Sale Terms



Updated: June 2020

Please read the following Sale Terms carefully before purchasing any goods on the wavedesign.com website. In order to purchase any goods or service using this website, your acceptance of these Sale Terms is requested. Please save a copy of these Sale Terms for your records.

These Sale Terms set out the terms and conditions that will apply when you purchase merchandise from WAVEDESIGN S.A.S. DI LUCIA BUSNELLO E GIUSEPPE TANDURELLA, whose registered address is Via di Villa Grazioli, 41 – 00046 Grottaferrata (RM) – Italy ("us" or "we") through our site. Our registered VAT number is IT 11414671005.

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Order & Acceptance

1.Each order you submit is a non-binding offer from you to purchase merchandise in exchange for payment.

2. Orders are subject to our acceptance, and we may, at our discretion, refuse to accept your order in certain circumstances, including, but not necessarily limited to, when:

a. There is an error in the information you provided to us (e.g., you provided an incorrect shipping address);

b. There is an error on our site relating to the merchandise that you have ordered;

- c.The merchandise that you have ordered is no longer available;
- d. There are limitations in shipping to your region requiring additional information to complete a delivery, or
- e. You are attempting to express ship fragrances and body care products to European countries.

3.We specifically reserve the right to refuse to accept your order if we suspect that you intend to resell our merchandise. We will refuse to accept any order requesting us to:

a.Deliver to a freight forwarding company; or

b.Deliver to a P.O. box.

Payment

1. You may pay for your order using any of the following forms of payment: Credit Card (Stripe); Direct bank transfer (IBAN IT83M0308703200CC0100052478) or PayPal (info@wavedesing.com).

2. If you wish to dispute the validity or amount of a charge that appears on your card statement, please contact us by emailing us at c

Shipping / Delivery

1. Shipping and handling charges vary depending on your address, shipping speed, and the value of your order. You can find a list of our shipping and handling charges on the Payment & Shipping page.

2.We will deliver all in-stock merchandise as soon as reasonably possible and in no event more than thirty (30) business days from the date on which we accept your order.

Returns & Exchanges

1.If you are not satisfied with your purchase, return it to us for an exchange or refund, subject to the following terms:



1.We will refund or exchange any merchandise that is returned in resalable condition with a copy of your original invoice. Refunds will be issued to the original form of payment.

2. Refunds for returned orders will be issued to the original form of payment.

Right to Cancel

1. You have the right to cancel without providing reason within fourteen (14) days from the date that you physically receive the merchandise.

2.Please note, you will need to provide your order number or other information associated with your order so we can locate the purchase in our system.

3. You are required to return the merchandise within fourteen (14) days of contacting us. Merchandise must be returned in its original packaging, where applicable. You can use the return label that is included in the shipment to return the merchandise to us. 4. After you provide notice of withdrawal, we will issue a refund for all returned merchandise within fourteen (14) days from when either (a) we receive the merchandise; or (b) you provide proof that you have shipped the merchandise back to us. However, if you used expedited delivery, we will only refund shipping and handling for standard delivery costs. If you have used the paddles other than what is necessary to establish the nature, characteristics and functioning of the items, you are liable for their diminished value. 5. Unless you have expressly agreed otherwise, we will make the refund to the same payment type you used for the initial order.

Faulty Merchandise

1. We are under a legal duty to supply merchandise that is in conformity with this contract. If you wish to return or exchange merchandise which is faulty or non-conforming, you can email us at info@wavedesign.com or call us (T +39.0695596055 +39.069413200 | M +39.3484790248).

2. If you choose to return your faulty or non-conforming merchandise, we will first need to confirm that it is faulty, damaged, or does not correspond to the description on our website. Once confirmed, we will refund the cost of the merchandise and the original shipping and handling charges paid by you. If we determine the merchandise is not faulty, you will not be entitled to a refund and we will return the merchandise to you at your cost. Please see the "Returns and Exchanges" Section above for more information regarding on how you can complete your return.

3. We will usually credit the refund back to the form of payment that you used to pay for the merchandise within approximately fourteen (14) days from the date that we receive the merchandise. Please note, it may take longer for the refund to appear on your payment card statement.

4. If you choose to exchange your faulty or non-conforming merchandise, please see the "Returns and Exchanges" Section above for more information regarding on how to exchange your item. Once we receive the returned merchandise, we will process your exchange. We will waive any applicable shipping and handling charges for replacement merchandise.

Our Liability to You

1.Nothing in these Sale Terms will exclude or limit our liability to you for fraud, death or personal injury or any other liability which the law states may not be excluded or limited.

Nothing in these Sale Terms will exclude or limit our liability to you for breach of your legal rights, including the right to receive products which are (a) as described and match information we provided to you and any sample or model seen or examined by you; (b) of satisfactory quality; (c) fit for any particular purpose made known to us; (d) supplied with reasonable care and skill.
We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for

Is we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable.

4.We are not liable for business losses. Our merchandise is for private use, as such, we have no liability if you use the merchandise for commercial or business purposes. If you use the merchandise for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Privacy

When you place an order through our site, you will be providing us with your personal information. We will use your personal information to process your order and deliver the merchandise ordered and for other limited purposes. Our collection and use of your personal information will be carried out subject to the terms of our <u>Privacy Notice</u>.

Contact Us

If you have any questions about these Sale Terms, please contact us by visiting the Contact Us section our site, emailing us at info@wavedesign.com, or by calling us.

Definitions

In these Sale Terms:

"contract"

means the contract between you and us for the sale and purchase of merchandise, comprising your order, our email confirmation of our acceptance of your order and these Sale Terms;



"merchandise"

means the products that we sell on our site from time to time, including clothing, accessories and fragrances;

"merchandise on backorder"

means merchandise that you have ordered which is temporarily out of stock;

"order"

means an order for merchandise;

"Sale Terms"

means these terms and conditions of sale;

"site"

means our websites: wavedesign.com;



Right to Cancel Form

Complete and return this form only if you wish to withdraw from the contract.

To: WAVEDESIGN S.A.S. DI LUCIA BUSNELLO E GIUSEPPE TANDURELLA Via di Villa Grazioli, 41 – 00046 Grottaferrata (RM) – Italy Iucia.busnello@wavedesign.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*).

| Ordered on | |
|------------------------|--|
| Received on | |
| Order Number ** | |
| Email on Order ** | |
| Name of consumer(s) | |
| Address of consumer(s) | |
| | |
| | |

Signature of consumer(s) (only if this form is notified on paper)

Date: _____

(*) Delete as appropriate

(**) Helpful if you can provide this, not require