

General Terms and Conditions of Sale (GTCS) for the purchase of products online on www.mahrstore.com

Mahr srls (hereinafter "Mahr") encourages the users to read the following General Terms and Conditions ("GTCS") governing the purchase of the products, management of orders placed on the website, and the use of the website. Please download this document by clicking [here](#).

1. Execution of the Contract and Delivery of the Products

1.1 Each order placed on www.mahrstore.com determines the execution of a sale and purchase agreement, in Italian and regulated by Italian law, between the purchaser and Mahr.

1.2 By clicking on "Buy," the client submits a binding purchase order for the products in the virtual shopping cart, which must be followed by the execution of the payment. The purchase order confirmation page – which refers to the General Terms and Conditions of Sale and the Information Notice on the Right of Withdrawal – contains information on the main characteristics of each product included in the purchase order, the price (including VAT but not including customs duties or other taxes), and shipping costs.

By submitting the order, the client accepts these General Terms and Conditions unconditionally and undertakes to comply with these in its relations with Mahr.

After completion of the payment, Mahr will send an email confirming the order.

The sale and purchase agreement is deemed to be executed upon submission of the order confirmation by Mahr.

1.3 If the products ordered should not be available; Mahr will refund any amount credited to its accounts without delay. Each time the client should fail to receive a confirmation order, the order shall be ineffective. Therefore, Mahr shall not - in any event whatsoever - be required to deliver the client the product selected in the order, nor may Mahr be held liable for any other pre-contractual or contractual liability arising therefrom.

1.4 Mahr delivers worldwide. If the delivery time is stated in business days, these shall be deemed all days between Monday and Friday (included) with explicit exclusion of any bank holidays.

2. Prices, Shipping Costs

2.1 The client is required to pay the price published on the product page upon submission of the order.

The price shown includes VAT but does not include any customs duties and additional taxes applied in case of delivery outside of the European Union, which may vary depending on the country where the delivery shall occur. Such additional taxes, which may also be determined based on the purchased product's weight and value, shall be entirely borne by the client, and Mahr shall be in no case responsible for their quantification.

2.2 The client always bears shipping costs. These are shown on the page describing the product and in the shopping cart upon submitting the order. Mahr invoices and calculates shipping costs based on the destination's geographical area, as shown in the chart available by clicking [here](#).

2.3 Shipping is free of charge for orders over the amount of Euro 300.

2.4 Normally, within the European Union, the products are delivered within two (2) business days. In any case, delivery dates are not binding for Mahr, which may not be - in any case whatsoever - liable for any delays that may occur after Mahr has handed the products to the courier.

3. Payment

3.1 Mahr accepts payment through:

- Paypal;
- Visa/Visa Electron, Mastercard, American Express credit cards;
- bank transfer.

The costs – depending on the payment methods chosen and determined by the payment service provider based on its rates - are borne exclusively by the client.

3.2 Payment through Paypal takes place using its digital platform and the service provided by Paypal.

Mahr will not be responsible for any payment methods registered on Paypal's portal. Mahr does not have access to such data. Therefore, it may not - in any case whatsoever - be held liable for any illegitimate use of the data.

3.3 Credit card payment services are offered by Stripe (please find more information on www.stripe.com) through a platform incorporated in the website mahrstore.com. Therefore, Mahr may not be held liable for any unlawful use of the information provided for the payment, to which Mahr does not have access and cannot access in any way whatsoever.

Even in the presence of a product return or if the purchaser exercises its right of withdrawal, Mahr does not have access to the information concerning the client's payment methods, which remain in possession of the payment services provider only.

3.4 The purchaser accepts to receive invoices and any credit notes exclusively in electronic format.

4. Information on the right of withdrawal set forth by article 49, par. 1, letter (h) of Legislative Decree no. 206/2005 the "Italian Consumer Code."

Clients may withdraw from the contract without stating any reasons within 14 days from the date the client or a third party – other than the carrier and designated by the client - has obtained possession of the final product purchased or the moment the product becomes available for the client.

If more products are purchased in one transaction and are delivered separately, the term of 14 days starts from the day the client or a third party – other than the carrier and designated by the client - has obtained the final product or this product has become available for it.

To exercise the right of withdrawal, clients must inform Mahr via email at info@mahrstore.com of the decision to withdraw from this contract within the term of 14 days set forth above. To do so, clients may use the standard withdrawal form that may be downloaded here (although it's not mandatory) or communicate their clear intention of withdrawing from the contract.

The term set to exercise the right of withdrawal is deemed respected if the client sends its withdrawal declaration before the expiry of the abovementioned term of 14 days.

5. Effects of Withdrawal.

5.1 the client must return or hand over the products without undue delay and, in any case, within 14 days as of the day in which it communicated its intention to withdraw from the sale and purchase agreement.

The client must return the products:

- appropriately packed into their original packaging, with all Mahr tags and seals, not ruined, damaged, or stained and with any accessories, instructions for use, and documentation included in the packaging.

- including the transport certificate (included in the original package) to allow Mahr to identify the client through the order number, name, surname, and address;

- without evident signs of wear, other than those compatible with the regular trying on of the products (the products shall not bear traces of wear and, in any case, shall not be in a state that does not permit their sale). For the purposes listed above, Mahr discourages the use of excessive strength over seams. It recommends trying on the products without wearing makeup, creams, lotions, perfume, or deodorants, which may leave stains or odors on the products.

Mahr will not accept any product returned in the presence of any marks or stains.

All products sold come with an identification tag. If a tag is attached to a product with a disposable seal, and the client removes it, the client loses the right to exercise the right of withdrawal.

5.2 Following the exercise of the right of withdrawal, prior ascertaining that all the above-listed conditions are met, Mahr will refund the price of the products sold only. The costs incurred by the client to return the purchased products to Mahr shall remain costs borne by the client.

However, if the client decides to use the DHL courier, it will not have to pay the costs associated with returning the product to the carrier. The seller will anticipate the shipping costs associated with returning the product on behalf of the client. Mahr will withhold the shipping costs associated with returning the product from the amount due as a refund of the purchase price.

If the client decides to use a different carrier than DHL, it shall pay the costs associated with returning the product directly to the designated carrier.

5.3 Following the exercise of the right of withdrawal, Mahr will provide the client with a refund without undue delay. Such a refund shall, in any case, occur - prior ascertaining of the correct exercise of the right of withdrawal and the satisfaction of the above-listed conditions - not later than 14 days as of the date in which the client shall inform Mahr of its intention to exercise the right of withdrawal. Mahr may withhold the refund until the client has returned the products.

Refunds will be made using the same payment method used by the client for the purchase.

5.4 In case the products returned should not respond to the requirements listed above, or in case of incorrect exercise of the right of withdrawal, Mahr will inform the client, and the latter may request, at its expense, that the products are shipped again. Mahr will be entitled to retain the products until the client has paid the shipping costs.

5.5 Mahr does not allow the replacement of products sold. Therefore, such replacement may only occur - where the applicable prerequisites and conditions are satisfied- by exercising the right of withdrawal and subsequently purchasing a different product.

6. Standard Withdrawal Form

The client who intends to withdraw from the contract shall do so using the standard withdrawal form that may be downloaded here and shall fill it out with its data and with the data relating to the transaction and send it via email to:

info@mahrstore.com

Without prejudice to the client's possibility to exercise the right of withdrawal informing Mahr by making any other explicit declaration of its intention to withdraw from the contract, alternatively to using the standard withdrawal form listed above, the client may use the following standard text: "I hereby notify the withdrawal from my/our(*) contract, entered into for the purchase of the following goods:

Name of the purchaser:

Order no.

Ordered onreceived on.....

Address of the purchaser

Date and signature

7. Refunds

7.1 Refunds are credited directly to the account or the payment method used for the purchase. Therefore, if Paypal is used, the refund is credited to the client's Paypal account or the associated credit card. Instead, if the client purchased the products directly with a credit card, the refund is credited by canceling the related transaction or crediting the amounts to the bank statement. For payments made through bank transfer, the refund is credited to the bank account used to make the payment.

7.2 The refund normally occurs within the day the client receives the second bank statement after completing the withdrawal and product return procedure. Without prejudice to Mahr's compliance with the term specified in article 4 above, the time required to complete the refund procedure also depends on the payment services provider and possibly on the issuer of the credit card used. In any case, the value date for the credit shall be the same as the value date of the original debit. Therefore, the client shall not suffer bank interest losses.

7.3 In the event that the recipient of the products indicated in the order and the person who made the payment to purchase the products do not correspond, in case the right of withdrawal is exercised, the amounts paid will, in any case, be refunded to the person who made the payment.

8. Complaints and Customer Service

For any questions, please visit the help page or the contact page

Any complaints shall be submitted:

via email at info@mahrstore.com

9. Guarantee for Defects and Lack of Conformity in the Products and Additional Information

9.1 The essential characteristics of the products are displayed on Mahrstore.com in each product description. The products shown on Mahrstore may not correspond to the real garments in terms of image and colors due to the Internet browser or monitor used.

9.2 Any purchase carried out on Mahrstore is subject to the Italian Consumer Code provisions on the guarantee for defects and lack of conformity of the products. The client will be entitled to the rights set forth by article 130 of the Italian Consumer Code. It shall exercise such rights within the terms set forth by article 132 of the mentioned Italian Consumer Code. Therefore, all of the products sold are covered by the statutory guarantee of twenty-four (24) months for lack of conformity under applicable law. The purchaser must communicate any such lack of conformity to the seller within two (2) months from the discovery. The purchaser may communicate the product's lack of conformity to the seller by contacting the Customer Service. In case of a lack of conformity, the client may request that the product is repaired or replaced. In case such remedies should not be feasible or should be too expensive, the client shall have the right to obtain a proportional reduction of the price paid or the termination of the sales purchase agreement, pursuant to article 130 of the Italian Consumer Code.

10. These GTCS may be read and printed out at www.mahrstore.com.

11. Privacy

The information relating to the processing of clients' personal data is available in the privacy policy at the end of the page www.mahrstore.com and may be reached through the following hyperlink: Privacy Policy.

12. Applicable Law

12.1 Without prejudice to the application of the imperative provisions originating from the European Union on consumer protection, these GTCS and the sale and purchase agreements are subject to Italian law. Specifically, the Italian Consumer Code regulating distance contracts in articles 46 to 67 and Legislative Decree no. 70 of April 9, 2003, on e-commerce and shall be construed accordingly.

12.2 If the client is to be qualified as a "consumer" based on the applicable legislation, the competent court having jurisdiction over any dispute arising from the performance of the sale and purchase agreement shall be determined based on the address for service of the client, if located on national territory. In any other case, the Court of Rome will have exclusive jurisdiction.

Any clause considered void and/or unenforceable by the applicable legislation shall be deemed severed from the text without prejudice to the remaining provisions of these GTCS, which shall remain effective.

12.3 If any dispute should arise in connection with these GTCS and/or the sale and purchase agreements, the clients may resort to an out of court dispute resolution procedure in accordance with the requirements of articles 141 and following of the Italian Consumer Code.

12.4 Please also note that the European Commission provides a platform for the alternative out of court dispute resolution, available at <http://ec.europa.eu/odr>

13. Amendments and Updates to the GTCS

Mahr amends these General Terms and Conditions of Sale from time to time, also based on any law changes, if it deems it necessary. The new General Terms and Conditions of Sale will be effective and applicable to the relations arisen after publication on Mahrstore.com.

Rome, September 14, 2020.