

## **FORMIFICIO S.T.F. S.R.L.**

with registered office at Via Chiesa 74, 30039 Stra' (Venice), Italy  
Venice Register of Companies No. 122343; VAT No. 00200640274; Venice Economic and  
Administrative Index No. 122343, company capital €50,000.00 fully paid up

### **GENERAL CONDITIONS OF SALE VALID FROM 22 FEBRUARY 2018**

The present General Conditions of Sale govern offers and sales effected through the website [www.formificiostf.it](http://www.formificiostf.it) (hereafter "the Website"). The products of Formificio S.T.F. that can be purchased through the Website are lasts for footwear, finished according to customers' specifications (hereafter "the Products").

Formificio S.T.F. can be contacted directly by accessing the Website and compiling the Contact Us form found at the bottom of every page and in the *Contacts* section. Alternatively, to request information or assistance, or to send messages or make complaints, the following channels can be used: phone +39 049 9801296; fax +39 049 9801291; e-mail [info@formificiostf.it](mailto:info@formificiostf.it).

Customers are requested to read carefully these General Conditions of Sale which Formificio S.T.F. provides in pdf format.

The General Conditions of Sale applicable to any Order are those in force at the date of transmission of the said Order. These General Conditions of Sale may be modified at any time and become valid from the moment of publication on the Website. Customers are therefore responsible for checking for variations in these General Conditions of Sale.

#### **1. REGISTRATION**

Customers must register for the Website and be accepted by Formificio S.T.F. before they can order Products. Registration and acceptance also enables customers to:

- consult Orders on line and view a log of previous Orders (and, by clicking on the number of each Order, view full details of it, including product details, shipping address and billing address);
- receive offers for Products;
- manage their personal profile (and change the password required to access the reserved area).

Registration and acceptance for the Website are free of charge.

To register for the Website, Customers can click on the "Access" link at the top right of the home page, then click on the "Create account" button and compile the Registration Form, entering an e-mail address, password and billing and shipping addresses. The Registration Form can also be accessed from the "On-line shop" page, by clicking the "Register" button.

The registration procedure will be completed within the following two working days, when Formificio S.T.F. sends Customers an e-mail accepting the registration credentials and confirming registration. This procedure associates Customers' names with the e-mail addresses and passwords provided. From this moment on, Customers can use their passwords to access the reserved area of the Website.

Customers guarantee that identifying details provided when registering for the Website are complete and accurate and undertake to keep Formificio S.T.F. fully indemnified against all damages, reimbursements and sanctions deriving from or in any way connected with their violations of Website registration rules or failure to keep registration credentials safe.

Customer may modify the identifying details provided at the moment of registration at a later time by accessing the reserved area and selecting from the menu the “Modify profile” function, which allows previously entered details to be overwritten.

Formificio S.T.F. reserves the right to refuse registration requests and to revoke a Customer’s acceptance in the circumstances listed in Article 3 “Refusal of orders”.

## **2. INFORMATION REQUIRED TO CONCLUDE A CONTRACT OF SALE**

The purchase of Products through the Website is permitted to Customers acting in the quality of Consumers, as defined under Article 3, section 1, letter a) of Italian Consumer Protection Law (according to which Consumers are physical persons acting for purposes unrelated to whatever business, trade or profession they exercise) and to Customers not defined as Consumers.

Inclusion of a VAT number in a purchase order indicates that the purchase is being made for purposes related to the Customer’s business, trade or profession.

In either case, purchase of Products through the Website is permitted only to persons over 18 years of age who have registered for and been accepted for the Website.

To order one or more of the Products through the Website, Customers must access the reserved area, entering the e-mail address and password specified in the confirmation mail sent to the e-mail address given during the registration process.

The entire catalogue of the on-line Store can be consulted from within the reserved area. The Shop sells all Products, identified by two-dimensional images, article code, description, size chart and minimum reference price. Consultation of the catalogue is facilitated by a search system based on a set of filters.

All Products purchasable from the Website are listed in the Shop.

To select a Product simply click on the box associated with it and then click on the Continue button. Each Product selected must be customised by selecting numbering, size, marking, scoop-block, hinge, thimble, patterning options and ball girth variation.

Given the particular nature of the Products sold through this Website (determined by a series of variables such as foot type, model and fit), Formificio S.T.F. informs Customers that the Products cannot be classified according to a single, universal scale of measurements.

At the time of selecting sizes, Customers must therefore be aware that the sizes offered by the Website fall within a range of conventionally adopted measurements and must therefore be taken as approximations.

The size of a last is therefore no guarantee of fit, which depends on the morphology of the foot and on the construction of the finished footwear (type, model, materials, production method, etc.). On the basis of the options selected from the lists of possible values, the system automatically produces a summary of the characteristics of the customised Product and automatically calculates the total cost of the order, inclusive of pre-payment for modelling if relevant. VAT and order processing costs are added to this figure.

If the Customer clicks on the “Add to cart” button, the system displays the Order Form in electronic format.

If the Customer clicks on the “Submit and pay” button, the compiled Order Form is transmitted telematically to Formificio S.T.F..

Before submitting an Order Form, Customers should check all details and correct, by overwriting, any mistakes in the selections and options specified.

When a Customer submits an Order Form, an e-mail confirming that the Order Form has been received is sent to the e-mail address specified in the registration confirmation.

Customers are responsible for ensuring that Order Confirmation e-mails are received, and for contacting Formificio S.T.F. if they are not received.

"Order Confirmation" e-mails contain an order number, a link to the General Conditions of Sale, a summary of the characteristics of the Product purchased, a detailed breakdown of price, the payment method chosen by the Customer, shipping costs and all applicable taxes and duties.

Customers are responsible for verifying the correctness of the details given in the Order Confirmation and notifying Formificio S.T.F. of any corrections by e-mail within 24 hours.

All orders have to be accepted by Formificio S.T.F..

Both the Order and the Order Confirmation are taken as received the moment the parties to which they are addressed are able to access them.

The Order Form and the Order Confirmation are archived in the database of Formificio S.T.F. for the time necessary to process the Order and for the period required by applicable law.

### **3. REFUSAL OF ORDERS**

Formificio S.T.F. reserves the right to refuse Orders submitted:

- by Customers with whom a legal action or extra-judicial controversy is ongoing;
- by Customers who have previously violated the terms and conditions of a Contract of Sale with Formificio S.T.F.;
- by Customers who have been involved in fraud of any kind, with particular reference to credit card payment fraud;
- by Customers who have registered false, incomplete or misleading identifying data;
- when accepting the order could in some way damage the standing of Formificio S.T.F. on the market.

If an order is refused, Formificio S.T.F. shall refund any payment already made within 10 days.

### **4. UNAVAILABILITY OF PRODUCTS**

Formificio S.T.F. only makes Products in response to Orders received, and performs all production in-house. It may happen that certain Orders, even confirmed, cannot be completed because of problems of various kind associated with the production process. In such cases, Formificio S.T.F. shall advise Customers immediately, by e-mail. Under such circumstances, Customer shall be entitled to cancel the Contract of Sale. Furthermore, if a Customer has already paid the total due (see the Payment Methods section), Formificio S.T.F. shall reimburse the said sum in as short a time as possible and in no case later than 7 working days from the cancellation of the Contract of Sale. The sum concerned shall be credited to the Customer using the same method of payment used by the Customer to pay for the purchase, in accordance with the provisions of the Payment Methods section.

### **5. PRICES**

All prices published in the on-line Shop are expressed in Euros (€) and are stated net of VAT, shipping costs (delivery being ex-works), customs duties and any other form of sales tax.

Formificio S.T.F. reserves the right to modify the sale price of Products at any time. The price debited to the Customer shall always be that stated on the Order Form and confirmed in the Order Confirmation.

Before submission of the Order, the sale price shall be augmented by a separate value for VAT, applied according to the law governing sales within the European Union, and by the shipping costs charged to the Customer, which may vary depending on the method of shipment, the quantity of Products concerned, their volume, weight and destination.

VAT and shipping costs must be paid along with the sale price.

If Products have to be shipped outside Italy, and especially to a country outside the European Union, the total price stated on the Order and confirmed in the Order Confirmation shall be net of

excise, customs duties and all sale taxes, which the Customer undertakes to pay, if due, in addition to the sale price indicated in the Order and confirmed in the Order Confirmation, according to the law of the country to which the Products are shipped. Customers are therefore required to obtain information on applicable customs duties and sale taxes from the relevant authorities of the country to which the Products are shipped.

The Customer is exclusively responsible for paying all additional costs, expenses, taxes and/or duties that any given country may apply for any reason whatsoever to Products ordered under these General Conditions of Sale.

The Customer hereby accepts that failure to know of the costs, expenses, taxes and/or duties applied in the case described above at the moment of submission of an Order to Formificio S.T.F. does not constitute sufficient cause to cancel the Contract of Sale, and further accepts that the said expenses may under no circumstances be debited to Formificio S.T.F..

Prices, conditions and methods for shipments abroad may need to be defined with Formificio S.T.F..

## **6. PAYMENT METHODS**

The Customer may pay the total due using any of the following pre-payment methods:

- bank transfer made out to FORMIFICIO STF SRL specifying the IBAN given in the Order Confirmation e-mail, within 7 days of receiving the same, giving details in advance by fax to the number +39 049 9801291 or by e-mail to info@formificiostf.it.
- credit card (using Paypal)
- Paypal.

## **7. SHIPMENT METHODS**

Sales are delivered ex-works.

All costs for shipment to destination are charged to the Customer. The total cost (inclusive of VAT) of these expenses, which may vary depending on the shipment method chosen by the Customer, the destination, the number and weight/volume of Products purchased, will be stated clearly and separately before the Customer submits the Order Form and will be repeated in the Order Confirmation.

If the Customer specifies a carrier of his own choosing, no cost for shipping will be specified on the Order Form because it will be assumed that the Customer will arrange payment with the carrier directly.

Products are accompanied by a standard transport document.

Products are delivered to the shipping address indicated by the Customer on the Order Form.

Shipment terminates at the street number of the consignee or at whatever other place is specified in the transport documents, but always at ground floor level.

Products are delivered to the carrier in 3 to 30 working days.

Formificio S.T.F. cannot be held liable for late or non-delivery:

- if the Customer has given an incomplete or incorrect delivery address;
- in the event of force majeure (by way of example only, accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods, heavy snow and similar events);
- in the event of causes attributable to the carrier.

At the time of reception of the Products, Customers are recommended to check:

- that the number of packs received corresponds to the figure on the transport document;
- that the packaging is whole, undamaged and neither wet nor altered;
- that the closing materials (adhesive tape or plastic coated straps) have not been tampered with.

Customers are also invited, in their own interest, to report any damage to the packaging or discrepancies in the number of packs received by marking the receipt of delivery returned to the carrier with the wording "FURTHER CHECKS REQUIRED" and specifying the reason for the reservation (e.g. "perforated packaging", "crushed packaging", etc.).

If Customers accept Products without any form of reservation, they may lose the right to take action against the carrier in the event of loss or damage to the Products, unless the said loss or damage can be shown to be due to wilful damage or gross neglect by the carrier, with the exception of partial loss or damage that cannot be detected at the time of delivery. Loss or damage that cannot be detected at the time of delivery must be reported as soon as it is detected, and in no case later than 8 days from the date of reception of the Products.

Customers are obliged to receive delivered Products. In the event of non-delivery because of the absence of the consignee, the carrier shall leave a record of the delivery attempt (attempted delivery note) with instructions on how to arrange a new delivery.

In all cases, when Formificio S.T.F. transfers Products to a carrier, the Customer is so advised by a "Shipment Confirmation" e-mail.

Shipment is complete when the Products or control over them are transferred to the Customer.

## **8. BILLING**

For every purchase of Products from the Website, Formificio S.T.F. issues an invoice and sends it with the Products themselves.

Invoices are issued on the basis of information provided by the Customer when the Order is submitted to the Website, which the Customer warrants to be accurate. Once issued, invoices cannot be altered.

## **9. RIGHT OF CANCELLATION**

Customers may not cancel Contracts of Sale, as the Products concerned are made to specifications and completely personal.

## **10. WARRANTY AGAINST DEFECTS AND NON-CONFORMITIES**

Products purchased by Customers are covered by a 12 months manufacturer's warranty against defects and non-conformities not detectable at the time of purchase.

Products purchased by Customers who are defined as consumers (i.e. purchases made for purposes unrelated to whatever business, trade or profession the Customer exercises) are covered by a 2 year manufacturer's warranty against defects and non-conformities not detectable at the time of purchase.

Defects must be reported promptly to Formificio S.T.F. by sending a fax to the number +39 049 9801291 and/or an e-mail to [info@formificiostf.it](mailto:info@formificiostf.it), stating the code of the article and giving details of the defect, with photographs attached, along with a copy of the invoice and transport documents.

If Formificio S.T.F. is unable to return a Product, repaired or replaced under the warranty, to a Customer, the sum paid for it shall be refunded, considering its state of use.

If Formificio S.T.F. decides to verify a Product and repair or replace it under the warranty, the Customer must ship the defective Product at his own expense to the offices of Formificio S.T.F. at Via Chiesa 74, 30039 Stra', Venice, Italy, in the original packaging, adequately sealed and complete in all parts.

Customers are therefore required to keep the original packaging and all the documentation associated with purchased Products until the end of the warranty period.

Formificio S.T.F. cannot be held liable for delays in making repairs or replacements. If a reported fault proves not to be a defect or non-conformity according to Article 129 of Legislative Decree 206/2005, all costs incurred by Formificio S.T.F. for verification, restoration and transport of the Product shall be charged to the Customer. Formificio S.T.F. assumes no responsibility for damage caused by improper use of Products.

The warranty does not cover damage caused directly or indirectly by incorrect or improper installation or use.

The warranty likewise excludes non-conformities caused by negligence or lack of care in the use of the Product, damage incurred during transport (which must be reported to the carrier as stated above), or damage not attributable to defects of manufacture and/or conformity to the original Order.

### **11. CLAIMS**

Information may be requested, communications sent, assistance requested and claims made by writing to Formificio S.T.F., Via Chiesa 74, Stra' (VE), Italy or by sending an e-mail to [info@formificiostf.it](mailto:info@formificiostf.it) or by compiling the Contacts form on the Website. Formificio S.T.F. shall respond to claims by e-mail or post within 5 working days.

### **12. APPLICABLE LAW**

Contracts of Sale established through the Website are subject to Italian law.

### **13. COURTS OF JURISDICTION**

All B2B controversies arising from the interpretation and/or execution of these General Conditions of Sale shall be referred exclusively to the courts of Venice.