

MONTENAPOLEONE BRANDS - SHOP POLICY
GENERAL TERMS & CONDITIONS OF SALE

1. SUBJECT OF CONTRACT

These general conditions of sale define the rights and obligations of MONTENAPOLEONE BRANDS and of the Customers in regards to the Products presented by TMONTENAPOLEONE BRANDS on its website www.montenapoleonebrands.com (hereinafter referred to as "the Site"). They apply exclusively between the company MONTENAPOLEONE BRANDS, via Angelo Ramazzotti, 24 - Monza (MB) Italy (hereinafter referred to as "MONTENAPOLEONE BRANDS") and any physical human consumer visiting or making a purchase via the website itself (hereinafter referred to as "the Customer").

On the Site, MONTENAPOLEONE BRANDS allows the customer to order online products from the brand MONTENAPOLEONE BRANDS (hereinafter referred to as "the Product(s)") according to the present terms and conditions.

Any order placed via MONTENAPOLEONE BRANDS therefore entails the unconditional acceptance by the Customer of these conditions. MONTENAPOLEONE BRANDS reserves the right to modify the current general conditions at any time without notice; the applicable conditions are those in effect on the date of the order by the Customer.

The in effect general conditions of sale are available permanently via the following address: <https://the-brand-collector.myshopify.com/> in a digital format modified for printing and/or downloading, so that the Customer may reproduce or save them at any time.

2. PRODUCTS AND COMPLIANCE

2.1. The products on sale are presented on the website of MONTENAPOLEONE BRANDS and accompanied by a description.

2.2. Products offered by MONTENAPOLEONE BRANDS comply with the applicable standards in Italy.

Elements such as images, text, graphics and all the information and characteristics illustrating and/or accompanying the products are not contractual, which the Customer acknowledges.

As such, MONTENAPOLEONE BRANDS does not incur any liability for error or omission of any of these items or in case of modification of said elements by suppliers and/or publishers.

3. CLIENT'S OBLIGATIONS

3.1. The Customer declares be at least 18 years of age and to have the legal capacity or hold parental permission allowing themselves to place an order on the Site.

3.2. The Customer undertakes to provide MONTENAPOLEONE BRANDS elements of real and necessary information for the performance of the intended service of the present conditions as requested online and relevant to their situation, including a valid first name, last name, address, phone and email address.

The Customer is responsible for any consequences deriving from any false or inaccurate information transmitted in which the return might be unlawful.

3.3. Once the order has been placed, MONTENAPOLEONE BRANDS addresses an email to the Customer confirming it. It informs of the sending of the Products.

3.4. The Customer may modify their personal information under the "My Account" section.

4. ORDERS

4.1. All orders will be confirmed after acceptance of payment.

4.2. MONTENAPOLEONE BRANDS reserves the right to cancel or refuse an order in case of dispute with the Customer on a previous order.

4.3. MONTENAPOLEONE BRANDS can accept orders within the limits of available stocks. It informs the Customer of the availability of products sold on the Site at the time of order confirmation.

If, despite the vigilance of MONTENAPOLEONE BRANDS , products are unavailable, MONTENAPOLEONE BRANDS will inform the Customer by e-mail as soon as possible. The Customer may then cancel the order and refund, if applicable, the amounts already paid.

The permanent or temporary unavailability does not in any way engage the responsibility of MONTENAPOLEONE BRANDS , nor does it imply any right to compensation or damages in favour of the Client.

5. PRICES

5.1. The prices displayed on the Site are indicated in Euros including Italian tax charges (Italian VAT and any taxes eventually applicable), excluding shipping costs, order processing costs and packaging costs.

The shipping costs, order processing costs and packaging costs will be included in the basket of the Customer, before final confirmation of the order. Prices can be modified at any time without notice and especially in the event of change of tax or economic data. The items will be billed based on rates in effect at the time of registration of the order.

6. DELIVERY

6.1. MONTENAPOLEONE BRANDS delivers its products within France and to all countries of the European Union and can deliver on demand to any country worldwide.

Products are shipped with the delivery form to the shipping address provided by the customer when ordering. The delivery cannot be made to hotels or PO boxes. The delivery times indicated on the site are target dates, corresponding to the average processing time and delivery. So that these deadlines are respected, the Customer must ensure that you have provided complete and accurate information concerning the delivery address (such as including: street number, building, stairs, access codes, names and/or interphone numbers, etc.).

In case of late delivery of more than 30 working days, if the product has not been shipped, the Customer may terminate the order by registered letter with acknowledgment of receipt and request a refund of his order.

If the item was shipped before receiving the order cancellation for late delivery of more than 30 days, MONTENAPOLEONE BRANDS will refund the item and shipping charges upon receipt thereof, complete in its original condition and with all labels intact.

MONTENAPOLEONE BRANDS undertakes to inform the Customer of the evolution of the order processing.

In case of damaged delivery (already open, missing products...), the Customer shall notify the carrier and MONTENAPOLEONE BRANDS, by any means, under all reserve within 3 days of receipt of the product.

MONTENAPOLEONE BRANDS cannot be held responsible for consequences due to delayed delivery that are not of their making.

7. PAYMENT

Full payment must be made when placing an order. At no time may payments be considered as a deposit or instalments. Customers can pay their order by credit card (Visa, Eurocard/MasterCard) or PayPal, in accordance with the provisions of this Article.

For all transactions, the Customer will indicate the number on the front of the card, the expiration date of the card and the security code on the back of the card (last three digits).

The communication by the Customer of his or her credit card number is authorization for MONTENAPOLEONE BRANDS to debit its account by the amount of the order.

No sending of cash on delivery will be accepted, whatever the reason. MONTENAPOLEONE BRANDS retains ownership of the item until full payment by the Customer has been made. Purchases are made in a secure manner. Payment solutions adopted by MONTENAPOLEONE BRANDS are 100% secure. For payments by a banking card (credit card, visa and e-carte bleu), all the information that Customers communicate with MONTENAPOLEONE BRANDS are strictly protected and guarantee the accuracy and security of each transaction.

8. EXCHANGE AND RETURNS OF PRODUCTS

RIGHT OF RETRACTION

Within fourteen (14) days from receipt of the order, the Customer may request MONTENAPOLEONE BRANDS to return or exchange of the Product(s).

To do this, the Customer must first request a return or exchange e-mail.

When the return request is validated by MONTENAPOLEONE BRANDS , the item should be sent back to MONTENAPOLEONE BRANDS and the shipping fees to return the product(s) are to be borne by the customer.

The return or exchange is at the risk of the Customer. The Product must be returned within a week in its original packaging, in its original condition, new, unworn, unwashed, and with its anti-counterfeit label, to the following address:

MONTENAPOLEONE BRANDS

Via Ramazzotti, 24

20900 Monza (MB)

Italy

If the item is not returned by the Customer within one week after acceptance of the return procedure by MONTENAPOLEONE BRANDS , the return is considered canceled and the Customer must keep the product.

The returned Product will be refunded within a maximum of fifteen (15) days of its receipt by MONTENAPOLEONE BRANDS by a credit of the amount to be reimbursed to the bank account of the Customer.

The return costs are to be borne by the customer unless MONTENAPOLEONE BRANDS delivered a damaged or different item from the item ordered.

Upon non-compliance by the Customer of these conditions, notably of the conditions of return or exchange, MONTENAPOLEONE BRANDS will not proceed with the refund for the Products concerned.

9. GUARANTEES AND RESPONSIBILITY

MONTENAPOLEONE BRANDS only has, for all stages of access to the site, the ordering process for the shipping of the package or subsequent services, an obligation of means. The responsibility of MONTENAPOLEONE BRANDS cannot be engaged for any inconvenience or damage arising from the use of the Internet, including a break in service, external intrusion or presence of computer viruses or any other incident of force majeure, according to law and jurisprudence.

10. INTELLECTUAL PROPERTY

In no case the customer is allowed to download or modify all or part of the Site and its contents (listed products, descriptions, images, videos ...).

This Site or any portion of this Site shall in no case be reproduced, copied, sold or exploited for commercial purposes without the express written permission of MONTENAPOLEONE BRANDS

In general, all copyrights, trademarks and other distinctive signs and property rights or intellectual property appearing on the Site, will remain the full property of MONTENAPOLEONE BRANDS .

The Customer is therefore obliged to respect intellectual property rights and will not in any way use the trademarks appearing on the Site and on the Products in any eventuality, or deposit a trademark that would prejudice the rights of the owner, unless otherwise stated by contract. It is the same for any other right of intellectual property.

11. GUARANTEES AND RESPONSIBILITY

MONTENAPOLEONE BRANDS agrees to only use the confidential information of its Customers in the case of operation of its website.

In order to effectuate the successful processing of an order, the nominative data collected will be subject to a data processing, of which the Customer acknowledges having knowledge.

As such, the information may be disclosed to the technical providers of MONTENAPOLEONE BRANDS R.

Moreover, MONTENAPOLEONE BRANDS is able to apply technical means in order to obtain non-personal information about users in order to improve the functionality of the site, for example by plotting the number of visitors to certain pages.

According to the law of 6 January 1978 amended by the Act of 6 August 2004, the Customer has a right to access and correct personal data in the files of MONTENAPOLEONE BRANDS . All requests must be sent by email to: info@montenapoleonebrands.com

12. FORCE MAJEURE

In the event of a force majeure event, the party concerned shall notify the other within fifteen (15) days from the occurrence of the event by registered letter with acknowledgment of receipt.

Explicitly, are considered as force majeure or unforeseeable circumstances beyond those usually retained by the course of jurisprudence and French courts, total or partial strikes, lockouts, riots, boycotts or other actions in industrial or disputes commercial, civil disturbance, insurrection, war, bad weather, epidemics, blockage of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal changes or regulatory forms of marketing, computer failure, telecommunications blocking, including wired and wireless telecommunications networks, and other cases independent of the will of the parties preventing normal execution of the contractual relationship.

All obligations of the parties shall be suspended for the duration of the force majeure event, without compensation.

If the force majeure event continues for more than three (3) months, the contract concerned shall be terminated automatically without indemnity to one or other of the parties.

13. GENERAL PROVISIONS

13.1. NON PARTIAL VALIDITY OF CLAUSE

If any provision of these present conditions is declared invalid or unenforceable by a competent court, it will be declared unwritten and will not result in the nullity of other stipulations.

13.2. UPDATING

These general conditions can be modified at any time without notice by MONTENAPOLEONE BRANDS, the applicable conditions are those in effect on the date of the order by the Customer.

These general conditions of sale are available permanently at the following address: <https://0928ebec-358c-4a4e-ad93->

[e60afc53a440.filesusr.com/ugd/8b8783_6596789f0d5e4558a67ea05e4e80dbeb.pdf](https://0928ebec-358c-4a4e-ad93-e60afc53a440.filesusr.com/ugd/8b8783_6596789f0d5e4558a67ea05e4e80dbeb.pdf) in a digital format modified for printing and/or downloading, so the Customer may reproduce or save them at any time.

13.3. APPLICABLE LAW - JURISDICTION

These general conditions are subject to Italian law concerning the substantive rules as the rules of form. Any dispute will be subject to a preliminary attempt at an amicable settlement.

In the absence of an amicable settlement, jurisdiction is given to the competent Italian courts, notwithstanding multiple defendants or introduction of third parties.

13.4. : REPRODUCTION OF THE APPLICABLE PROVISIONS (2005-136 ORDER OF 17 FEBRUARY 2005, CODE OF CONSUMPTION, CIVIL CODE)

Art. L. 211-4. of the Consumer Code

The seller must deliver goods in conformity with the contract and liable for defects of conformity existing upon delivery. It also addresses the lack of conformity resulting from the packaging, instructions for assembly or installation when it was put in his or her charge by the contract or was carried out under his or her responsibility.

Art. L. 211-5. of the Consumer Code

- To comply with the contract, the good must:

1. Be suitable for the purpose typically expected of a similar property and, where applicable:

- correspond to the description given by the seller and possess the qualities that he has presented to the Customer as a sample or model;

- present the features that a customer can reasonably expect given the public statements made by the seller, the producer or his representative, particularly in advertising or labeling;

2. Or have the features defined by mutual agreement by the parties or be suitable for any special requirement of the customer, made known to the seller and to which the latter agreed.

Art. L. 211-12. of the Consumer Code

The action resulting from lack of conformity lapses two years after delivery of the goods.

Art. 1641 of the Civil Code

The seller must guarantee in respect of hidden defects of the thing sold which render it unfit for the use for which it was intended, or that decrease this use that the customer would not have acquired, or would have paid a lower price if he had known.

Art. 1648 paragraph 1 of the Civil Code

The action resulting from latent defects must be brought to suit by the purchaser within two years after discovery of the defect.

You can contact the MONTENAPOLEONE BRANDS by phone at (+33) 9 75 86 01 39