

Please read these General Terms and Conditions of Sale carefully before making any purchase. By making any purchase, you fully accept these General Terms and Conditions of Sale.

GENERAL CONDITIONS OF USE AND SALE

General information

These General Terms and Conditions of Sale (hereinafter "General Terms and Conditions") are drafted in compliance with the legislative provisions of the Italian Civil Code, Legislative Decree n. 70 of 09.04.2003 concerning information society and electronic commerce services and Legislative Decree n. 206 of 06.09.2005 modified by Legislative Decree n. 21 of 21.02.2014 (the so-called Consumer Code), and, in particular, Chapter I of Title III of Part III (Articles 45 to 67), and regulate the offer and sale of products through the website www.sdays.it (hereinafter the Site).

The "SDAYS" brand products marketed on the Site (hereinafter the Products, also in the singular version) are sold by PLUS COTONE srl with registered office in Musile di Piave (VE) (30024) - Italy - Via delle Industrie n.71 (Vat no. 04011210277 – R.E.A. 357620), owner of the Site. All communications must be sent to the Commercial Office in Via Nazionale 182/A, 40051 Altedo di Malbergo (BO) - Italy.

1) Scope of application

1.1 The General Conditions apply and govern all sales contracts concluded through the Site by PLUS COTONE srl, as identified above, hereinafter "the Seller".

1.2 The General Conditions may be changed at any time; each User, therefore, is required to consult the aforementioned before proceeding with any purchase.

1.3 In any case, the version of the General Conditions in force on the date of dispatch of the purchase order will be applied to each sale.

1.4 The General Conditions apply regardless of the User's nationality, provided that the delivery of the Products must take place in one of the countries for which the Site provides the online sales service and that this country corresponds to that of the country of User registration.

2) Shipping Countries

2.1 The purchase of the Products through the Site is currently possible in the countries specified on the Site in the "Shipments" section.

2.2 The Seller reserves the right to restrict the list of countries referred to in point 2.1.

3) Purchases on the Site - Restriction

3.1 The purchase of Products on the Site is reserved exclusively to natural persons acting as consumers and who are over eighteen years of age. Children under the age of 18 may only purchase Products with the involvement of a parent or guardian.

3.2 By consumer is intended the natural person acting for purposes unrelated to the commercial, entrepreneurial, artisan and professional activity that may be carried out.

3.3 In consideration of its commercial policy, the Seller reserves the right not to accept proposals for purchase order made electronically through the Site from parties other than the "consumer" or in any case proposals for purchase orders that do not comply with its commercial policy, such as, for example, proposals for orders for which there is a report or suspicion of fraudulent or illegal activities. In such cases the Seller will notify the User of the rejection of the order proposal.

All order proposals sent to the Seller and returns made by Users must correspond to normal consumption needs. The Seller therefore monitors the number of order proposals transmitted and the returns made.

3.4 The purchase made through the Site implies for the User full knowledge and acceptance, without reservations, of the General Conditions.

4) Direct information to the Conclusion of the Contract with the Seller pursuant to Legislative Decree 9/4/03 n. 70

4.1 To purchase online, the User must complete the appropriate login form on the Site;

4.2 It is forbidden for the User to enter data, in whole or in part, that is not true; the personal data and e-mail communicated must, therefore, be personal and real, and not of third parties and/or imaginary.

4.3 The User, by filling in the login form, certifies, under his/her own exclusive responsibility:

i. the correctness and truthfulness of the data required to activate the service;

ii. to be eighteen years of age or older;

iii. to act as a consumer;

iiii. to have previously read the General Conditions of Sale and the Information on the right of withdrawal and the Privacy Policy.

4.4 Once the login form has been filled in, the User must fill in an order proposal form in electronic format prepared by the Seller and send it electronically, following the instructions indicated.

4.5 As required by law, before confirming the order, the Seller will make all information referred to in art. 49 of the Consumer Code available to the User with particular but not exhaustive reference to the main characteristics of the Products, the right of withdrawal and the total price including taxes and shipping costs, indicating that any customs duties will be borne by the User; information concerning the right of withdrawal, in particular, is provided through the standard [instructions on the right of withdrawal referred to in Attachment I part A pursuant to art. 1 paragraph 1 of Legislative Decree n. 21 dated 02.21.2014](#).

4.6 As required by art. 51 paragraph 3 of Legislative Decree n. 206/2005, the function provided to forward the order proposal contains the clarification "Order with obligation to pay".

4.7 To complete each order, the User is required to confirm the economic transaction concerning the payment of the price of the Products included in the cart and the shipping costs; to this end, at the end of the Product selection procedure and confirmation of the User's data, the Site redirects the User to the page of the bank that manages the economic transaction.

4.8 Orders that do not record the corresponding economic transaction are automatically canceled.

4.9 Upon receipt of confirmation of the validity of the payment method indicated in the order and confirmation of the same, the Seller will send to the User, by e-mail, to the e-mail address communicated during login, a written confirmation of the order, as required by art. 51 paragraph 7 of Legislative Decree n. 206/2005 also containing a copy of the General Terms and Conditions of Sale and the summary document on the Right of Withdrawal which will have already been viewed and accepted as a necessary step in the purchase procedure.

4.10 The presentation of Products through the Site constitutes an invitation to offer; the completion and the correct sending of an order through the Site will be considered as a contractual purchase proposal.

The receipt of the order which does not yet constitute acceptance of the proposal will be communicated via e-mail. In fact, the order must be subjected to a procedure of data verification and availability of Products and the shipper.

The contract will be concluded only when a separate e-mail of acceptance of the purchase proposal is sent, which will also contain information relating to the shipment of the product, the expected delivery date and more generally the information required by art. 49 of the Consumer Code.

4.11 The Seller reserves the right not to accept the order in the event of failure to authorize payment by credit card by the relevant operator or in the event of unavailability of the Products or the actual and real impossibility of delivery to the place of destination communicated to him/her by the shipper.

4.12 If the order is not accepted, the Seller will promptly notify the User by e-mail.

4.13 The User may, at any time, monitor the status of his/her order through the appropriate section "MY ORDERS".

4.14 The User, in any case, is always required to keep the order number communicated to him/her by the Seller, as said number must be indicated in any communication with the Seller.

4.15 The languages available to conclude a sales contract through the Site are Italian and English.

4.16 Once the online purchase procedure has been completed, the User undertakes to maintain the General Terms and Conditions and the information on withdrawal and privacy, including printing them. The same will have already been viewed and accepted, as a necessary step in the purchase procedure and sent on a durable medium (e-mail).

4.17 The order of the User, the confirmation of the order of the Seller and the conditions applicable to the relationship between the parties will be stored electronically by the Seller in its computer systems. The User may request a copy by sending a communication by email to the Seller at: marketing@pluscotone.it

5) Choice and availability of the Products

5.1 The Products offered for sale through the Site are "SDAYS" brand clothing and accessories, present in the catalogue published on the Seller's Site at the time of the order by the User.

5.2 The Product catalogue may be periodically updated by the Seller, who, therefore, does not give any guarantee as to the permanence of a product among those available online; under no circumstances will the Seller guarantee the availability of all sizes/versions for each item/color in the catalogue.

5.3 In the Product catalogue, each product is accompanied by a descriptive sheet that illustrates the main characteristics; the images and colors of the Products present in the descriptive sheets may, however, not correspond faithfully to the real ones due to the settings of the computer systems or the devices used by the User to view the Site. The images published, therefore, are to be considered as indicative and subject to normal tolerances of use.

6) Prices, Purchase Conditions and Payment Methods

6.1 The sales prices are those published online at the time of completion of the order and are inclusive of VAT, if applicable in the country of shipment of the Products; prices are expressed in euros.

6.2 The prices indicated in the online catalogue may be subject to change without prior notice. It is the responsibility of the User, therefore, to ascertain the final price before sending the purchase order.

6.3 The Seller also reserves the right to apply different sales prices depending on the country of delivery of the Products.

6.4 The payment of the Products can only be made in the following ways:

- Credit card (Visa, Mastercard);
- PayPal.

6.5 Financial information (such as credit card number or expiration date) will be forwarded, via encrypted protocol, to the institutions that provide the related remote electronic payment services without third parties having access in any way. Such information, moreover, will never be used by the Seller except to complete the purchase procedures and to issue the related refunds in the event of any returns of Products following the exercise of the right of withdrawal by the User or when necessary to prevent or report fraud on the site to the police.

6.6 The sale price is charged when the order is shipped.

7) Delivery Methods, Expenses and Other Charges

7.1 The Products are delivered, through affiliated couriers, directly to the User, to the shipping address specified by the User in the order.

7.2 The Site allows you to request delivery of the Products to an address other than the User's own. In any case, it is the responsibility of the User to indicate all the references necessary for the successful delivery (for example, if it was the address of a third party, specify the name on the bell/intercom at which to make the delivery).

7.3 It is not possible to collect the Products purchased through the Site directly from the Seller's warehouse.

7.4 The shipping costs provided may vary depending on the country chosen by the User, [as shown in the table available on the Site](#), which may vary.

7.5 If the Products are to be delivered in a country outside the European Union, the total price indicated in the order and confirmed in the order confirmation, including indirect taxes (if applicable) is net of any customs duties and any other sales tax, which the User undertakes to pay, if due, in addition to the price indicated in the order and confirmed in the order confirmation, in accordance with the provisions of the law of the country in which the Products will be delivered. The User is invited to inquire with the competent authorities of his/her country of residence or destination of the Products, in order to obtain information on any duties or taxes applied in his/her country of residence or destination of the Products.

7.6 The User is solely responsible for any additional costs, charges, taxes and/or duties that a given country may apply, for any reason whatsoever, to the Products ordered in accordance with these Conditions.

7.7 The User declares that the lack of knowledge of the costs, charges, taxes and/or duties referred to in paragraphs. 6.3 and 6.4 above, at the time an order is sent to the Seller, will not constitute a cause for termination of this contract and that it will not be able in any way to charge the aforementioned charges to the Seller.

7.8 The User shall bear the costs and any additional costs. The amount of the shipping costs with regard to the cost of the courier will be specifically and separately indicated in the order summary before the User transmits it, as well as in the order confirmation e-mail referred to in Article 4.

7.9 Upon delivery of the Products to the courier, the User will receive a confirmation notice from the Seller by e-mail in which the details of the shipment will be specifically indicated.

7.10 Product delivery times vary depending on the destination countries.

7.11 Delivery is expected within 3-5 working days except for delays due to customs controls not dependent on the will of the Seller.

Failure to deliver within the aforementioned terms will not constitute non-fulfillment if the Products are delivered without unjustified delay and in any case within thirty days pursuant to art. 61 of the Consumer Code. Beyond this period, if the User does not intend to grant an additional period, he may request the termination of the contract and the return of the amount paid in accordance with the aforementioned article.

7.12 Both in Italy and abroad, the delivery procedure provides that, in the event of the absence of the recipient at the time of the courier's access, the agent will leave a notice in order to subsequently finalize the shipment, which will indicate the contact details to arrange the second delivery.

7.13 The User always has the possibility to check the status of his/her order in the specific section "MY ORDERS".

7.14 The delivery of the Products is considered completed when the consumer, or the third party designated by him/her and different from the carrier, materially enters into the possession of the goods; from that moment, as by law, the risk of loss or damage to the Products, for reasons not attributable to the Seller, is transferred to the User.

8) User Obligations on Delivery

8.1 The User acknowledges that the collection of the Products represents an obligation deriving from the sales contract concluded with the Seller.

8.2 In the event of non-delivery due to the absence of the recipient during the attempts provided by the procedure applied by the courier, the package will remain in storage with any costs borne by the User.

8.3 If, within the terms indicated by the courier in the notice left to the User, the package is not collected, it will be returned to the Seller.

8.4. In the case referred to in paragraph 8.3, the contract shall be considered terminated by law pursuant to art. 1456 cc, with simple communication by the Seller sent by e-mail to the User, and, therefore, the order will be canceled for all purposes. Within 15 days of the aforementioned communication, the Seller will then refund the total amount paid by the User for the Products, minus the costs of the unsuccessful shipment, the costs of returning the Products to the Seller and any other expenses that the Seller has incurred due to non-delivery due to the absence or inactivity of the User in fulfilling the obligation to receive the delivery.

8.5 The refund due under art. 8.4 will be credited to the same payment method used by the User.

8.6 Following the communication referred to in art. 8.4, the User who intends to request delivery of the Products must necessarily proceed with a new order.

8.7. The Seller reserves the right to refuse orders from Users in respect of whom the Seller has previously invoked the express termination clause referred to in paragraph 8.4. for breach of the obligation to receive delivery of the Products.

8.8 Upon receipt of the Products, the Customer is required to verify the conformity of the same in relation to the order, paying particular attention that:

- the number of packages indicated on the carrier's letter corresponds to the number of packages actually delivered;

- the package is intact and not damaged or tampered with.

Any anomalies (such as, for example, tampering, damage to the packaging) must be specifically indicated in writing directly on the courier's transport document and the User must refuse delivery. At the same time, the User will be required to report the fact to the Customer Service of the Seller, through the appropriate section "Contact Us" or with an e-mail to marketing@pluscotone.it.

8.9 The User is therefore invited to sign the transport document only after the checks referred to in art. 8.8.

8.10 If the User does not proceed in accordance with the above points and therefore accepts the delivery of the Products even in the case of damaged or tampered with packaging, the User will forfeit the legal guarantee of conformity of the Products.

9) Right of Withdrawal

9.1 The User, as a consumer, has the right to withdraw from the Product sales contract, as established by art. 52 of Legislative Decree n.206/2005 (Consumer Code), without having to provide any explanation and without penalty.

9.2 The User may exercise the withdrawal within 14 days from the moment in which the User, or a third party other than the carrier and designated by the User, acquires physical possession of the Products.

9.3 Before the expiration of the period referred to in art. 9.3, the User will inform the Seller of his/her decision to exercise the right of withdrawal from the contract. To this end, the User may:

i) use the withdrawal form, prepared in accordance with [Attachment I Part B of the Consumer Code](#) which was made available to the User before the conclusion of the contract, as required by Article 49 paragraph 1 letter h) of the aforementioned Code, or submit any other explicit declaration of his/her decision to withdraw from the contract to the Seller and send the above by registered letter, e-mail or fax to the contacts indicated in the instructions on the right of withdrawal received before the order.

ii) Complete and send the withdrawal form or any other declaration electronically on the Site by accessing the "Contact Us" section; in the event that the User chooses this option, the Seller will immediately send him/her a confirmation of receipt of withdrawal by e-mail as provided for in art. 54, par. 3 of the Consumer Code.

9.4 The Seller will immediately send him/her a confirmation of receipt of withdrawal by e-mail as provided for in art. 54, par. 3 of the Consumer Code.

9.5 The withdrawal period will be considered as respected with the sending of the withdrawal notice before the expiration of the above mentioned 14 days from the delivery of the Product.

9.6 In the withdrawal notice the User must specify the Products for which he/she intends to exercise the withdrawal.

9.7 Once the withdrawal has been exercised, the User must return the Products, without undue delay and in any case within 14 days from the date on which he/she communicated to the Seller his/her decision to withdraw from the contract by sending the aforementioned to the following address, already indicated in the Standard Instructions on the right of withdrawal referred to in Attachment I Part A pursuant to art. 1, paragraph 1 of Legislative Decree n. 21 of 02.21.2014:

PLUS COTONE srl Headquarters

Via Nazionale 182/A, 40051 Altedo di Malalbergo (BO) - Italy

9.8 The right of withdrawal - in addition to compliance with the terms and methods described in the previous paragraphs - is considered to be exercised correctly if the following conditions are also met:

- a) The right of withdrawal must be regularly exercised within fourteen (14) days of receipt of the Products;
- b) the Products must not have been used, worn, washed;
- c) the identification tag must still be attached to the Products as originally;
- d) the Products must be returned in their original packaging;
- e) the returned Products must be delivered to the shipper within fourteen (14) days from when the User has notified the Seller of the intention to withdraw from the contract;
- f) the Products must not be damaged.

9.9 The Seller shall carry out the necessary checks in order to verify the conformity of the returned Products with the conditions and terms indicated in the previous paragraphs.

If the right of withdrawal is exercised according to the terms and conditions indicated above, the Seller will send the User confirmation of acceptance of the returned Products via e-mail and will refund the User the total price of the Products, excluding delivery costs, without delay and in any case within 14 days from the date on which the Seller receives the goods in its warehouse. The refund will be made using the same payment method used by the User for the sale in relation to which the withdrawal has been exercised.

9.10 The Seller will therefore be entitled to withhold the refund until the Products are received.

9.11 The direct costs for the return of the Products will be borne by the User who exercises the right of withdrawal.

9.12 For the sole purpose of complying with the deadline for return, the Products are intended as shipped when they are delivered to the courier.

9.13 For the return of the Product, the User may use a courier of his/her choice.

9.14 All risks of loss or damage to the Products during shipment to the Seller for return are borne by the User.

9.15 As required by art. 57 paragraph 2 of the Consumer Code, the User will be responsible for the decrease in value of the returned Products resulting from a different handling of the aforementioned from that necessary to establish the nature, characteristics and functioning.

9.16 If the User does not comply with the methods and terms for exercising of the right of withdrawal referred to in letters a) e) f) of the previous paragraph 9.8 or in the case referred to in art. 59 of the Consumer Code, he/she will not be entitled to a refund of the amounts already paid to the Seller. The Seller will communicate to the User via e-mail the non-acceptance of the return. Within 14 days of receipt of the Seller's e-mail, the User may choose to obtain, at his/her own expense, the Products in the state in which they were returned to the Seller, notifying him in the way that will be communicated in the e-mail. Otherwise, the User will be understood as having renounced the redelivery and the Seller will be able to withhold the Products in addition to the amounts already paid for their purchase or the amount indicated for the deduction of the refund due to the decrease in value of the returned Products.

9.17 In the event that, upon receipt of the return delivery, the Seller finds a decrease in the value of the Products attributable to the User in the transport or in the cases referred to in letters b) c) d) of the previous paragraph 9.8, the Seller will be entitled to compensate the amount corresponding to the

aforementioned decrease in value with the amount to be refunded to the User as a result of withdrawal; in this case, the Seller will notify the User within 14 days of receipt of the return. Within 14 days of receipt of the e-mail from the Seller, the User may choose to obtain, at his/her own expense, the Products in the state in which they were returned to the Seller, giving notice thereof in the manner that will be communicated in the e-mail.

10) Legal Compliance Guarantee

10.1 All Products sold through the Site enjoy the legal guarantee of conformity established by articles 128 et seq. of the Consumer Code, applicable, in any case, only to the consumer.

10.2 The Seller is liable to the User for any lack of conformity of the Products existing at the time of delivery of the aforementioned, which may occur within two years of delivery.

10.3. To benefit from the guarantee above, the User must notify the Seller of the lack of conformity within two months of discovery, under penalty of forfeiture, by sending an e-mail to marketing@pluscotone.it; this report must contain an accurate and complete description of the alleged defects/faults with photographs in attachment.

10.4 The application of any guarantee is excluded in the event of use or washing of the Product that does not comply to that of the Product and to the instructions/warnings provided by the Seller and/or by the Owner or reported in the illustrative documentation of reference, on the tags or labels and for any defects or damage caused by accidental events or by the User's responsibility or by use of the Products not conforming to the relative intended use or normal wear and tear.

10.5 The Customer Service will verify the communication of the User, giving instructions for the shipment of the defective product, which will take place at the Seller's expense. The authorization to return the Products will not in any way constitute the recognition of defects or non-conformities.

10.6 The Seller will require the User to attach to the Product for which the guarantee is intended the purchase invoice or other document certifying the date of completion of the sale.

10.7 If operating, the legal guarantee of conformity entitles the User to obtain the repair or free replacement of the Product, at his/her choice, unless the requested remedy is objectively impossible or excessively expensive compared to the other available option.

10.8 The User shall have the right to request, at his/her choice, a reasonable price reduction or the termination of the sales contract, only if the repair or replacement is impossible or excessively expensive, or repair or replacement has not taken place within a reasonable period of time or if the repair or replacement carried out has caused considerable inconvenience to the User.

10.9 Under no circumstances shall a minor lack of conformity entitle the User to terminate the contract.

11) Privacy

11.1 Users' data is processed in compliance with Legislative Decree 196/2003 as amended by Legislative Decree 101 of 10/8/18 (Privacy Code) and EU Reg. (GDPR) 2016/679 dated 27/4/16, as specified in the information on the processing of personal data given to the User when completing the login form.

12) Customer Service, Complaints and Communications

12.1. The following contact details are provided to the User for any further information, assistance or to submit complaints and withdrawals:

PLUS COTONE srl Headquarters

Via Nazionale 182/A, 40051 Altedo di Malalbergo (BO) - Italy

E-mail: marketing@pluscotone.it

Telephone: +39 051 19873569

12.2 All communications made by e-mail in accordance with the General Terms and Conditions will be sent to the address communicated by the User during the Login phase.

13) Governing law

The sales contract concluded under the General Conditions is governed by Italian law.

14) Place of jurisdiction

14.1 In the event of disputes between the Seller and a Consumer, PLUS COTONE srl guarantees from now on its participation in an attempt of friendly conciliation that each User can promote before RisolviOnline, an independent and institutional service provided by the Chamber of Arbitration of the Chamber of Commerce of Milan, which allows a satisfactory agreement to be reached with the help of a neutral and competent conciliator, in a friendly and safe way on the Internet. For more information on RisolviOnline regulations or to send a conciliation request, go to www.risolvionline.com.

14.2. As an alternative to the conciliation attempt referred to in point 14.1 above, the Consumer also has the right to access the European Online Dispute Resolution Platform (the European ODR Platform) for the resolution of any dispute between the Seller and the Consumer. The European ODR Platform is developed and managed by the European Commission, in compliance with Directive 2013/11/EU and EU Regulation n. 524/2013, in order to facilitate independent, impartial, transparent, effective, rapid and fair out-of-court resolution of disputes concerning contractual obligations deriving from sales contracts or online services between a consumer resident in the Union and a professional established in the Union through the intervention of an ADR (alternative dispute resolution) that has adhered to it, selected from a special list available therein. For more information on the European ODR Platform or to initiate an alternative dispute resolution procedure relating to this contract through the European ODR Platform, access the following link: <http://ec.europa.eu/odr>. The Seller's e-mail address to be indicated in the European ODR Platform is: marketing@pluscotone.it

14.3. If the attempt at conciliation referred to in point 14.1 or 14.2 is not accepted or is unsuccessful, the dispute will be referred to the judge of the User's place of residence or domicile.