

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>.

The offer of this online store is proposed by the company GLOBAL COMMERCE S.R.L. in accordance with the current regulations on electronic commerce and distance contracts.

Company data :

GLOBAL COMMERCE S.R.L.

Via Venezia,126 Mondragone 81034 (CE)

P.I. 04481790618

Tel: (+39) 328 7013237

E-mail: info@designlamp.it

The Customer declares to have read all the above information and general conditions of sale before placing the order.

General conditions of Sale

These general conditions of sale (the "General Conditions") govern the methods and conditions of sale of the products marketed by GLOBAL COMMERCE S.R.L. (products").

All contracts for the sale of Products by GLOBAL COMMERCE S.R.L. to third parties (the "Customers") are governed by these General Conditions, which form an integral and substantial part of any proposal, order and purchase order confirmation of the Products themselves. The sales conditions applicable to orders are those in force at date of the order itself.

1. Products: prices and features

1.1 Unless otherwise indicated, the prices of the Products published on the website by GLOBAL COMMERCE S.R.L. are expressed in Euro and must be understood as inclusive of VAT.

The guaranteed price to the buyer is the one published on the Site at the time the order is sent. The purchase price is fixed and final.

The prices of the Products published from time to time by GLOBAL COMMERCE S.R.L. on the site cancel and replace the previous ones and are subject to the actual availability of the Products.

The technical and functional characteristics relating to the Products published by GLOBAL COMMERCE S.R.L. through their own information messages on the descriptive internet pages of the articles, are those communicated by the respective producers. GLOBAL COMMERCE S.R.L. assumes no responsibility for the truthfulness and completeness of such information. The images of the products are indicative and not binding.

The Products are not provided on trial. Despite the operators GLOBAL COMMERCE S.R.L. can provide information on the characteristics of the Products, the Customer is responsible for choosing the Products ordered and for the correspondence and conformity of the specifications indicated by each manufacturer to their needs.

2. Orders - billing

Each product order sent to GLOBAL COMMERCE S.R.L. constitutes the Customer's contractual proposal. The fulfillment of the order by GLOBAL COMMERCE S.R.L. it is equivalent to confirmation and acceptance of the same. The tax documentation relating to the ordered Products will be issued by GLOBAL COMMERCE S.R.L. at the time of shipment of the Products to the Customer.

An invoice will be issued by GLOBAL COMMERCE S.R.L., the Customer must indicate the exact data required for billing and specify the shipping address of the invoice.

3. Execution of the order

The order will be executed within the terms specified on the Site. Deliveries take place within 1/2 business day for Italy and 7/15 business day for European destinations for all Products indicated as "available".

In the event of stock failure or unavailability of the ordered Product, GLOBAL COMMERCE S.R.L. undertakes to inform the Customer as soon as possible and to specify a deadline for availability.

The Customer will confirm his choice by e-mail, i.e. wait for the availability of the Product or request a refund.

4. Order acceptance

The conclusion of the contract will only take place upon confirmation of the order by GLOBAL COMMERCE S.R.L. The Customer will receive by fax, mail or e-mail a notification of receipt showing the order confirmation with all the constituent elements of the contract (products ordered, prices, delivery dates, shipping costs, etc.)

GLOBAL COMMERCE S.R.L. reserves the right not to confirm an order for any reason relating in particular to a problem with the supply of products, or a problem concerning the order received.

5. Correction of an order

In case of data entry errors made during the purchase, the Customer can send written communication to the address info@designlamp.it indicating the incorrectly entered data and the correct data. If the order has not yet been processed and non-modifiable documents such as invoices or waybills have not been issued, we will promptly make the necessary changes.

6. Delivery of Products

The Products are delivered to the address indicated by the Customer. Shipments will take place after receiving confirmation of payments: for bank transfer the crediting to our current account is valid, for payment by credit card and PayPal the confirmation of the

transaction by the circuit. For our shipments we rely on the service of qualified express couriers such as SDA, UPS, TNT, FEDEX to ensure the quality of the service and the integrity of the Products.

Delivery time

Usually deliveries take place within 1/2 business day for Italy and 7/15 business day for European destinations only for products available in stock. The shipping terms indicated on the site, although carefully evaluated, must be understood as non-binding for GLOBAL COMMERCE S.R.L., which can subsequently confirm or modify them, according to its actual needs. Shipping times are indicated in working days.

Delivery is considered to have been made from the moment the Product is delivered to the Customer.

The delivery document issued by the carrier, dated and signed by the Customer upon delivery of the Product, will constitute proof of the transport and release of the goods.

It is important to know that:

Upon delivery, the Customer must check the content, compliance and status of the Product (s). Therefore, upon delivery, GLOBAL COMMERCE S.R.L. recommends that the Customer proceed to check the status of the Products delivered before signing the acknowledgment of receipt, and in particular:

- That the number of packages delivered corresponds to what is indicated in the transport document attached to the shipment;
- • That the packaging is intact, not damaged, wet or otherwise altered, and to check the integrity of the contents.

Should the Customer find any anomalies, he must refuse the delivery of the products or put his detailed and dated reservations in writing. These reservations must be confirmed to the carrier by registered mail with return receipt within 3 (three) working days following the delivery of the Products. A copy will be sent to GLOBAL COMMERCE S.R.L.

If the courier's document is signed without affixing any "reserve", the Customer will not be able to make any objection about the external characteristics of what has been delivered.

Any problems concerning the physical integrity, correspondence or completeness of the Products received must be reported within 3 (three) days of delivery.

GLOBAL COMMERCE S.R.L. has the right, at its sole discretion, to deliver the ordered Products by means of a courier of your choice. Unless otherwise indicated, all deliveries are made to the street level. Special delivery terms and conditions must be agreed in advance between the Customer and GLOBAL COMMERCE S.R.L. and accepted in writing by GLOBAL COMMERCE S.R.L.

7. Collection of products in case of absence of the customer

In case of absence of the recipient during the delivery, the carrier will leave a notice of passage to the delivery address indicated by the Customer. The Products must be collected at the address and in the manner indicated by the carrier.

In case of failure to collect within the term established by the carrier, the Products will be returned to FRANCHINO, which reserves the right to refund the price of the Products, leaving the shipping costs to be paid by the Customer.

In the event of an error relating to the Product, the Customer undertakes to return said product or the products concerned to GLOBAL COMMERCE S.R.L. within 7 (seven) days of receipt, provided they are returned unopened, in their original state and packaging with accompanying documents.

Once the Product has been received in the correct form and manner, GLOBAL COMMERCE S.R.L. will return, at its own expense, the Product initially ordered.

8. Force majeure

In addition to those normally considered by the jurisprudence, the following cases are explicitly considered as cases of force majeure:

Total or partial strikes, internal or external to the company, blocking of means of transport or supply for any reason, governmental or legal restrictions, computer failures, blocking of telecommunications including networks and in particular the internet.

In the event of force majeure, the execution of the order will be suspended, initially, in full right.

If after a period of 3 (three) months, the parties ascertain the persistence of the case of force majeure, the order will be automatically canceled, unless otherwise agreed by both parties.

9. Product Warranties - Technical assistance

GLOBAL COMMERCE S.R.L. guarantees compliance and suitability for use of the Products at the time of delivery (hereinafter, the "DESIGNLAMP"). Within 2 years of purchase, the customer has the right to exercise the guarantee to be exercised against DESIGNLAMP.

8.1 Any defects covered by the DESIGNLAMP Guarantee must be reported by the Customer, under penalty of forfeiture, no later than 60 (sixty) days from the date of delivery. If the DESIGNLAMP Guarantee is effective, the Customer will be entitled, at his choice, to the repair, replacement, refund or reduction of the price of the damaged Product. The shipping costs necessary for the replacement of Products are borne by DESIGNLAMP.

8.2 Without prejudice to the provisions of the previous article 8.1, DESIGNLAMP does not provide any further guarantee on the Products if not connected to the conformity of the product. The technical assistance and warranty interventions on the Products are carried out, where provided, by the individual Manufacturers, according to the terms and methods

indicated in the documentation attached to the Products themselves. In particular, DESIGNLAMP does not provide any guarantee regarding the compatibility of the Products with other Products or equipment used by the Customer, nor does it provide any guarantee regarding the suitability of the Products for the specific use intended by the Customer.

8.3 Without prejudice to the hypothesis of willful misconduct or gross negligence of DESIGNLAMP as of now agreed that, should the responsibility of DESIGNLAMP be ascertained in any capacity towards the Customer - including the case of total or partial non-fulfillment of the obligations assumed by DESIGNLAMP online store towards the Customer as a result of the execution of an order - DESIGNLAMP's responsibility cannot exceed the price of the Products purchased by the Customer and for which the dispute arose.

10. Right of withdrawal

9.1 Pursuant to art. 52 of Legislative Decree 206/2005, the Customer (if qualifying as a "consumer" pursuant to the Consumer Code) has the right to withdraw from the contract and to return the ordered Products, without any penalty and without specifying the reason, within the term of 30 days from receipt of the Products.

9.2 The right of withdrawal referred to in the previous article 9.1 can be exercised by the Customer, without indicating the reasons, within 14 days. The withdrawal period expires after 14 days from the day on which the Customer or a third party, other than the carrier and designated by the Customer, acquires physical possession of the goods.

To exercise the right of withdrawal, the Customer must inform us

- a) by mail DESIGNLAMP via Venezia 126, Mondragone 81034, Caserta
- b) by email info@designlamp.it

of the decision to withdraw from this contract by means of an explicit declaration (for example a letter sent by post, fax or e-mail). To this end, you can use the attached model withdrawal form, but it is not mandatory.

To meet the withdrawal deadline, it is sufficient for the Customer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

9.3 Effects of withdrawal

By withdrawing from the contract, the Customer will be reimbursed for all payments made in our favor, including delivery costs (with the exception of the additional costs arising from the possible choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any case no later than 14 days from the day we are informed of the decision to withdraw from this contract.

These refunds will be made using the same payment method used for the initial transaction, unless the Customer has expressly agreed otherwise; in any case, you will not have to incur any costs as a consequence of this reimbursement. The reimbursement may be suspended until the goods are received or until the consumer demonstrates that he has returned the goods, whichever is earlier.

9.4 Returned goods must be returned or delivered to us at DESIGNLAMP, **Via Venezia 126 - 81034 Mondragone, Caserta** without undue delay and in any case within 14 days from the day on which the Customer communicated his withdrawal from this contract. The deadline is met if the goods are sent back before the expiry of the 14 day period. The direct costs of returning the goods will be borne by the customer.

9.5 The Customer is only responsible for the decrease in the value of the goods resulting from the handling of the goods other than that necessary to establish the nature, characteristics and functioning of the goods. The returned goods must be returned in resalable conditions.

9.6 The right of withdrawal referred to in the previous article 9.1 cannot be exercised by the Customer if the Products purchased have been made according to the Customer's requests, are personalized, or may deteriorate or expire rapidly.

9.7 We recommend that the Customer proceed to check the status of the Products delivered before signing the acknowledgment of receipt, and in particular that the number of packages delivered corresponds to what is indicated in the transport document attached to the shipment and that the packaging is intact, not damaged, nor wet or otherwise altered, and to check the integrity of the contents. If any discrepancies are found, the Customer may refuse to accept the package, signing and refusing his refusal.

11. Payment

The order / order payment of the consideration is due from the time of the order.

The Customer undertakes to pay the agreed price for the Product ordered on the Site (price of the Products and of the transport) as well as to pay or have to pay, if necessary, and this directly to the courier or transporter, VAT or other related taxes the import of the Products in the countries where the delivery will take place.

The Customer pays the order:

- Payment with any debit or credit card via Paypal Checkout
- Through PayPal as proposed on the Site.
The Customer guarantees DESIGNLAMP that he has the necessary authorizations to use the Paypal payment method when placing the order.
- By bank transfer, as proposed on the Site.
In case of non-receipt by DESIGNLAMP of the transfer within 14 days following the confirmation of the order, DESIGNLAMP reserves the right to cancel the order. The bank details are provided at the time of the order.

12. Non-payment - Retention of title

The ordered Products remain the property of DESIGNLAMP until the final and full payment of their price (pursuant to Art. 1523 et seq. Of the Italian Civil Code) DESIGNLAMP reserves the right to claim the ordered Products in case of non-payment.

In this case and at the request of DESIGNLAMP, the Customer undertakes to return any unpaid Product, at his own expense.

13. Complaints

Complaints for non-compliance of the Product (s) delivered with the order must be sent in writing directly to DESIGNLAMP, immediately after receipt of the goods.

The Customer must keep the original packaging and the delivery document.

14. Nominative information

The computerized processing of the information, including the management of the e-mail addresses of the users of the site, is carried out in compliance with the provisions of the law. The nominative information requested from the Customer is essential for the processing and forwarding of orders, the creation of invoices and any warranty contracts.

For this purpose, such information may be disclosed to the contractual partners of DESIGNLAMP.

The Customer can oppose such communication and in accordance with the law he avails himself of the right of access, modification, rectification and cancellation of the data concerning him by contacting

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To avoid any attempt of fraud, DESIGNLAMP may ask you for proof of your identity, of your domicile.

15. Electronic signature

The constitutes an electronic signature.

This electronic signature has the same value between the parties as a handwritten signature.

16. Failure to waive

For DESIGNLAMP the fact of not asserting a lack on the part of the Customer with respect to any of its obligations, cannot be interpreted as a waiver of the obligation in question and the possibility of asserting this lack at a later time.

17. Integrity of the contract

These general conditions of sale constitute the entirety of the obligations of the parties. No other general or particular condition communicated by the Customer may enter or be outside these general conditions.

18. Intellectual property

DESIGNLAMP is the owner of the intellectual property rights of the Site and the right to disseminate the elements contained in the online store catalog, consequently, the partial or total reproduction, on any type of support, of the elements that make up the Site and the catalog , their use as well as their transfer to third parties are formally prohibited.

19. Nullity

If one or more provisions of these general conditions are considered invalid or declared as such in application of a law, regulation or following a final decision taken by a competent jurisdiction, the other provisions will retain all their force and value.