

Terms and Conditions

This document sets out the terms and conditions under which users are offered the use of the website www.micheletto.com, which offers wholesale and retail sale of gold and silver jewelry.

1. Definitions

To allow for a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and plural, shall have the meanings set forth below:

Owner: Micheletto srl, with registered office at Via Curtatone, 13 20122 Milan, VAT / Tax Code

IT11282250155, REA MI-1451442, fully paid-up share capital €36,400.00, PEC address michelettosrl@pec.it

Application: the website www.micheletto.com

Products: the products provided to the user by the Owner

User: any individual who accesses and uses the Application

Consumer User (B2C): the adult natural person who enters into a contract for purposes unrelated to their entrepreneurial, commercial, artisanal, or professional activity, if any

Non-Consumer User (B2B): the adult natural person or legal entity who enters into a contract for the performance or needs of their entrepreneurial, commercial, artisanal, or professional activity

Conditions: this contract that governs the relationship between the Owner and the Users and the sale or supply of the Products offered by the Owner through the Application.

2. Scope of Application of the Conditions

The use of the Application implies full acceptance of the Conditions by the User. If the User does not intend to accept the Conditions and/or any other notes, legal notices, information published, or referenced therein, they may not use the Application or its related services.

The Conditions may be modified at any time.

The applicable Conditions are those in force on the date of transmission of the purchase order or request for supply of a Product.

Before using the Application, the User is required to carefully read the Conditions and save or print them for future reference.

The Owner reserves the right to vary, at its discretion, at any time, even after the User's registration, the graphical interface of the Application, the Contents and their organization, as well as any other aspect that characterizes the functionality and management of the Application, by communicating to the User, if necessary, the relevant instructions.

3. Purchase or Supply Request through the Application

All Products offered through the Application are described in detail on their respective product pages (quality, features, availability, price, delivery times and costs, additional charges, etc.). Some errors, inaccuracies, or small differences may occur between what is published on the Application and the actual Product. Furthermore, any images of the Products are purely representative and do not constitute a contractual element.

Purchases and/or supply requests for one or more Products through the Application are allowed both to Consumer Users and Non-Consumer Users.

For individuals, purchases and/or supply requests are allowed only on the condition that they are adults. For minors, every purchase and/or supply request of Products through the Application must be reviewed and authorized by parents or those exercising parental responsibility.

The offer of Products through the Application constitutes an invitation to offer, and the order sent by the User will be considered a contractual proposal to purchase and/or request supply, subject to confirmation and/or acceptance by the Owner as described below. Therefore, the Owner will have, at its sole discretion, the right to accept or reject the User's order without the latter being able to object or complain about anything for any reason and/or cause.

The sales or supply contract of the Products is considered concluded with the acceptance by the Owner of the User's contractual proposal. The Owner will accept the User's contractual proposal by sending the order confirmation to the email address indicated by the User or through the display of an order confirmation page, which will include the date of the order, the User's data, the characteristics and availability of the Product, the price or the method of calculating the price, any additional charges, the delivery address, the delivery times, and any delivery charges.

The sales or supply contract of the Products is not considered effective between the parties if the above point is not fulfilled.

In case the Product is not available, the Owner will inform the User of the new delivery or supply terms, asking whether they wish to confirm the order or not. It is understood that the contract will be deemed perfected with respect to the Products accepted by the Owner.

The User undertakes to verify the correctness of the data reported in the order confirmation and to immediately communicate to the Owner any errors and to keep a copy of their order, the related confirmation, and the Conditions.

4. Registration

In order to utilize the features of the Application, the User must register and provide all requested data truthfully and completely in the registration form. Additionally, the User must accept the privacy policy (<http://online.micheletto.sesamo.net/it/privacy-policy/>) and the Conditions. The User is responsible for safeguarding their login credentials, which are for exclusive personal use and cannot be transferred to third parties. Any suspicion or awareness of improper use or disclosure of login credentials must be promptly reported to the Owner. The User guarantees the completeness and truthfulness of the personal information provided during registration and agrees to hold the Owner harmless from any damages resulting from the User's violation of registration rules or mishandling of login credentials.

5. Account Cancellation

Registered Users have the option to cease using the Application at any time by deactivating their account or requesting cancellation through the Application interface if possible. Alternatively, they can send a written communication to the email address eshop@micheletto.com or call customer service at +39 02 58314152. The Owner reserves the right to suspend or close a User's account without notice in case of violation of the Conditions or applicable legal provisions.

6. Prices and Payments

The price of each Product, including any applicable VAT, is indicated. If the price cannot be determined in advance due to the nature of the Product, the methods for calculating the price will be provided. Additionally, all applicable taxes, extra costs, and delivery charges will be disclosed.

Customs duties are always borne by the customer.

The Owner reserves the right to modify Product prices and additional costs at any time, with such changes not affecting contracts already concluded. Users agree to pay for Products within specified timeframes and through provided methods. Payment processing is handled by third-party tools, and the Owner does not directly handle payment data. The Owner is not liable if third-party payment tools deny payment authorization.

7. Billing

Users who wish to receive invoices for their payments must provide billing information, ensuring its accuracy, and release the Owner from liability in this regard.

8. Method of Product Delivery

Physical goods will be delivered to the address provided by the User, as per the chosen delivery method and time indicated in the order confirmation. If the requested Products cannot be provided, the User will be promptly notified via email, with information on expected delivery times or reasons for non-delivery. If the User declines the new delivery term or if delivery becomes impossible, a refund will be issued within 14 days. Upon receipt of the Product, the User must verify its conformity with the order and packaging integrity. Damages or issues should be reported immediately. The Owner is not liable for damages, losses, or costs resulting from failure to execute the contract due to force majeure.

9. Exclusion of Right to Withdrawal for Non-Consumer Users

Non-Consumer Users do not have the right to withdraw from sales contracts or Product deliveries.

10. Right to Withdrawal for Consumer Users

The sole Consumer User (B2C) who, for any reason, is not satisfied with the Product, has the right to withdraw without any penalty and without specifying the reason within 14 days from the date of receipt of the Product, by sending a written communication to the email address eshop@micheletto.com, using the optional withdrawal form provided in the following article or any other written statement.

In case of separate delivery of multiple Products ordered by the Consumer User with a single order, the 14-day period for exercising the right of withdrawal starts from the day the last Product is received.

In case of withdrawal, the Consumer User must return the Product to the Owner, without undue delay and in any case within 14 days from the date on which they communicated their decision to withdraw from the contract. The Consumer User will bear the direct cost of returning the Product, ensuring it against theft and loss for the value of the product itself.

In the event of a correctly exercised withdrawal, Micheletto S.r.l. will refund the payments received from the User, in the same payment methods used by the User for the initial transaction, without undue delay and in any case within 14 days from the day the User communicated their intention to withdraw from the contract.

Micheletto S.r.l., unless it has offered to collect the Product itself, may withhold the refund until it has received the Product or until the Consumer User has demonstrated that they have returned it.

Micheletto S.r.l. will not accept the return if the Product is found to be malfunctioning due to improper use, negligence, damage or physical, aesthetic, or superficial alterations, tampering, improper maintenance, or wear and tear, absence of integral elements of the product (accessories, parts, etc.). In such cases, the Owner will return the purchased Product to the sender, charging them for the shipping costs.

11. Exclusion of Right to Withdrawal for Consumer Users

The right of withdrawal from the sales or supply contract of the Products by the Consumer User is excluded in relation to:

- The supply of custom-made or clearly personalized gold and silver Products.
- The supply of all gold products to be produced on order.

In cases of exclusion of the right of withdrawal, the Owner will return the purchased Products to the User, charging them for the shipping costs. For further clarification, contact the Owner at the email address eshop@micheletto.com or by calling customer service at +39 0258314152.

12. Optional Form to Exercise Right to Withdrawal

The User can withdraw using the following form, which must be completed in its entirety and sent to the email address eshop@micheletto.com before the expiration of the withdrawal period:

With this letter, I hereby withdraw from the sales or supply contract related to the following product

Order number:

Ordered on:

Name and Surname:

Address:

Email associated with the account from which the order was placed:

Date:

13. Material Products Warranty for Non-Consumer Users

Non-Consumer Users are subject to guarantees for defects in sold objects and promised quality as per the Italian Civil Code.

14. Material Products Warranty for Consumer Users

Consumer Users are entitled to the legal guarantee of conformity for Products sold through the Application, as per the Italian Consumer Code. The Owner must deliver Products conforming to the sales contract, meeting standard quality expectations. Conformity issues must be reported within 24 months of delivery, with the User having the right to choose between repair, replacement, price reduction, or contract termination in certain circumstances.

15. Content Sent by Users

Users may upload Content to the Application, provided it complies with legal requirements and does not harm the Owner or third parties. Users are solely responsible for Content and its legality. The Owner reserves the right to remove or modify Content deemed unacceptable.

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16. Industrial and Intellectual Property Rights

The Owner asserts ownership or licensing of all intellectual property rights related to the Application and its Content. Users are not granted any license for Application use unless specified.

17. Exclusion of Warranty

The Application is provided "as is" and "as available" without explicit or implicit guarantees. The Owner is not liable for Application interruptions, errors, viruses, or bugs.

18. Limitation of Liability

Except in cases of willful misconduct or gross negligence, the Owner is not liable for internet-related issues beyond its control or fraudulent use of payment methods by third parties.

19. Force Majeure

The Owner is not liable for failure to fulfill obligations due to force majeure or unforeseeable events.

20. Links to Third-Party Websites

The Application may contain links to third-party websites or applications, with the Owner not responsible for their content.

21. Privacy

Personal data protection and processing are governed by the Privacy Policy accessible at <https://www.micheletto.com/en/privacy-policy/>

22. Applicable Law and Jurisdiction

The Conditions are subject to Italian law. Disputes will be resolved according to the jurisdiction of the courts where the Owner is based.

23. Online Dispute Resolution for Consumer Users

Consumer Users residing in Europe can use an online platform established by the European Commission for alternative dispute resolution related to online contracts.