

TERMS OF SERVICE

GENERAL TERMS AND CONDITIONS OF SALE, EFFECTIVE AS OF 19/07/2021

PREMISE

The following Terms and Conditions of Sale regulate the sale on this website "www.aina-kari.com" (**Website**). The seller is AINA KARI CONSIDERED HOME FRAGRANCE, with registered office in ITALIA, Chamber of Commerce of TREVISO, VAT number 05134230266, with fiscal code CGHMMR77H67Z129F (**Seller**).

ARTICLE 1. APPLICATION SCOPE

1.1 The sale on the Website represents a distance sale agreement regulated by Chapter I, Title III (Section 45 et seq.) of Legislative Decree 6 September 2005, No. 206 (**Italian Consumer Code**) and by Legislative Decree 9 April 2003, No. 70 on electronic commerce.

1.2 The General Terms and Conditions of Sale apply to all sales processed by the Seller on the Website. The terms are calculated only considering business days and excluding Saturdays, Sundays and holidays.

1.3 General Sales Conditions can be changed and / or modified at any time. Eventual changes and / or new conditions will be valid starting from the date of their release on the Website. For this reason, before placing any order, the users are kindly invited to visit regularly the website in order to read the most updated version of the General Sale Conditions.

1.4 The applicable General Terms and Conditions of Sale are those in force at the date on which a purchase order is placed.

1.5 These General Terms and Conditions of Sale do not regulate the sale of products and/or the supply of services by parties other than the Seller, available on the Website through links, banners or hyperlinks. Before engaging in commercial transactions with these parties, the user must check their conditions of sale. The Seller is not liable for the supply of services and/or the sale of products by these parties. The Seller does not carry out any checks on and/or monitoring of the websites that can be reached through these links. The Seller takes no responsibility for the contents of these Websites, nor for any possible mistakes and/or omissions and/or legal breaches by the said websites.

1.6 The user shall carefully read these General Terms and Conditions of Sale and all other information that the Seller provides on the Website, also during the purchase process.

1.7 The submission of the purchase order constitutes acceptance of these General Conditions of Sale.

ARTICLE 2. PURCHASING THROUGH THE WEBSITE

2.1 The purchase through the Website is allowed to the user who

- is a register user of the Website
- acts as both a consumer and a trader. Pursuant to Article 3, Paragraph I, lett. a) of the Consumer Code, a "consumer" is defined as a natural person who acts for purposes unrelated to any business, commercial, professional or craft activities that they may conduct. Pursuant to Article 3, Paragraph I, lett. c) of the Consumer Code, a "trader" is defined as a natural person who acts for purposes related to his/her business, commercial, professional or craft activities..

2.2 To avoid hoarding, you can not buy more than 10 pieces of the same article within the same order.

2.3 Under no circumstances may retailers, wholesalers or, in general, all those who intend to make purchases for the purpose of subsequent resale be allowed to make purchases on the Site. It is therefore forbidden for such persons to make purchases on the Website.

2.4 The Seller reserves the right to refuse or cancel orders placed:

- by a user who has breached this General Terms and Conditions of Sale.
- by a user who has sent false, incomplete or otherwise inaccurate personal data or who has not sent the Seller the required documents

ARTICLE 3. REGISTERING ON THE WEBSITE

3.1 To register on the Website, the user must fill out the registration form, entering the following data:

- name
- surname
- email
- password
- address
- telephone.

3.2 The user undertakes to immediately inform the Seller if they have suspicions of or become aware of any illegal use or disclosure of said data.

3.3 The user hereby guarantees that the personal data provided during the registration procedure for the Website are complete and truthful and undertakes to indemnify and hold harmless the Seller against any losses, damages and/or liabilities deriving from and/or in any way connected to the breach by the user of the provisions concerning registration within the Website or the storage of registration credentials.

ARTICLE 4. INFORMATION REQUIRED FOR ENTERING INTO AN AGREEMENT

4.1 In accordance with Legislative Decree of April 9 2003, No. 70 on electronic commerce, the Seller hereby informs the user that:

- to conclude the purchase agreement on the Website, the user must fill out an order form in electronic format and send it to the Seller electronically, following the instructions that will appear from time to time on the Website;
- the agreement is concluded when the order form reaches the server of the Seller
- once the order form has been submitted, the Seller will send the user, at the provided e-mail address, an order confirmation containing the following:
 - purchase descriptions
 - the relevant price
 - an indication of the payment means
 - an indication of the delivery costs
 - an indication of the delivery costs and any additional costs.

ART. 5. PRODUCT SHEET

5.1 Each Product is accompanied by a product information sheet illustrating its main features (**Product Sheet**). The images and descriptions on the Website reproduce the features of the Products as faithfully as possible. However, the colours of the Products may differ from the actual ones due to the settings of the computer systems or the computers used to view them. Moreover, the images of the Product in the Product Sheet may differ in size or in relation to accessory products. These images must thus be understood as being approximate and implying commonly accepted tolerance thresholds. For the purposes of the sale of goods agreement, the description of the Product in the order form transmitted by the user shall be taken as the point of reference.

ARTICLE 6. PRICES

6.1 All prices are VAT included.

6.2 The Seller hereby reserves the right to change the price at any time, without prior notice, it being understood that the price charged to the user shall be the one listed on the Website at the time the order is placed, and no fluctuations (increase or decrease) shall register subsequent to the transmission of said order.

6.3 The shipping costs, if any, are expressly and separately indicated in the order form, before the user proceeds to transmit the same.

6.4 Coupons are governed as follows:

- If the value of the discount code is lower than the purchase order, the balance can be paid according to the payment methods provided on the Website.
- Discount codes cannot be used together for a single purchase.
- Each discount code can be used for one purchase only.
- Discount codes do not give the right to a refund in case of purchases of a lower amount.
- Any Products for which you can not use discount codes will be duly reported .
- Under no circumstances can the vouchers be converted into cash..

ARTICLE 7. PURCHASE ORDERS

7.1 The Seller will deliver the Products only after receiving the confirmation of the successful payment of the Total Sum Due by the use. Ownership of the Products will be transferred to you at the time of the delivery, understood as the time of delivery of the Product to the carrier. Any risk of loss or damage to the Product(s) which cannot be attributed to the Seller, will pass onto the user, once the latter or a third party designated by the user other than the courier materially gains possession of the Product(s).

The Service chosen by you will be performed only after payment of the Total Amount Due. The Seller reserves the right not to provide the service if, after submitting your purchase order, it is established that you have not paid all or part of the Total Amount Due.

7.2 The purchase contract is terminated subject to non-payment of the Total Amount Due. Unless otherwise agreed in writing with you, the order will be cancelled accordingly.

ARTICLE 8. PAYMENT METHODS FOR PURCHASES MADE THROUGH THE WEBSITE

8.1 The payment on the Website can be made by:

- Payment cards
- PayPal.

8.2 The Seller accepts the following credit cards:

- VISA
- MasterCard (Cirrus Maestro)
- American Express
- CartaSì

The credit cards accepted by the Seller are specified in the footer.

The charge will only be made after (i) your payment card details used for payment have been verified and (ii) the issuer of the payment card used by you has issued the debit authorization.

Pursuant to Directive 2015/2366/ (EU) on payment services in the internal market (PSD2), the user is informed that he/she may be required to complete the purchase process by meeting the authentication criteria required by the payment institution in charge of handling the online payment transaction. The authentication criteria refer to the identity of the user (to meet this criterion the user must be registered on the Website during the purchase transaction) and the contextual knowledge of the authentication code transmitted by the payment institution (Strong Customer Authentication). Failure to complete this procedure may make it impossible to finalize the purchase on the Website.

The confidential data of the payment card (card number, holder, expiry date, security code) are encrypted and transmitted directly to the relevant payment institution without passing through the servers used by the Seller. The Seller therefore never has access to and does not store the data of your payment card used to pay for the Products.

The charge of the Total Sum Due will only be made at the time of transmission of the order.

8.3 As for PayPal payments, the user will be redirected to the website www.paypal.com, where they shall make the payment on the basis of the prescribed procedure regulated by PayPal and the terms and conditions of the agreement agreed between the user and PayPal. The data inserted on the PayPal website will be processed directly by PayPal and will not be

sent to or shared with the Seller. The Seller is thus unable to know, or memorise in any way, the credit card details linked to the user's PayPal account, or the details of any other form of payment linked to said account.

If payment is made through PayPal, the Total Sum Due will be charged by PayPal to the user's account at the same time as the conclusion of the online agreement. If the agreement is terminated, or in any other case of refund, for any reason, the amount of the refund due to the user shall be credited to the user's PayPal account. The term for crediting the sum on the payment tool linked to this account depends exclusively on PayPal and the bank system. Once the credit order has been arranged in favour of the said account, the Seller shall not be deemed liable for any delays or omissions in the crediting of the refund to the User. Any type of refund to be made pursuant to these General Terms and Conditions of Sale will be made to the user's PayPal account.

ART. 9. PRODUCT DELIVERY

9.1 Delivery of the Products purchased on the Website is carried out in:

in given countries:

- ITALIA, UK SPAGNA FRANCIA BELGIO GERMANIA AUSTRIASVIZZERA CANADA USA .

The obligation to deliver is fulfilled through the transfer of material availability or, in any case, availability of the Product(s) to the user.

9.2 The expenses for delivery of the Products, which may vary according to the delivery procedure chosen by the user, and any other possible cost, will be borne by the user, except where otherwise stated in the Product Sheet or in other parts where this is communicated.

9.3 The Products will be delivered within 5 days of receipt of the order and, in any case, within thirty days, effective from the day on which the agreement is entered into.

9.4 You are kindly asked to verify the conditions of the Product delivered. Without prejudice to the fact that the risk of loss of or damage to the Product, for reasons not attributable to the Seller, is transferred when you, or a third party designated by you and different from the carrier, physically take possession of the Product, the Seller suggests to you to check the number of Products received and that the packaging is intact, undamaged, not wet or otherwise altered, even in the closing materials; also, the Seller suggests to you to indicate on the carrier's transport document, any anomalies, accepting in this event the package with reservation. In the event that the package shows obvious signs of tampering or alteration, it is advisable to promptly notify the Seller. In any case, the right of withdrawal (if any for the Product) and legal guarantee of conformity apply.

ARTICLE 10. RIGHT OF WITHDRAWAL

10.1 The user – who acts as a consumer – has the right to withdraw from the sale of goods agreement for the Product without stating the reason and without incurring in additional costs and expenses other than those indicated in this article, within fourteen calendar day (**Right of withdrawal**). The withdrawal period (**Withdrawal Period**) expires after 14 days:

a in case of a single Product order, from the day the user or a third party other than the carrier and designated by the user comes into material possession of the Product;

b. in case of a Multiple Order with separate deliveries, from the day the user or a third party other than the carrier and designated by the user comes into material possession of the Product delivered last; or

c. in case of an order related to the delivery of a Product of different batches or multiple pieces, from the day when you or a third person, different from the carrier and elected by you, acquires the physical possession of the last batch or the last piece.

10.2 To exercise the Right of withdrawal, the user must inform the Seller, prior to the expiry of the Withdrawal Period, of their decision to withdraw.

10.3 You have exercised your Right of withdrawal within the Withdrawal Period if the relevant communication is sent by you before the expiry of the Withdrawal Period. This communication must be transmitted with the following ways:

Email: hello@aina-kari.com

The Consumer shall obtain lasting means of storage for the communication related to the exercise of the Right of withdrawal, since the burden of proof concerning the exercise of this right before the expiry of the Withdrawal Period falls on the user.

10.4 In case of exercise of the right of withdrawal, you must deliver the Product to the registered office indicated in the epigraph in these General Conditions of Sale.

10.5 The cost for returning the Product (including custom duties) is at the user's expense and the return occurs under their responsibility.

10.6 If the user withdraws from the agreement, the Seller shall refund the Total Sum Due paid by the user for the Product, including delivery expenses without undue delay and no

later than 14 calendar days from the date on which the Seller was informed of the user's decision to withdraw from the agreement. The refund will occur by using the same payment method employed for the original transaction. In the event that the user have returned the Products using a carrier of their choice and at their costs, the Seller may suspend the reimbursement until receipt of the Products or until prove your demonstration of having sent the Products back, whichever is earlier.

10.7 The user is only responsible of the decrease in value of the goods due to a different use of the Product to the one necessary to establish the features and the Product functioning. In any case the Product must be kept, handled and inspected with the normal diligence and returned intact, complete in all his parts, fully functional, must include also all the accessories and the illustrative leaflets, the labels and the seal, if present, attached to the Product and intact and not tampered, and perfectly suitable for the use to which it is intended and free of signs of wear or dirt. The withdrawal is applied to the Product in its entirety. In this sense it cannot be exercised just for some parts and/or accessories (which don't represent and are not autonomous products) of the Product.

10.8 If the Product has suffered a loss in value resulting from the handling of the good other than that necessary to establish the nature, characteristics and functioning of the Product, the Seller reserves the right to deduct from the refund amount an amount equal to this loss in value. The Company will notify you within of receipt of the Product of the circumstance and the consequent reduced refund amount. If the refund has already been paid, the Company will communicate the bank details for the payment of the amount due by the user due to the decrease in value of the Product.

10.9 In the event that the withdrawal has not been exercised in compliance with the provisions of the applicable legislation, it will not result in termination of the contract and, by consequence, won't create any right of reimbursement. The Seller will communicate to the user that it will reject the withdrawal request from the reception of the Product. In case the Product already arrived back to the Seller, it will stay to the Seller for user disposal for the pick-up that will have to be done on charge and under responsibility of the user.

10.10 In case the Right of withdrawal cannot be applied, the user will be informed on the Website.

10.11 In the case of partial withdrawal from Multiple Orders, the amount of delivery costs to be reimbursed in favor of the user will be quantified in proportion to the value of the Product subject to withdrawal. For example, the user has placed an order of 200.00 Euros, which includes two Products, the first worth 50.00 Euros and the second worth 150.00 Euros, and returns the Product of the value of 150.00 Euros, the user will be reimbursed for an amount equal to 75% of the delivery costs incurred. In any case, the amount of delivery costs to be returned will never exceed what actually paid by the user.

ARTICLE 11. LEGAL GUARANTEE OF CONFORMITY

All the Products sold on the Website are covered by the legal guarantee of conformity provided by articles 128–135 by Legislative Decree N. 128–135 of Consumer Code (**Legal Guarantee**).

TO WHOME IT APPLIES

The Legal Warranty is reserved for consumers. It therefore applies solely to users who have made the purchase on the Website for purposes other than entrepreneurial, commercial, craft or professional activities.

WHEN IT APPLIES

The Seller is liable vis-à-vis the consumer for any non-conformity existing at the time of delivery of the product and becoming visible within two years of said delivery. The Seller must be informed of the non-conformity, under penalty of forfeiture of the guarantee, within two months from the date on which it was discovered.

Unless proven otherwise, the non-conformity materialising within six months from the delivery date of the product are assumed as existing since the latter, unless the assumption is incompatible with the nature of the product or with the nature of the non-conformity. Starting from the seventh month following the delivery of the product, the burden of proof to prove that the non-conformity already existed at the time of delivery of the product shall lie with the consumer.

In order to take advantage of the Legal Guarantee, you must thus provide proof of the date of the purchase and delivery of the good. It is therefore advisable, for the purpose of proving the purchase, that you keep the invoice sent by the Seller, as well as the transport document or any other document certifying the date of the purchase (such as the credit card statement or the bank statement) and the delivery date.

In case of termination of the contract, the Seller will return to the consumer the total amount paid, consisting of the purchase price of the Product, shipping costs and any other additional cost. In case of price reduction, the Seller will refund the amount of the reduction, previously agreed with the consumer. The amount of the refund or reduction will be credited to the means or payment solution used by the consumer for the purchase.

The Seller shall not be held liable in the event of damage of any kind resulting from the improper use of the Product or in the event of damage resulting from unforeseeable circumstances or force majeure.

If you made the purchase as a "professional" in accordance with the provisions of the Consumer Code, the previous paragraphs of this article do not apply. The legal guarantee provided for by art. 1490 of the Italian Civil Code.

ARTICLE 12. APPLICABLE LAW AND JURISDICTION; OUT-OF-COURT SETTLEMENT OF DISPUTES - ALTERNATIVE DISPUTE RESOLUTION/ONLINE DISPUTE RESOLUTION

12.1 The purchase contracts concluded between you and the Seller are governed by the Italian law. To the users regularly non residents in Italy will be applied possibly more favorable and mandatory provisions provided by the law of the country in which they are habitually resident, and in particularly related to the term for the exercise of the right of withdrawal, to the term to return the Products, in case the User would like to exercise this right, to the methods and the formalities of the communication of this right and to the legal conformity guarantee.

12.2 If you are a "consumer", for any dispute concerning the application, execution and interpretation of these General Terms and Conditions of Sale, the Court is where you have your residence or you have elected your domicile. If you are a "trader" for any dispute relating to the application, execution and interpretation of this document, the Court where the Seller has its registered office in accordance with the provisions of article 1 above shall have sole jurisdiction.

12.3 According to Article 141-sexies, comma 3 Legislative Decree of 6 September 2005 N. 206 (Consumer Code), the Seller informs the user as an end consumer whom Article 3, comma 1, lett. a) of the Consumer Code, that, in case he/she has submitted a complaint directly to the Seller, as a result of which it was not possible to resolve the controversy that arose, the Seller will provide the informations concerning the organization of Alternative Dispute Resolution for the out-of-court resolution of disputes relating to obligations arising from a contract concluded in accordance with these General Sale Conditions (ADR organizations, as indicated in Article 141-bis and followings of the Consumer Code), also specifying if it wants to use or not these organizations in order to solve the dispute.

12.4 Furthermore the Seller informs you as consumer whom at Article 3, comma 1, lett. a) of the Consumer Code that a European platform for online resolution of consumer disputes was established (ODR Platform). The consumer can browse ODR Platform at the following link: <http://ec.europa.eu/consumers/odr/>; through ODR Platform the consumer can see the list of ADR Organizations, find the link redirecting to each one website and start an on-line procedure for the solution of the disputes in which he is involved.

12.5 Whatever it is the outcome of the out-of-court settlement procedure of disputes relating to consumption relationships through recourse to the procedures set out in Part V,

Title II-bis of the Consumer Code, in any case the consumer has always the right to bring legal action before the competent Court.

12.6 For any disputes related to the application, execution and interpretation of these General Terms and Conditions of Sale, the user who resides in a member state of the European Union other than Italy can also access the European procedure established for small claims, by the Regulation (CE) N. 861/2007 of the Council, of 11 July 2007, provided that the value of the dispute does not exceed Euros 2,000.00, excluding interest, rights and expenses. The text of the regulation can be found on the website www.eur-lex.europa.eu.

ARTICLE 13. CUSTOMER CARE AND COMPLAINTS

You may request information, send communications, ask for assistance or submit complaints by contacting the Seller's Customer Service as follows:

- by email, writing to: hello@aina-kari.com .

The Seller will deal with complaints by replying within 5 days of receipt.