

Terms & conditions of the Website BYGINOBIANCHI

1. Introduction

This document is linked with the terms and conditions which regulate the use of this website and the agreement established between - You and Us – (henceforth called “Terms”). In one hand, these terms lay down the rights and obligations of all users (henceforth called “User”), and in another hand the terms and conditions of BYGINOBIANCHI (henceforth “us”, “ours”, “the seller”, “the company”), related with the goods available on this website. Before pressing the key “Allow payment” at the end of the order operation, you may read carefully these terms. If you do not agree with them, entirely, you may not carry on with the order. These Terms can be changed, so, you should read them before ordering any of our products.

If you have any question about these Terms, please, contact us using our Webpage or from our electronic form. Stepforward Webshop, Unipessoal, Lda., which operates beneath the brand BYGINOBIANCHI, is a Portuguese corporation, registered beyond the number 510 324 096, with headquarters in Parque América building, Luís Ribeiro square, nº 23 – 8th floor, fraction KI – room 86, 3700-172, S. João da Madeira. Our number of taxpayer is PT510324096.

2. Use of this website

These terms are the only conditions implemented in the use of this website and prevail over any other conditions, except in case of agreement expressed by the Seller, written previously. These Terms are important to both parts, due to fact that they try to protect the rights of the user, in his quality of customer, and also our rights as sellers, and they have the purpose of establishing a lawful agreement between the parts involved in all the process.

The terms and conditions presented below don't harm your legal rights.

When ordering any of our products, the user affirms that he read these Terms, which ones he accepts without any doubt.

The user accepts that:

1. The user can only use this website to look for information or ordering any product, which are lawful.
2. The user will not do any order which may be speculative, false or a fraud. If we have reasonable motives to believe that a certain order has any of these features, we have the right of cancelling and informing the authorities.
3. The user will be obliged to give an email address or a post code, or the informations of any other way of contact, which may be correct and complete. He also accepts that the Seller can contact him using those informations, if the Seller thinks that it is necessary.
4. If the user does not give all the information that he considers necessary, the order may not be ended.

When ordering in this website, the user affirms that he is over 18 years old and also, that he has legal capacity to hold contracts.



The products sold on this website will be available in all the countries inside or outside of the European Union, underneath of the selling conditions of the Company.

3. Forming the Contract

Any contract related with the products mentioned above will be established between the Seller and the user, unless the order has been accepted by the first part (regardless the debit has been or not done on the user's account). If the order is not accepted after the debit on the user's account, the entire amount will be all returned.

To order a product the user should follow the online process that it's available online and press the Key "Allow Payment". Then, the user should receive an email confirming that his order was received by the Seller (Order Confirmation). You may know that this doesn't mean that your order as accepted. The order is considered just as a proposal of buying one or more of our products. Any order should be accepted by the Seller, which will always be confirmed with an email informing about the product (s) sending (Sending Confirmation).

The contract of buying and selling between the Seller and the User (Contract) will only be formally done with the Sending Confirmation.

The Contract will only cover the products mentioned in the Sending Confirmation. The Seller will not be obliged to provide any other products that can be in the order, until another Sending Confirmation has been sent as soon as the delivery happens.

4. Availability of products

Any order of our products is conditioned by the availability of them, and in what concerns to this, in case of lack or difficulty of supply, the Seller has the right of inform the user about the existence of another products, of quality and price similar or superior, which he could order. In case of the user does not want to order the alternative products, any payments already done will be entirely returned to him.

5. Rejection of the order

The Seller has the opportunity of removing, at any time, any product that can be on the website, or change and eliminate any materials or contents of the website. It should be considered that the Seller, most of the time, will be able to process all the orders, however, there's the possibility of exceptional circumstances lead him to refuse the process and acceptance of the order, even when a Order Confirmation have already been sent, which him should do, at any time.

The Seller will not be responsible, towards the user or others, for the removal of any product which can be on this website, for the changing or elimination of any materials or contents of this



website, neither for the refusal of ending the process or for do not accept any other order which the Order Confirmation of the reception if the product has already been sent.

Delivery

Under the condition of the products are available or not, the Seller will put all his effort, except under extraordinary circumstances, to deliver the products mentioned in the Sending Confirmation until the due date presented on that document, or, in case of not having a due date scheduled, deliver it within 5 days counting from the date of the Reception Order Confirmation.

Possible reasons for a delay:

- Delay of the carrier;
- Delivery area;

If, for any reason, the Seller does not do the delivery until the due date, the user will be informed and he will have the option on maintain the order through changing the due date or cancelling, having the entire amount of money back.

To understand these Terms, a 'delivery' should be considered done, or a product is considered 'delivered', with the signature of the delivery receipt on the accorded address.

All the products which destiny is the national territory, they are not under any transport cost (except autonomous regions: Madeira and Açores).

All the tariff rates and clearance customs, which may be charged at the destiny country, are the user's responsibility.

Risks and ownership

From the moment of the delivery, the risks linked with the delivered product will be user's responsibility.

The ownership of the delivered products will only be transmitted to the user when the Seller has received the entire payment which includes delivery costs, or after the delivery.

Price and payment

Except in case of clear error, the price of the products will be the ones that appears in each moment, on our website. Though the Seller tries to ensure that the prices in our website are the correct one's, there can be mistakes. If the Seller checks that there is a mistake in a certain order, he will inform as soon as possible the user, giving to him the choice of continue with the order



with the correct price or cancelling it. In case of the Seller cannot contact the user, the order will be canceled and the user will be entirely reimbursed, if he has already paid.

The Seller will not be obliged to deliver any product with an incorrect price (when lower), even in the case of a Sending Confirmation has already been sent, if the mistake should have been noticed by the user in reasonable circumstances.

The prices on this website have VAT included, but they don't have any delivery costs, which will be added to the final price.

The prices can be changed at any time, but, as said above, that change will not affect orders which the Sending Confirmation has been already sent.

The user can pay through an ATM service (only to national customers) or with Visa cards, Mastercard, American Express and Paypal. To reduce the risk on non-authorized access, the information of the user's credit card will be codified.

Conditions of devolution

The customer should inform the the Seller by email that intends to return the product, referring the reason for return.

The products that the client intends to return have to be in the same conditions as they were at the time he bought. The devolution should be with the devolution ticket, where the customer refers the reason for return.

The customer can return the product as soon as the company allows.

The term for any devolution is 14 days, since the reception date of the product.

The devolutions are free in the case of the product has any kind of imperfection. In every other situations, the devolution expenses are from the customer responsibility.

Once the devolution is accepted, the customer will receive the entire amount of money by Paypal account or by Bank transfer. In order to this, the customer has to refer the bank details (IBAN and SWIFT) to let the company transfer the money.

In the case of devolutions for imperfections, the customer will be entirely reimbursed.

In the case of devolutions for any other reason, the value reimbursed will be the price of the product, with shipping charges deducted.

After the devolution is accepted (the products have to be in perfect condition and have to include the inside tags), the customer will receive a confirmation email, with the amount of money that will be transferred in a few days.

In the case of the value is incorrectly reimbursed, please contact us by email and we will try to solve this problem as soon as possible.



STEPFORWARD WEB SHOP, UNIPESSOAL, LDA has the right of refusing devolutions that are communicated or sent outside the time set, or if the products are not in the same conditions when they were purchased.

Written communication

The applicable law requires that, some of the information or the communications which the Seller sends to users, have to be written. While using the website, the user accepts that the communication between him and the Seller is mainly by electronic form. The Seller will contact the user by email or will give to him information through warnings on the website. To contractual purposes, the user accepts this electronic way of communication and recognizes that any contracts, warnings, information and other communications that the Seller transmits to him by any electronic form entirely satisfy the legal demand that communications should be written. By this way, the user rights that are directly linked with law would not be prejudiced.

Communications

Every user's communications with the Seller should be sent through electronic forms. The Seller could communicate with the user by email or post code to the address mentioned in the order.

Any communication will be received at the moment when it is inserted on the website or 24 hours after an email sent.

Reduction

The statement of invalidity, illegality or inefficiency, by an authority, of any disposal of these Terms & Conditions will not affect any of the other disposals, which will continue lawful.

Entire agreement

These Terms and any referred document are part of a full agreement between the parts which form an Agreement and they predominate over any previous agreement or combination , in written or oral form.

Both parts recognize that when holding this Agreement, any of them should be based on their motivation statement, promises or that could be considered implicit in something that had been said or written in negotiations between the parts occurred before the signing of the agreement, except when the opposite comes from these Terms.

Any part could say that the other part state something that wasn't true, by oral or written, previously to the Agreement Celebration (except when the state was a fraud) and only could use the contractual breach rules that are in these Terms.

Changing of the Terms & Conditions by the Seller

The Seller has the right of changing these Terms & Conditions at any time. The user should adapt to the terms used at the order time, except if the law or an authority impose any change of the terms. (so those changes will be applied on the orders already done)

Law and jurisdiction applicable

The buying and selling agreements of products through this website are regulated by the Portuguese Law. Any problem linked with the Agreements is under the jurisdiction nonexclusive of the Portuguese courts. The disposal in this clause doesn't have any legal rights under the user rights as a customer.

Registry and privacy

To be a user in our online shop at the website www.byginobianchi.com you should register. In that register will be collected all the necessary elements to proceed with the commercial transaction online and future communications that could be needed, ensuring a better service to the user.

The user could also adopt to receive periodic commercial information by Byginobianchi, giving to him his permission.

Feedback

The Seller thanks every feedback and opinions given by the users. Please, send them through our electronic form.