

TERMS AND CONDITION OF SALES

This page, together with the documents referred to in it, are the terms and conditions on which we supply any of the products (“Products” or “Goods”) listed on our website www.incomo.com (“our site”). Please read these terms and conditions carefully before ordering any Products from our site in addition to our Privacy policy and our Cookie policy which tell you how we use your personal information. By ordering any of our Products, you accept this Agreement and expressly agree to be bound by these terms and conditions.

Products

Images on our site are taken directly from the finished product or from the printing executive of the product in the phase just before its realization on fabric.

All products are subject to availability. If not immediately available, you will be informed about it.

Placing an order

By placing an order on this Website, you confirm that you have read these terms and conditions and that you agree to them. By placing an order, you warrant that: (a) you are legally capable of entering into binding contracts; (b) you are at least 18 years old. After placing an order, you will receive an e-mail acknowledging that we have received your order with your order number. Please note that this does not mean that your order has been accepted.

Orders

When you make your first purchase you create a password-protected account with us. If you would like to change your details at any time, it’s easy to do so in the ‘My Account’ section. All orders will be processed within 1 work week. When your order is packed and ready to be shipped from our warehouse you will receive a second message, confirming that it’s on its way. Orders cannot be cancelled once they are confirmed.

We currently deliver to the Countries listed below. We regret that we cannot currently take online orders from every Country, but you are welcome to send us an email and we will arrange your order and delivery assisting you in each purchase step.

ZONE	COUNTRIES
ITALIA	ITALY, no Islands
ITALIA ISOLE	ITALIA, islands
EUROPE 1	FRANCE, GERMANY BELGIUM, GREAT BRITAIN, SPAIN, HOLLAND AUSTRIA, FINLAND, SWEDEN, CROATIA HUNGARY, GREECE
	CZECH REPUBLIC, POLAND, HUNGARY, BULGARIA, ROMANIA
EXTRA EU	RUSSIA, UKRAINE
EXTRA EU 2	UNITED STATES, CANADA
EXTRA EU 3	HONG KONG, TAIWAN, CINA
EXTRA EU 4	QATAR, ARABIA SAUDITA
EXTRA EU 5	VIETNAM, ISRAELE
EXTRA EU 6	TURKEY
EXTRA EU 7	AUSTRALIA, SOUTH AMERICA, MEXICO
EXTRA EU 8	AFRICA

If, for any reason we are unable to fulfill your order, we will let you know at the earliest opportunity. If we have already received payment for such order, we will attempt to refund the applicable amount using the same method used to make the payment. If, for any reason, alternative arrangements are necessary, a sale assistant will contact you to settle the refund.

Formation of the contract

Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, The Agreement (or “Contract”) between us will only be formed when we confirm the order.

Prices and Import duties

Prices are in € (Euro). VAT is included in all prices on the site and displayed in the total price when you place your order. The price of the goods and our delivery charges will be as set out on the Website from time to time, except in the case of obvious error.

If your order is for delivery to a destination outside of the European Union, your order may be subject to import duties and taxes. It is your responsibility to pay any such duties and taxes. Any such duties and taxes may vary in different territories. Please note that we have no control over these charges and cannot predict their amount. We recommend you to contact the local customs office at the delivery destination in this respect.

We reserve the right to amend our prices and delivery charges at any time.

Payment

Payment for the goods and related costs will be due at the time we accept your order. You can pay for Products:

- (a) via PayPal or by using a credit card
- (b) via bank transfer

Delivery

We will fulfil your order in generally 1 work week

All delivery dates and times on the website are given only for general guidance. In most cases we are able to deliver the goods to you within our estimated delivery times. All orders are sent by carefully selected carriers and require a signature upon delivery. We are therefore unable to deliver to PO boxes. You will receive the tracking details for your parcel in your order dispatch confirmation email and/or directly from the courier. Your package is shipped according to the Incoterms DAP (delivered at place). Please, remember shipping to rural or remote location may result in longer delivery times. In festive periods such for example, Christmas, please, ensure you place your order with a bit advance to get it in time for your occasion.

It is important that the address supplied by you to us is accurate.

Non picked up goods: if we receive packages that have not been collected, we reserve the right to charge you for all our costs that appear when handling your order and shipment. An invoice will be sent to you.

Shipping cost are applied in regard to the specific destination, hence the shipping cost may vary.

Goods are shipped from Italy. Delivery charges depends on weight and volume of the package and will be shown separately on the summary in your cart before check out.

The Company, in any case, shall not be liable for unfulfilled or delayed delivery of the Goods occurring in the event of any unforeseen event which is beyond its control and which temporarily prevents it from fulfilling all or part of its obligations. These events are herein being referred to as “Events of Force Majeure”. These events shall, in the case of the Company, include the following: acts of war, total or partial strikes, import or export restrictions, trade embargoes or blockades and accidents of all kind even those occurring in transit, unavailability of packaging or means of transport, shortages of product or raw materials, restrictions of all kinds arising in either producer or consumer countries, market disturbance by decision of any authority whatsoever, any occurrences

restricting the Company's ability to purchase, produce, transport, import, export, unload or distribute the products or raw materials, either on the Company's own premises or those of his subcontractors and suppliers. On the occurrence of any such Event of Force Majeure, the Company shall have the right to suspend or restrict his deliveries and equitably allocate and distribute amongst his customers the products which the Company has in stock at the time of the occurrence of the Event of Force Majeure.

Guarantees and complaints

Please note that all our Products are "made to order" or "custom made" and for this reason the return is not possible (dl 6/9/2005 n. 206).

It is the responsibility of the Client to check the Goods immediately when they are made available to the Client, and any claims as to their quantity, quality, or wrongly supplied, must be received within seven (7) days of the Goods being placed at the Client's disposal. Any claim made after this time shall be considered late and shall have no effect. In the event of delivery of Goods with defects which are attributable to the Company, the nature of which are particularly grave and serious, the Company shall have the option of either replacing the Goods or refunding the price of the Goods which have been returned and which it acknowledges as been defective. Goods may only be returned to the Company by agreement between the Company and the Client and on terms and conditions that they shall mutually agree.

Please follow the steps below:

- (a) contact us by writing an email to info@incomo.com sending all the information and pictures related to your claim
- (b) call us at +39 031 505000 to make sure the email has been well received
- (c) wait for our feedback with the information for the return of the product and for the refund, or for our request for clarification

Claims attributable to the carrier must be addressed to the carrier by the Client, it being agreed that the Company shall have no liability whatsoever, in connection with the carriage of Goods. It is incumbent upon the Client to ascertain any anomalies in the delivered Goods and to record the same on the transport documents prior to acknowledging performance by the carrier.

The Goods shall comply with the specifications set out in Agreement. However, any divergence therefrom consistent with the standards of the industry shall be accepted by the Client without any liability whatsoever therefore being incurred by the Company.

The Company shall incur no liability with regard to the marketable nature of the Goods or their suitability for any specific use or purpose. The Company shall have no liability whatsoever for the use made of the Goods by the Client and/or by third parties nor for any injury to persons or damage to property arising out of such use. Under no circumstances shall the Company be liable for indirect, consequential and/or unforeseeable damage. Without prejudice to, and notwithstanding the foregoing, the Company shall, in the event that it is found liable for damage, which results from a defect in the Goods caused by the Client, be indemnified by the Client for such liability.

Patents and Intellectual property rights

All intellectual property rights in designs, drawings and technical data relating to the products sold by the Company to the Client shall remain the property of the Company, shall be used only for the purpose of the Agreement and all such drawings, designs and technical data shall be returned to the Company immediately upon request.

With reference to Custom Products, the Client warrants that the specifications, designs, drawings and technical data relating to the products manufactured by the Company upon request of the Client, including the purchase, use or sale of the aforesaid products by the Client, will not infringe any Italian or foreign patent, registered design, copyright, trade mark, trade name or design right and shall indemnify the Company against all and any loss, damage or expense resulting from a

claim of such infringement in respect of the Client's purchase, use or sale of Products (whether or not such claim is meritorious).

Governing law

Italian law governs this Agreement.

Non-exercise or late exercise by the Company of any right or recourse provided in this Agreement shall not constitute a waiver of any such right.

The Client agrees that any dispute arising in connection with the validity, performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the Courts of Como, Italy, irrespective of the domiciliation of any negotiable instruments and the terms of payment agreed to, even in the event that the Company is called up as guarantor, or in the event of plurality of defendants, without prejudice to the Company's right to bring the matter before the Court of the Client's principal place of business, registered office or domicile.