

General terms and conditions of sale, SIMONA B. COLLECTION'S Unipersonale S.R.L.

These conditions are valid between SIMONA B. COLLECTION'S s.r.l. Unipersonale, registered office at Via Siemens 2/A – 41012 CARPI (MO), REA MO 306578, P.IVA 02493090365, hereafter referred to as "SIMONA B" and any person making online purchases on the www.simonab.it website, hereafter referred to as "CLIENT". These conditions may be subject to changes; the date the changes are made on the website is the date they come into effect.

These conditions govern purchases made on the www.simonab.it website, in accordance with the provisions of part III, subheading III, chapter I, of the Consumers Code, Leg. Decree no. 206/2005, amended by Leg. Decree. no. 21/2014 and Leg. Decree 70/2003 on e-commerce.

Article 1 - Object of the Agreement

With these general terms and conditions of sale, SIMONA B sells and the customer buys remotely movable goods specified and offered for sale on the www.simonab.it website. The contract is agreed exclusively via the internet, through CLIENT access to the www.simonab.it website and creation of a purchase order in accordance with the procedure provided on the site.

The client undertakes to examine these general terms and conditions of sale prior to confirming the order, in particular the pre-contractual information supplied by SIMONA B, and to accept them by ticking the box indicated.

The CLIENT will receive a link to download and store a copy of these general terms and conditions of sale in the order confirmation email, as provided by art. 51, paragraph 1 of Leg. decree 206/2005, amended by Leg. decree 21/2014.

ARTICLE 2 - Pre-contractual information for consumers - art. 49 of Leg. decree 206/2005

The CLIENT examines the characteristics of the goods, as described on the individual product data sheet when selected by the CLIENT, prior to confirming the purchase agreement.

Prior to confirming the purchase contract and prior to validating the order with "confirm payment", the CLIENT will be notified of:

- the total price of the goods inclusive of taxes, with details of delivery charges and any other costs;
- methods of payment;
- the deadline by which SIMONA B undertakes to deliver the goods;
- terms, conditions and procedures for exercising the right of annulment (art. 6 of these terms) and annulment form as set out in annex I, part B of Leg. decree 21/2014;
- information that the CLIENT shall bear the cost of returning the goods in the event of annulment;

The customer may at any time and in any case before confirming the agreement, take cognizance of information relating to SIMONA B, geographic address, telephone and fax numbers, e-mail address and any information reported, even subsequently:

SIMONA B. COLLECTION'S S.R.L. Unipersonale

Registered Office Via Siemens, 268 – 41012 - Carpi (MO)

Tel. +39 059.680162 - Fax +39 059.652438

marketing@simonab.it

ARTICLE 3 - Confirmation and validity of the agreement

The sending of an email confirmation by SIMONA B to the CLIENT is considered as confirmation of the agreement. The email contains the CLIENT's data and order number, the price of the goods purchased, delivery costs, the address to which the goods will be delivered and a link to print and store a copy of these terms and conditions.

The customer undertakes to check that his/her personal data is correct and to notify SIMONA B promptly of any errors.

SIMONA B undertakes to describe and present the items sold on the website in the best way possible. Nevertheless some errors, inaccuracies or slight differences may occur between what is shown on the website and the actual product. Additionally, any photographs that appear on www.simonab.it are representative only and do not constitute any part of the agreement.

SIMONA B undertakes to deliver the goods within 30 days after e-mail confirmation of the order is sent by SIMONA B to the CLIENT.

ARTICLE 4 - Availability of products

Availability of products refers to current availability at the time the customer makes the order. This must however be considered as purely indicative, since multiple users may be using the site simultaneously and products may be sold to other CLIENTS before the order is confirmed.

Partial or total non-availability of goods may also occur even after the email confirmation of the order has been sent by SIMONA B. In this event, the order will be automatically adjusted by removing the product which is not available and the customer will be immediately informed by email.

If the customer requests cancellation of the order and termination of the contract, SIMONA B will refund the amount paid within 14 days from the day on which SIMONA B receives notification of the CLIENT's decision to terminate the contract.

ARTICLE 5 - Methods of payment

All payments by the CLIENT must be made using one of the credit cards listed on the www.simonab.it website or via Paypal.

In the case of credit card payments, the actual cost of the order will only be debited once the order is complete and ready for delivery.

When paying with Paypal, the actual cost will be debited when SIMONA B sends email confirmation of the order.

Any communication relating to payment and CLIENT data at the time these are sent are done via special secure lines. Credit card payments are secured by VBV (Verified by VISA) and SCM (Security Code Mastercard) certification.

ARTICLE 6 - Prices

All sales prices for products shown on the www.simonab.it website are in euros and are inclusive of VAT.

Delivery charges are not included in the price, but are shown and added at the end of the purchase process, before payment is made.

The CLIENT accepts SIMONA B's discretion to modify their prices at any time, however, goods will be invoiced on the basis of prices indicated on the website at the time the order is made and as indicated in the order confirmation email sent by SIMONA B to the CLIENT.

In the case of computer, manual, technical, or any other type of error that may result in a substantial change to the retail price, either substantially higher or substantially lower, not intended by SIMONA B, the purchase order will be considered invalid and cancelled, and the amount paid by the CLIENT will be refunded within 14 days from the day of cancellation.

ARTICLE 7 - Right to cancel

In accordance with the legal provisions in operation, the CLIENT is entitled to withdraw from the purchase, without penalty and without specifying any reason, within 14 days from the date of the goods are received.

Any CLIENT wishing to exercise his/her right to cancel must notify SIMONA B with an explicit declaration sent by recorded delivery.

The CLIENT may exercise his/her right to cancel by sending an explicit declaration containing the decision to withdraw from the contract, or alternatively submit the cancellation form as listed in annex I, part B, Decree 21/2014 (not mandatory) the text of which is below:

Cancellation form pursuant to art. 49, paragraph 1, section h)

(please complete and return this form only if you want to withdraw from the contract)

SIMONA B s.r.l. COLLECTION'S SRL Unipersonale Via Siemens, 2/A— 41012 Carpi (MO),tel: +39 059 680162 - fax: +39 059 652438+39 059 652438e-mail: info@simonab.it/we (*) hereby notify the withdrawal from my/our (*) contract of sale for the following goods/services (*)

- Ordered on (*)/received on (*)

- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is sent in printed version)
- Date

(*) Delete as appropriate.

Where right to cancel is exercised, the CLIENT must return the goods within 14 days from the day on which he/she communicated his/her intention to withdraw from the contract to SIMONA B, pursuant to art. 57 of Leg. decree 206/2005.

The goods must be returned to SIMONA B. COLLECTION'S SRL Unipersonale, Via Siemens 2/A - 41012 Carpi (MO), by GLS Courier within Italy or TNT from abroad.

The CLIENT will bear the cost of returning the goods.

The goods must be returned undamaged in the original packaging, complete with all parts (including packaging) and complete with financial documentation attached. Without prejudice to the right to verify compliance with the above, SIMONA B will refund the amount of the goods subject to cancellation within a maximum period of 14 days, including any delivery charges.

In accordance with art. 56, paragraph 3 of Leg. decree 206/2005, amended by Leg. decree 21/2014, SIMONA (B) may suspend the refund until the goods are received, or until the CLIENT provides proof that the goods have been returned to SIMONA B.

SIMONA B. will refund using the same means of payment chosen by the customer at the time of purchase.

ARTICLE 8 - Delivery mode

SIMONA B will deliver the goods by GLS express courier within Italy and by TNT abroad, to the address indicated by the CLIENT when ordering, no later than 30 days from the date the CLIENT receives the confirmation of order email sent by SIMONA B.

SIMONA B will issue an invoice of goods delivered for every order placed on the www.simonab.it website. The invoice will be sent on-line to the email address indicated by the CLIENT at the time of purchase. A printed copy of the invoice will be attached to the package delivered. After the invoice has been issued no changes can be made to the details contained in it.

Article 9 – Liability

SIMONA B assumes no responsibility for disruption due to force majeure or unforeseeable circumstances, even where caused by malfunctions or disruptions to internet services, in the event of failure to complete the order within the expected time period of the agreement.

ARTICLE 10 - Access to the website

The CLIENT has the right to access the site for reference and to make purchases. The website and its contents may not be used for any other purpose, especially for the purpose of trade. All elements used on this site, both visual or audio, and related technology, are the property of SIMONA B and are protected by intellectual property rights.

ARTICLE 11 - Cookies

The www.simonab.it website uses "cookies". Cookies are electronic files which record information relating to the CLIENT'S site navigation (pages consulted, date and time of consultation, etc.) and allow SIMONA B to offer personalised service to its clients.

SIMONA B informs CLIENTS that creation of these files may be disabled by accessing the CLIENT'S internet configuration menu. Doing so will prevent any online purchases by the CLIENT.

ARTICLE 12 - Integrality

These general terms and conditions of sale are constituted by the totality of the clauses they are comprised of. If one or more provisions contained in these general terms and conditions of sale is considered invalid or declared as such pursuant to law, regulation, or following a decision by a court of law, the other provisions will continue in full force and effect.

ARTICLE 13 - Law and jurisdiction in force

These general terms and conditions of sale are subject to Italian law.

PRIVACY STATEMENT

Processing of personal data statement (art. 13 Leg. decree 30-06-2003 n. 196). SIMONA B, owners of the data supplied by the user reading this declaration, by whatever means the data is supplied (provided at point(s) of sale, by registration form/online registration, etc...), informs the user that such information will be treated in accordance with the laws of data protection legislation Leg. decree no. 196 dated 30-06-2003 for the following purposes:

1) invitations to events, newsletters, announcements of commercial offers and promotions, advertising material and any other promotional or commercial initiative; 2) competitions and/or prize-based events; 3) market research and any other marketing study (carried out directly or by specialist companies).

Data processing is done with electronic and/or manual tools, in compliance with the above purposes and, in any eventuality, ensuring data security. The provision of data is optional; however, total or partial unavailability of data will make it impossible to pursue the aims referred to in points 1, 2 and 3.

This data will be stored and processed in the manner set out in Leg. decree no. 30-06-2003 no. 196, by adopting all the minimum security measures required.

User data may be disclosed to delivery agencies, telephone companies, publishing companies, advertising agencies, companies specialising in market analysis and/or carrying out market research, service companies for promotions management, including competitions and/or prize events, other sales outlets including digital, also to all commercial chains that distribute SIMONA B products, consultants and agents, companies and suppliers of the products purchased.

Users may obtain confirmation of the existence or otherwise of their data at any time and be informed of its content and origin, verify the accuracy of it or request it to be merged, updated or corrected (Art. 7, Leg. decree no. 196 dated 30-06-2003).

Pursuant to the same article, interested parties have the right to request deletion, transformation into anonymous form or blocking of data processed in violation of the law, and in any case to object to its processing for legitimate reasons. Interested parties may exercise

their rights under article 7 of Leg. decree 30-06-2003 no. 196 at any time by sending an email to marketing@simonab.it. The same email address can be used for any questions or comments regarding the information provided on the processing of personal data.

Any dispute for which no amicable solution can be found will be subject to the exclusive jurisdiction of the Court, the Court of jurisdiction being MODENA. Mediation procedures may be used as an option for any case, pursuant to Leg. decree 28/2010, for the resolution of any disputes arising from the interpretation and execution of these general terms and conditions of sale.

General terms and conditions of sale, updated 13 June 2014