

General Terms and Conditions of Sale

Valextra spa (hereinafter, the “**Seller**” or “**Valextra**”), with registered office in Milan (MI), Via Alessandro Manzoni 3, Italy, Tax Code and VAT no. 04856430964, is the owner of the website www.valextra.com and the domains linked to it (hereinafter, the “**Site**”) dedicated to the retail and online sale (hereinafter, the “**Online Sale**”) of handbags, small leather goods and luxury luggage (hereinafter, the “**Products**”) by the Seller to consumers (hereinafter, the “**Users**”).

PREMISES

- 1) These general terms and conditions of sale (hereinafter the “General Terms and Conditions”) are set out in compliance with the regulations governing online contracts between professionals and consumers pursuant to Legislative Decree no. 206/2005) as amended by Legislative Decree no. 26 of 7 March 2023 (“Italian Consumer Code”), Legislative Decree no. 70/2003, and Legislative Decree no. 59/2010. The User is also informed, pursuant to Article 49 of Legislative Decree 206/05, that the Seller uses a chat on its Site through which it is possible to contact and communicate directly with Valextra.
- 2) The User may download these General Terms and Conditions, published on 27/02/2024 from the link on top of this page in “.pdf” format and, in this way, can record a copy of them on a durable support as provided for in Article 12 of Legislative Decree No. 70/2003;
- 3) The use of the Services is permitted to registered and unregistered Users who have read the Privacy Policy and accepted the General Terms and Conditions, declaring that they are of legal age.

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1. GENERALITIES AND SCOPE

1.1 These General Terms and Conditions apply to all sales (hereinafter referred to as the “**Services**”) completed on the website <https://www.valextra.com/>, via its own domain www.valextra.com.

1.2 The General Terms and Conditions apply to all territories indicated in the “country selector” in the footer of Valextra.com:

1.3 Without prejudice to the preliminary information referred to in Article 49, paragraph I, Legislative Decree 206/2005, which forms an integral part of the contract pursuant to Article 49, paragraph V, Legislative Decree 206/2005, the General Conditions may be amended at any time, subject to the right of withdrawal of the User referred to in point 1.5 below. Any amendments and/or new conditions shall be in force from the moment of their publication at the “Terms & Conditions” section of the Site. For this purpose, we invite users to regularly access the Site and to check the publication of the most updated General Conditions.

1.4 The Online Sale is governed by these General Conditions and by the indications contained in the sections of the Site consulted by the User in the steps necessary to place the order, which are to be considered an integral and substantial part of these General Conditions.

1.5 The General Terms and Conditions applicable are those in force on the date the purchase order is placed, and any changes made after the order is placed shall not affect the sales contract to which the order refers to.

1.6 These General Conditions do not govern the sale of products and/or the provision of services by parties other than Valextra that are present on the Site via links, banners, or other hypertext links.

Before conducting business transactions with such parties it is necessary for the User

to check their terms and conditions of sale. Valextra is not responsible in any way for the provision of services and/or the sale of products by such parties.

Valextra does not control and/or monitor the websites accessible through these links. Valextra is therefore not responsible for the contents of these sites, nor for any errors and/or omissions and/or violations of law on these sites.

1.7 The General Terms and Conditions shall also apply to future new types of Services to be provided by Valextra, unless otherwise stipulated at the time of registration or the first provision of the new Service.

2. SITE REGISTRATION

2.1 Only consumer users who are natural persons are permitted to register.

“Consumers” means natural persons who access the Site and Services for purposes not related to their commercial, entrepreneurial, business or professional activity. Therefore, the provisions of Legislative Decree no. 206 of 6 September 2005 (“Italian Consumer Code”) will apply, in addition to those generally applicable to the type of service provided by Valextra pursuant to Legislative Decree no. 70 of 9 April 2003 on information technology services and e-commerce.

2.2 Registration on the Site is free of charge. To register, the User must fill in the registration form, entering his or her first name, last name, telephone number, email, password and place of birth.

Registration is confirmed by e-mail sent to the address provided by the User.

2.3 Registration Credentials are to be used exclusively by the User and may not be transferred to third parties.

The User must notify Valextra without delay in the event of suspected misuse.

Registration Credentials may be changed by the User at any time by accessing the “My Account” section on the Site.

In addition, if you have lost your password, you can retrieve it from the Login page by clicking on “Forgotten your password?”.

2.4 The User guarantees that the Registration Credentials provided during the Site registration procedure are complete, correct, and truthful.

The User agrees to indemnify and hold Valextra harmless from any obligation to pay damages, sanctions, or penalties arising from or in any way connected with the User’s violation of the rules for registering on the Site.

The User is exclusively responsible for accessing the Website using his or her Registration Credentials and is directly liable for any damage or harm caused to Valextra or third parties by improper use, loss, misappropriation by others, or failure to maintain proper secrecy of his or her Registration Credentials.

All transactions carried out using the Registration Credentials are deemed to have been carried out by the customer to whom the Registration Credentials relate.

2.5 By registering on the Site, the User may agree to receive invitations to participate in Valextra’s sales and business proposals.

At any time, by clicking on the appropriate link at the bottom of the invitation, the User may request not to receive further offers.

The User may in any case participate in sales by means of direct access on the Site using his credentials.

2.6 The Services are provided in English and/or Italian, depending on the country of navigation.

2.7 A single registration per user is possible. Multiple registrations may be deleted by Valextra.

2.8 Entering in “My Account” section of the Site, in the personal area, the User can view the history of his or her orders, past and current, and track their progress by clicking on “Track your Order”.

In the personal area ‘My Account’, the User can also check and change saved addresses, change the Password, view and change personal information.

2.9 Valextra reserves the right to refuse a User’s registration if it sees good reason to do

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Valextra also reserves the right not to accept orders, from whomever they come from, that are abnormal.

2.10 The User may at any time cancel his or her account and subscription from the Site by sending an email to customercare@valextra.com.

The User may unsubscribe from Valextra newsletters by simply clicking on the “unsubscribe” link shown at the bottom of all newsletters sent from the Valextra site.

3. INFORMATION DIRECTED TO THE CONCLUSION OF THE CONTRACT AND ACCEPTANCE OF THE GENERAL CONDITIONS

Pursuant to Articles 12 and 13 of Legislative Decree No. 70/2003 on electronic commerce, Valextra provides the User with the following information aimed at the conclusion of the contract:

a. To conclude the contract for the purchase of one or more products on the Site, the User must fill in the electronic order form and send it electronically to Valextra, following the instructions that will appear on the Site from time to time and which will accompany the various steps of the purchasing process, accepting the General Conditions hereof;

b. before proceeding to the transmission of the order form, the User will view and check the order summary which shows the Products placed in the shopping basket (“My bag”), the price with possible shipping costs and additional charges, the delivery, transport and payment terms and any other particular condition selected by the User during the order process. The User will be able to identify and correct any data entry errors by following the instructions indicated from time to time on the Site and which will accompany the different steps of the purchase process;

c. placing the order implies clicking on a button with an expression similar to order with obligation to pay;

d. by placing the order, the User confirms that he/she is aware of and accepts the General Terms and Conditions and undertakes to pay the price and any additional costs and charges indicated in the summary;

e. once the order form has been registered, Valextra will send the User, to the e-mail address indicated, a confirmation e-mail containing information on the characteristics of the product purchased, details of the price, the terms of payment, the procedures for exercising the right of withdrawal, shipping costs, and any additional costs, as well as an indication of the support service and the web page where the General Conditions can be found. It is recommended to keep the e-mail received as proof of purchase or to store it on a durable support;

f. The Online Sale contract is concluded when the User sends his order and receives from the Seller the order receipt referred to in point e. above;

g. the order form will be stored in Valextra’s database for the time required to process the order and, in any case, within the terms permitted by law. To access their order form the User may consult the “My Account” - “My Orders” section of the Website where they will find a list of all orders placed. The User is in any case invited to archive on an appropriate durable medium the order receipts and this General Terms.

4. TERMS AND CONDITIONS OF PURCHASE

4.1 The offers published on the Site are available for a limited time and with limited quantities of products. The validity date of the offers is indicated on the Site.

4.2 All prices shown on the Site are in local currency (e.g. and for information only: Euro €, US \$ and GBP £) and include VAT. The cost for shipping is explicitly indicated and includes VAT. This amount will be shown separately on the order form prior to the dispatch and in the order confirmation email.

In the case of purchases made outside the territory of the European Union, duties, taxes, charges, and any other customs and/or taxation arising out or in any way

Valextra

connected with the importation and customs clearance of the products may be borne by the purchaser.

4.3 The products remain Valextra's property until the purchase price and fees have been paid by the User.

4.4 Valextra will process the purchase order only after receiving confirmation of authorisation to pay the total amount due, consisting of the purchase price, shipping costs, and any additional charges, as indicated on the order form.

4.5 Valextra reserves the right not to accept or in any case not to confirm orders from users with whom disputes are pending or in the case provided for in Article 5.1.

5. AVAILABILITY

5.1 The Products offered on the Site are limited in number. It may therefore happen that the product ordered is no longer available after the purchase order has been sent, as the User acknowledges that, due to the possible simultaneous access to the Site by several users and the time elapsing between the loading of the web page and the insertion in the shopping cart, the actual availability of individual Products may vary. The User may only purchase the Products present on the Site and in the quantities indicated therein. The prices and availability of the Products, as shown on the Site, are subject to change at any time and without notice.

5.2 In any case of unavailability of the product ordered, the purchase order will not be confirmed. If payment has already been made, Valextra will reimburse the amount paid by the User, including contributions to order processing and shipping costs, immediately, and in any case within fourteen days from the day after the order was placed.

The refund amount will be communicated by e-mail and credited to the same means of payment used for the purchase or as otherwise agreed with the User. The timing of the crediting depends on the credit card used and normally the credit appears within two months on the card statement.

If the recipient indicated in the order does not correspond to the purchaser of the product, the amount will be credited to the original purchaser, i.e. the holder of the credit card and account used for payment. Refunds are made in the same currency as the currency of purchase. Any losses due to currency fluctuations will not be refunded. Returns can only be accepted from the country where delivery took place.

5.3 Valextra accepts no responsibility for any delays in crediting the amount, whether they depend on the bank or the type of credit card used for payment. In any case, the value date of the re-credited amount will be the same as that of the debit.

6. DELIVERY

6.1 Deliveries are made to the address indicated by the User in the order form. The User is solely responsible for the address provided for delivery.

6.2 Delivery times are those indicated in the order form. An indication of the delivery time can also be found at the following [link](#); in case of clarification, you can always contact customer care.

If no specific delivery date is specified, delivery shall take place within thirty days from the day after the order is placed. Orders are processed and dispatched from Monday to Friday, 9 a.m. to 4 p.m. CET.

6.3 When the goods leave our warehouse, an e-mail confirming the shipment will be sent to the User. Deliveries will be made from Monday to Friday, during normal office hours, excluding national holidays.

6.4 In the event delivery is prevented due to force majeure, Valextra cannot be held responsible in any way for delays caused by third parties and/or force majeure.

6.5 Delivery is deemed completed when the product is made available to the User at the address specified in the order form.

Valextra

6.6 In the event of non-delivery due to the absence of the recipient at the specified address, the User must contact Valextra Customer Service at customercare@valextra.com.

After 30 days have elapsed from the date the product has been returned to Valextra, the contract will be considered terminated and the purchase order cancelled pursuant to Article 1456 of the Italian Civil Code, and Valextra will refund the sum paid by the User net of the cost of unsuccessful delivery of the product and the cost of returning it to Valextra and the cost of storage.

6.7 If the packaging shows obvious signs of tampering or alteration, the User must promptly notify Valextra Customer Service by e-mail at customercare@valextra.com.

7. WITHDRAWAL

7.1 In accordance with the provisions of Art. 52 et seq. of D.Lgs. 206/05, Users who have purchased products through the Site have the right to terminate the contract concluded with Valextra, without specifying a reason and without incurring costs other than those provided for in Article 56, paragraph II and Article 57 of D.Lgs. 206/05, within 14 days from the date of receipt of the goods, unless otherwise specified.

To exercise the right of withdrawal, the consumer must follow the instructions given in the 'shipping and returns' section in the footer of the site, on the product pages and at the 'check your order' link in the order history within his or her personal account page. The following provisions apply to the exercise of withdrawal:

a) You have a period of 14 days from the date of receipt of the ordered product to communicate your intention to return the product in the form indicated above. In the case of the purchase of several goods by means of a single order and delivered separately, the 14-day period shall run from the date of receipt of the last product ordered.

b) The products must be returned undamaged and appropriately packaged preferably in their original packaging, accompanied by any accessories, without undue delay to the Seller and must be sent, in any event, within 14 days from the date on which the User informed the Seller of his decision to terminate the contract. The risks associated with returning the products are in this case borne by the User. The cost of return shipping is borne by Valextra. It is understood that if the product delivered by Valextra is damaged or does not conform to specifications, Valextra will bear the shipping costs.

For any information please contact: CUSTOMERCARE@VALEXTRA.COM.

7.2 Pursuant to Article 57, paragraph II of Legislative Decree 206/05, the User is liable for any decrease in the value of the products resulting from handling the products other than what is necessary to establish the nature, characteristics, and functioning of the goods. In this case, Valextra reserves the right to ask the User the reimbursement of the ascertained value decrease.

7.3 In accordance with Article 56, paragraph III of Legislative Decree 206/05, only after the product has been returned or only after it has been verified that the User has returned the goods, Valextra will refund the amount paid by the User as soon as possible. The refund amount will be credited to the same means of payment used for the purchase unless otherwise agreed with the User. The value date of the refunded amount shall be the same as that of the debit. In any case, the Seller is not obliged to reimburse additional costs when the User has expressly chosen a type of delivery other than the least expensive type of delivery offered by the Seller.

7.4 Pursuant to Art. 59 of Legislative Decree 206/05, the right of withdrawal is excluded in the event that the sale relates to custom-made or customised products or products that by their nature cannot be returned, or sealed goods that are not suitable for return for hygienic or health protection reasons and have been opened after delivery.

8. PAYMENT

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8.1 Valextra.com accepts several payment methods. An indicative list is given below. For more information you can contact us at customercare@valextra.com.

Asia Pacific (APAC)

Alipay; AmazonPay; American Express; ApplePay; Dana; Diners; Doku; eNETS; Gcash; GoPay; GrabPay; JCB; Kakao; Klarna; MasterCard; MOLPay(wiring); OVO; Paypal; UnionPay; Visa

Europe, Middle East, Africa (EMEA)

ABN-AMRO; AmazonPay; American Express; ApplePay; ASN Banks; Bank Nowy BFG S.A.; Banki Spółdzielcze; Betala här och nu; Betalen binnen 30 dagen; BLIK; BNP Paribas; Bung; CashOnDelivery; Credit Agricole; Danske Bank; Diners; Dotpay; EFT; EPS; Fawry; Finnish E-Banking; Getin Bank PBL; GiroPay; Handelsbanken; ICA Banken; iDeal; ING; JCBKasa Stefczyka; Klarna; Knab; Konto Inteligo; Länsförsäkringar; Love Bank; Maksa heti; MasterCard; MB Way; mBank; Millennium; Mistercash Mobile; MobilePay; Multibanco; Nest Bank; Nordea; Paypal; Pekao24Przelew; Pilko maksu eriin; Płać z; Pocztowy24; Przelew; Rabobank; RegioBank; Revolut; Santander; SEB; Shoppaile ja säästä; Skandiabanken; Skycash; SNS; Sofortüberweisung; Sparbanken Syd; Swedbank & Sparbankerna; Toyota Bank; Tridos Bank; Trustly; Twint; Van Lanschot; Visa; VisaDankort; Volkswagen Bank

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Latin America (LATAM)

American Express; ApplePay; Diners; MasterCard; Paypal; Visa

North America (NA)

AmazonPay; American Express; ApplePay; Diners; Discover; JCB; Klarna; MasterCard; Paypal; Visa

Payments will be processed in such a way as to guarantee the security of transactions.

8.2 The debit shall only be made after: (i) the details of the payment method used by the User for payment have been verified, and (ii) the issuer of the credit card used or other payment method used by the User has issued the debit authorisation.

8.3 In the event of non-payment, Valextra will charge the costs for handling the outstanding payment to the User and will refuse the relevant purchase order.

8.4 Valextra reserves the right not to accept certain methods of payment at its sole discretion, notifying the User before sending the order.

9. GUARANTEES AND NON-CONFORMITY OF PRODUCTS

9.1 The Products offered on the Site comply with the national and European Community legislation in force in Italy.

9.2 All products sold on the Site are covered by the Legal Guarantee of Conformity provided for in Articles 128-135 septies of the Italian Consumer Code ("Legal Guarantee"). The Legal Warranty is reserved for consumers.

9.3 In the event of a lack of conformity of the purchased Products with respect to the description displayed on the Site, the User shall be entitled alternatively:

- to the restoration of Product conformity;
- to the proportional reduction of the price in proportion to the decrease in value of the good compared to the value it would have had if it was in conformity;
- the termination of the contract.

For the purpose of restoring the conformity of the goods, the User may choose between repair and replacement, which shall be carried out within a reasonable period of time, without any significant inconvenience to the User and without any additional expense for the User, provided that the remedy chosen is not impossible or, compared to the alternative remedy, does not impose disproportionate costs on the Seller, taking

into account all the circumstances and, in particular, the following:

- (a) the value that the goods would have in the absence of the lack of conformity;
- (b) the extent of the lack of conformity; and
- (c) the possibility of pursuing the alternative remedy without significant inconvenience to

The user is entitled to a proportional reduction of the price or termination of the contract:

- if the Seller has not repaired or replaced the goods;
- if a lack of conformity becomes apparent despite an attempt to repair the goods;
- if the lack of conformity is so serious as to justify a price reduction or termination;
- if the Seller has declared or it appears from the circumstances that it will not restore conformity within a reasonable time.

The User does not have the right to terminate the contract if the lack of conformity is minor.

The provisions of the Italian Civil Code governing the exception of non-fulfilment and the concurrence of the consumer's act remain unaffected.

However, users are invited to contact Valextra customer care (customercare@valextra.com) to agree on the preferred solution.

9.4 Valextra is liable to the consumer for any conformity defect existing at the time of delivery of the product and manifesting itself within two years after such delivery. Claims for defects that were not fraudulently concealed by the seller are time-barred within 26 months from delivery.

9.5 Unless proven otherwise, conformity defects that become apparent within one year after delivery of the product are presumed to have already existed on that date, unless this assumption is incompatible with the nature of the product or the nature of the conformity defect. To be eligible for the Legal Warranty, the user must therefore provide proof of the date of purchase and delivery of the good.

9.6 In the event of termination of the contract, Valextra will refund the price paid by the User, plus shipping and any additional costs.

In any case, the amount of the refund will be communicated to the user by e-mail and credited to the means of payment used by the User for the purchase.

The User will have to agree with Valextra's Customer Service on how to ship the goods.

9.7 Products that have been repaired, modified or in any way altered by the User are excluded from the Legal Warranty. Also excluded from the scope of application of the Legal Warranty are any failures or malfunctions or other defects caused by accidental events or by the User's liability or by use of the product that does not comply with its intended use and/or with the provisions of the technical documentation attached to the product, if any, or in the instructions for use relating to the product.

9.8 Conventional warranties for products sold are those provided directly by the manufacturer.

10. OBLIGATIONS AND RESPONSIBILITIES OF VALEXTRA

10.1 Valextra undertakes to correct any errors in the description of products offered on the Site as soon as possible after they are reported. Such errors may be reported by contacting Valextra's Customer Service at the addresses and numbers indicated above.

10.2 Valextra is not liable for damages of any nature whatsoever resulting from improper use of the product and/or use not in accordance with the manufacturer's instructions, as well as for damages resulting from unforeseeable circumstances or force majeure.

10.3 Valextra will not be liable in the event of loss of income, profits, data, or for any other indirect damage of any nature whatsoever arising from or in any way connected with the contracts subject to the General Terms and Conditions.

10.4 Valextra's liability in any case may not exceed the total value of the purchase order.

Valextra

10.5 Under no circumstances may Valextra be held liable for non-fulfilment of any of its obligations under the General Terms and Conditions if such non-fulfilment is caused by unforeseeable circumstances and/or force majeure, including but not limited to natural disasters, acts of terrorism, network malfunctions, and/or blackouts.

11. SUSPENSION OF SERVICE

11.1 Valextra reserves the right to temporarily suspend, without prior notice, the provision of Services for the time strictly necessary for the technical interventions necessary and/or appropriate to improve the quality of the same Services.

11.2 Valextra may, at any time, discontinue providing the Service if justified security reasons or breaches of confidentiality arise, in which case it will notify the User.

12. SITE CONTENTS AND INTELLECTUAL PROPERTY RIGHTS

12.1 Valextra content, such as, but not limited to, works, images, photographs, dialogues, music, sounds, videos, documents, drawings, figures, logos, and any other material, in any format, published on the Website, including menus, web pages, graphics colours, diagrams, tools, fonts, and design of the Website, diagrams, layouts, methods, processes, functions, and software, are protected by copyright and all other intellectual property rights of Valextra and other right holders. Reproducing, modifying, duplicating, copying, distributing, selling, or in any way exploiting the Site's images and contents is forbidden unless previous written authorisation provided by Valextra. Any use of the Site contents for commercial and/or advertising purposes is also forbidden.

12.2 All other distinctive signs not owned by Valextra that may appear on the Site are registered trademarks of their respective owners and are used by Valextra under licence for the sole purpose of distinguishing, describing, and advertising the products for sale on the Site.

Any use of the above-mentioned distinctive signs that does not comply with the law and is unauthorized, is prohibited. It is forbidden to use any distinctive sign on the Site in order to take unfair advantage of the distinctive character or renown of these or in such a way as to prejudice them and their owners.

12.3 Under no circumstances may the User alter, change, modify, or adapt the Site or the material made available by Valextra.

13. COMPLAINTS

13.1 Any complaint shall be sent to the Seller by e-mail addressed to customercare@valextra.com or by registered mail with return receipt to the following address: Via Alessandro Manzoni, 3, 20121 Milan.

13.2 The Seller undertakes to answer all enquiries received within a maximum of 5 working days.

14. FINAL PROVISIONS, APPLICABLE LAW AND PLACE OF JURISDICTION

14.1 The General Terms and Conditions are governed by Italian law. The User may, however, have recourse to the mandatory provisions of the state in which he or she has his or her residence if they are more favourable than Italian law.

14.2 Any disputes arising between the parties connected to the General Terms and Conditions hereof shall be settled by the court of the place indicated by the User as his or her residence or domicile.

14.3 Valextra sells exclusively to Consumers through the Site. In the event that a professional, in contravention of the purchase prohibition, purchases on the Site, the General Conditions will be governed by Italian law and, in the event of a dispute, the Court of Milan will have exclusive jurisdiction.

14.4. Pursuant to the provisions of Article 14 of EU Reg. No. 524/2013, the User is

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informed that for the resolution of online disputes arising between the Seller and the Consumer for all companies based in the EU and selling goods or services online, or selling to consumers residing in EU countries, the User has the possibility of accessing the ODR (Online Dispute Resolution) platform, which can be consulted at the following address <http://ec.europa.eu/consumers/odr> provided by the European Commission.

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