relative payment.

Both the above assumptions, after entering all the required data, the User can select “Send the proposed purchase order with payment obligation”. In this case the User declares to have read all the information provided during the purchase process, to have fully accepted the following General Conditions and to have read the privacy policy.

Sending of the order constitutes an offer to purchase the selected Product (with no prejudice to the return policy – art. 1 of Shipping and return conditions). The sending of the order proposal by the Customer entails the obligation of the latter to pay the price of the ordered Product(s).

The Customer, before submitting the order proposal, can make the corrections of data entered following the process specified in the Site (for example the Customer may change the number of Products he intends to purchase, by adding or cancelling one or more Products to or from the “cart”).

## **6 – Order confirmation and execution of the contract**

The contract between Vendor and the Customer is executed upon receipt by the Customer of the acceptance by Vendor of the order proposal ("Order Confirmation"). The Order Confirmation will include a summary of the essential characteristics of the purchase Products, a detailed indication of the price and means payment, information on delivery charges, the address to which complaints may be addressed. The Customer undertakes to verify the correctness of the data contained in the Order Confirmation and to promptly communicate (by e-mail:

amministrazione@greenlifecalzature.it) any correction to the Vendor (no later than two days from receipt the Order confirmation). After this period, the Order Confirmation cannot be cancelled or modified.

The Vendor reserves the right to refuse or annul an order proposal in the following events (by way example but without limitation):

doubts about the veracity of personal data entered;

reported, or suspected, fraudulent or illegal activities, including suspected purchases for commercial purposes;

the Products are not available (with no prejudice to the provision set out under article 4).

Any refusal and/or cancellation of the order proposal will be communicated (by e-mail) by the Vendor to the Customer within 48 (forty-eight) working hours from receipt of the purchase proposal.

The Vendor will execute the contract only after receiving payment for the Product(s) from the Customer. In the event that the Customer does not complete payment within 5 (five) days of receiving the Order Confirmation, the purchase will be cancelled. The Vendor will communicate this to the Customer by e-mail.

## **7 – Shipping and return conditions**

Please go to the "[Shipping costs](#)" and "[Return and Refunds](#)" sections on the Website.

## **8 – Method of payment**

Payment of the price of the Products included in the order proposal and the relevant delivery charges, if any, shall be paid by the Customer by

credit card (Visa – Mastercard – American Express);

bank transfer

with platforms Paypal (<https://www.paypal.com/it>) and Stripe payments (<https://stripe.com/it>);

cash on delivery.

The transaction will be debited from the Customer's credit card only after: the credit card data has been verified and the authorization to debit the card has been received from the issuer of the card used by the Customer. No debit shall be made at the moment of transmission of the order proposal, with the exception of the temporary charge necessary to check the credit card's validity, if any. It is understood that once the order is executed, the said temporary charge will be cancelled and replaced just by the amount due by the Customer. Moreover, also in case the order is cancelled this temporary charge will be definitely cancelled as well.

The Vendor also accept payments made by bank transfer to the following IBAN code: IT 71 U 08462 23800 000005039055. In the Order Confirmation, the Customer will find all the information necessary for preparing the bank transfer. Payment shall be due within and not later than 5 (five) calendar days from the date of the Order Confirmation.

If Paypal/Stripe is chosen, the Customer will be redirected to the website [www.paypal.it](http://www.paypal.it) where the Client will pay for the Product(s) according to the procedure established and regulated by Paypal/Stripe and the terms and to contract conditions agreed between the Customer and Paypal/Stripe. The data entered on the Paypal/Stripe site will be processed directly by Paypal/Stripe and will not be transmitted or shared with the Vendor. GREENLIFE CALZATURE S.R.L. does not know and does not save in any way the credit card data connected to the Paypal/Stripe account, or the data of any other payment instrument connected to this account. In the event of termination of the purchase contract and in any other case of refund, for any reason, the amount due will be credited by Paypal/Stripe with the chosen payment method. Payment times on the Paypal/Stripe account depend exclusively on Paypal/Stripe and the banking system.

For cash on delivery, payment is made to the courier upon delivery of the purchased product. An additional amount of 5.00 (five/00) euro for orders shipped to Italy. Payment must be made directly to the courier, and may only be made with banknotes or coins. Only exact amounts, corresponding to the amount of the order, will be accepted: the courier cannot provide change. Bank or cashier's checks will not be accepted. Cash payment will be accepted only if they are within the legal threshold.

## **9 – Price**

The prices of the Products are indicated on the Website in Euro and are inclusive of all applicable taxes. Products must be added to the price of the delivery charges shown on the Website.

The vendor reserves the right to amend the price of the Products at any time without notifying the Customer. Any amendment shall become effective on the date of the publication of the new prices on the Website and, therefore, it shall only be effective in respect of purchases made after their publication.

## **10 – Legal guarantee of conformity**

In accordance with article 128 et seq. of the Consumer Code and as amended, all Products sold by the Vendor to the Customer, on the Website, are covered by the legal guarantee of conformity.

This guarantee applies when the Product is not suitable for the use declared by the Vendor or to which it is generally intended, or is devoid of the usual qualities and performances of the product of the same type that the Customer can reasonably expect.

In detail all Products are covered by the legal guarantee for 24 months from the date of delivery of the goods. The noticed defects have to be stated from within 2 months from detection. In this case the Consumer must contact in written the Vendor by using the contacts indicated to the article 1.

The complaint must contain the following essential elements:

number of the order confirmation;

defects found;

photographs showing the problems have encountered;

the name and the contacts details of the person to contact.

The Customer has a right to choose between repairing the defective product or replacing it, without charge in both cases, unless the requested remedy is objectively impossible or excessively expensive compared to the alternative.

The Vendor will communicate his willingness to accept the request or the reason it cannot be processed within 10 working days from the date on which the request was received. Should the Vendor accept the Customer's request, it must specify the shipping or return conditions of the Product, as well as the deadline for returning or replacing defective Product.

If repair or replacement is impossible or excessively burdensome, or the Vendor has not repaired or replaced the Product within a period indicated to the previous point, or the repair or replacement previously made have caused great inconvenience to the Customer, they may request, at its option, an appropriate reduction of price or rescission of the contract. In this case the Customer must communicate to GREENLIFE CALZATURE S.R.L. your request. The Vendor will communicate his willingness to accept the request or the reason it cannot be processed within 7 working days from the date on which the request was received.

## **11 - Liability and indemnity**

The Vendor does not assume any responsibility, except for its liability for fraud or gross negligence, in the following cases:

- a) direct or indirect damages, charges or expenses, resulting to the Customer in consequence of breach of the contract of sale for which the Vendor is not responsible (In the case the damages resulting from any acts or omissions of the Vendor, the Customer will have the right to the full refund of the price paid and any additional charges incurred);
- b) delays in delivery of ordered Products with respect to the indications in the present GSC, and due for unforeseeable circumstances and force majeure;
- c) inefficiencies or malfunctions connected to the use of the internet;
- d) fraudulent and illegal use by third parties of the credit cards during the payment of the acquired Products.

GREENLIFE CALZATURE S.R.L. cannot in any way be held responsible for:  
the product's improper use from the Customer and for the non-observance of the instruction manual;  
any damages caused to Customer and/or third parties as a result improper use.

## **12 – Processing of personal data**

Personal data are treat in accordance with the national regulations and European (Eu Regulation 2016/679 – GDPR) in force regarding the protection of personal data. To view full Privacy Policy, please go to the “Privacy Policy” section on the Website.

**13 – Applicable law and place of jurisdiction** All purchases order are deemed to have been placed in Italy and these General Conditions are subject to and interpreted exclusively under Italian law.

Any dispute regarding the validity, interpretation and execution of these General Conditions shall be subject to the mandatory territorial jurisdiction of the Court of the place of residence or domicile of the Consumer.

## **14 – Online dispute resolution for consumers**

The European Commission provides consumers residing in Europe with a platform for non-judicial alternative dispute resolution, including cross-border disputes, which is accessible at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>