

**GENERAL TERMS AND CONDITIONS OF SALE  
FOR IN-STORE PURCHASES**

These terms and conditions of sale will apply to in-store purchases (hereinafter the "**Terms and Conditions for In-Store Purchases**"). The Terms and Conditions for In-Store Purchases are available both in-store and in the [Terms of Sale](#) section of [www.calzedonia.com](http://www.calzedonia.com).

**APPLICABILITY OF GENERAL TERMS AND CONDITIONS OF SALE FOR IN-STORE PURCHASES**

In the event of changes in the Terms and Conditions for In-Store Purchases, the conditions in effect at the time of the purchase shall apply. Previous versions of the Terms and Conditions for In-Store Purchases are available in the specific section of the Site.

The Customer should review the Terms and Conditions for In-Store Purchases. By purchasing from Retailer, you accept and agree to these Terms and Conditions for In-Store Purchases. All Terms and Conditions for In-Store Purchases are subject to the sole discretion of Retailer, and Retailer reserves such right.

**1. PARTIES**

1.1 The products are sold by Calzedonia USA Inc. (hereinafter the "Retailer" or "Calzedonia"). All information relating to the Retailer is also available in the store.

1.2 The Retailer's specific brand for which these Terms and Conditions for In-Store Purchases apply is **CALZEDONIA**.

1.3 In the event of the purchase of Products, the Customer will be identified by the information provided in store and/or online. Providing false and/or fabricated data is prohibited, and Retailer is released from all liability due to the Customer provided such false information.

**2. PURCHASES**

**ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY RETAILER. RETAILER, IN ITS SOLE DISCRETION, SHALL DETERMINE THE CHANNELS OF DISTRIBUTION OF ITS PRODUCTS. RETAILER RESERVES ALL OF ITS RIGHTS TO REFUSE TO SUPPLY RETAILER PRODUCTS TO ANY CUSTOMERS AND TO ANY LOCATIONS.**

After purchase, the Customer will receive an email containing the confirmation of the purchase and thereafter a shipping confirmation and any relevant instructions to obtain the items if the purchase includes subsequent delivery or pickup of items.

## **PROMO BUNDLES**

If a product is purchased as part of a promotional bundle (e.g., "Buy One Get One Free," "Buy Two Get One Free," or similar offers where the lowest-priced item is free), each product included in the bundle may be returned at the prorated price, as determined by Retailer. Returns and exchanges are subject to the Retailer's policy herein, and at the sole discretion of Retailer.

## **4. SHIPPING AND DELIVERY**

Available Products will be delivered to Customer at the point of sale at the time of payment.

The Products will be delivered to the address provided by the Customer at the point of sale by the estimated date provided on the Product Purchase Confirmation and within approximately thirty (30) days from the Purchase Date found on the purchase receipt issued in-store. Shipment and delivery dates set forth in any Product Purchase Confirmation or in these Terms and Conditions for In-Store Purchases are estimates only and such estimates shall not be deemed a guarantee by the Retailer. The Retailer shall not be liable for failure to ship or deliver the Products by the estimated delivery dates, and the Customer shall not be entitled to any refunds or cancellation of orders as a result of delayed shipment.

### **ORDER IN STORE O2O (PRODUCTS)**

Orders paid for in store for delivery to home address or to the store are considered omnichannel or "O2O Orders".

In the event that products ordered in-store as O2O Orders are unavailable for shipment, or if a parcel is confirmed by Retailer to be missing or lost (in whole or in part), the Retailer will notify the Customer via email.

- **Default Refund:** The Customer will automatically receive a Return Card (store credit) via email for the full amount paid after the Retailer has marked the order in the proper way.
- **Alternative Refund:** If the Customer prefers an alternative to a Return Card (store credit), the Customer may request a refund to the original form of payment by visiting the original point of sale. This requires the presentation of the original purchase receipt with barcode and verification of the Return Card (store credit) authorization via email.

- **Verification Requirement:** A refund to the original payment method is strictly contingent upon the successful verification of the Return Card (store credit) as stated above.

## **ONLINE PURCHASE / PICKUP IN-STORE**

Orders purchased online for in-store pickup are considered “Web Orders.”

Merchandise purchased online for in-store pickup as Web Orders will be refunded to the original form of payment used for the online transaction once the refund process is activated.

- **Order Cancellation:** Any merchandise not collected within **14 days** of its arrival at the designated store location will result in the automatic cancellation of the order.
- **Refund Processing:** Upon cancellation for non-pickup, the refund will be issued back to the original method of payment within approximately 30 days from the date of order cancellation, subject to any delays caused by the financial institution.

## **5. SALE PRICE**

The price of a product is that which is in effect at the time of purchase. Retailer does not price match or price correct in the event the product price changes subsequent to the time of purchase. Prices exclude taxes, shipping, duties, and customs costs (the “Additional Costs”). Customer is responsible for any applicable Additional Costs.

## **6. METHOD OF PAYMENT**

Customers can pay via any payment method that is accepted at the point of sale, at the sole discretion of Retailer.

## **7. RETURNS**

**CALZEDONIA** will gladly accept eligible merchandise refund or store credit within 30 days of purchase date, and exchange or store credit within 90 days of purchase date.

An extended return period may apply during the Holiday Season; applicable dates and terms are noted on the front of the customer receipt.

All merchandise returned or exchanged must have original tags attached, be unused in sellable condition and accompanied by proof of purchase made within the United States. Merchandise purchased outside the United States cannot be returned or exchanged at any

time at stores located in the United States. Returns are free of charge. All returns shall be at the sole discretion of Retailer.

Refunds shall be refunded back to the original form of purchase, subject to the following: (i) if the original purchase was made (either fully or in part) by Gift Card or Return Card (store credit), the refund will be solely by Return Card (store credit), and (ii) if the original purchase was made by cash, the refund may, at the discretion of Retailer, be solely by cashier's check, available for pickup in-store at the point of return, within approximately ten (10) business days from the date of return. The refund amount will be the total indicated on the purchase receipt, exclusive of any shipping costs, gift wrapping cost, and costs of additional services specifically requested by the Customer which shall not be refundable.

## **8. EXCHANGES**

Products eligible for Exchange may be exchanged for the same product in a different size or color, or an alternative product, subject to availability. If the exchange results in a cost greater than that of the original purchase for the item, the Customer is responsible to pay the difference.

**Refunds to original payment method are NOT possible after a first-time exchange. In the event a Customer wishes to return or exchange an item, in accordance with returns and/or exchange policies outlined herein, and has previously exchanged the item or items once, then only a Return Card (store credit) will be processed for the amount of the return.**

## **9. FINAL SALE**

Please review all product details carefully before completing your purchase. Final Sale items are ineligible for return, exchange or store credit. The following are considered Final Sale items:

- Items stamped in red FINAL SALE;
- Gift Cards;
- Products purchased in Tax / Duty free points of sale;
- GIFTS WITH PURCHASE;
  - Gifts with Purchase (hereinafter, "GWP") are not eligible to return for a refund, exchange or store credit for the monetary value of the GWP.
  - If a GWP is received as part of a transaction, to receive a partial or full refund of that transaction, the Customer must either (i) return all products from the applicable transaction including the GWP, or (ii) keep the GWP in which event

the applicable transaction is only eligible for store credit on a Return Card (store credit) or an exchange, subject to the exchange terms.

- Stick-on, adhesive & silicone bra accessories.
- Swimwear without panty liner intact.
- And CUSTOMIZED ITEMS
  - Customized Items (hereinafter, "CI") are not eligible to return for a refund, exchange or store credit for the monetary value of the CI.
    - CI includes, but not limited to: Bikini Lab Items, Embroidered Items.

Merchandise purchased online from the Retailer's USA website store can be returned in any **CALZEDONIA** store in the U.S. (except for outlets and Tax/Duty free points of sale) within 30 days of purchase date, or exchanged within 90 days of purchase date. Make sure to have your original order number and proof of purchase receipt or your loyalty card if you are registered with the Loyalty Program. All item(s) must have the original tags attached, be unused and in sellable condition.

All returns will be refunded to the original form of payment. Purchases paid for using split payment (part gift card, part other payment method) will always be refunded to the gift card(s) first. Any remaining balance will be paid to the other original payment method.

#### **10. DEFECTIVE MERCHANDISE:**

ALL RETAILER DEFECTIVE PRODUCTS MUST BE REPORTED TO **CALZEDONIA** CUSTOMER SERVICE DEPARTMENT [HELLO@CALZEDONIA.COM](mailto:HELLO@CALZEDONIA.COM) WITHIN 30 DAYS OF RECEIPT; DEFECTIVE ITEM CLAIMS MUST INCLUDE PURCHASE RECEIPT AND SUFFICIENT PHOTO EVIDENCE OF DEFECTS. DEFECTIVE SHALL SOLELY INCLUDE MANUFACTURING DEFECTS AND SHALL **NOT** INCLUDE NORMAL WEAR AND TEAR, MISUSE, NEGLIGENCE, IMPROPER STORAGE OR HANDLING, ACCIDENT, IMPROPER WASHING, ETC. DEFECTIVE **CALZEDONIA** PRODUCT REFUNDS WILL BE HANDLED ON A CASE-BY- CASE BASIS, AT RETAILERS'S SOLE DISCRETION.

PRODUCT WARRANTY: RETAILER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL RETAILER BE LIABLE TO CUSTOMER OR THIRD PARTIES FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN CONTRACT (INCLUDING BREACH OF WARRANTY) IN TORT (INCLUDING STRICT LIABILITY

NEGLIGENCE) OR OTHERWISE, EVEN IF RETAILER HAS BEEN NOTIFIED OR OTHERWISE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. CONTACTS**

For any request for information, please contact:

Calzedonia Customer Service

Calzedonia USA Inc.

1359 Broadway, Suite 1010

New York, NY 10018

[hello@calzedonia.com](mailto:hello@calzedonia.com)

## **12. PRIVACY**

For information regarding the processing of personal data, please review the privacy policy.

## **13. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION**

These Terms and Conditions for In-Store Purchases are governed and will be interpreted according to the applicable law where the point of sale is located, without prejudice to any other prevailing mandatory rule of the country of residence of the Customer. Any disputes must be resolved exclusively by the court of the place of purchase based on the applicable law.

## **14. AMENDMENT AND UPDATE**

These Terms and Conditions for In-Store Purchases may be amended at any time by Retailer. By making a purchase with Retailer, the Customer agrees to be bound by the Terms and Conditions for In-Store Purchases in effect at the time of purchase of the Products. Any amendments will be effective from the effective date listed on the update. Previous versions of the Terms and Conditions for In-Store Purchases can be found in the dedicated section of the Site.