

# GENERAL CONDITIONS OF SALE – TERMS AND CONDITIONS

## OVERVIEW

This website is operated by ILNI B.V. Throughout the site, the terms “we”, “us” and “our” refer to ILNI B.V. ILNI B.V. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on SAVVII B.V. They provide us with the online platform that allows us to sell our products and services to you.

## **Art. 1 – Acceptance of the General Conditions of Sale and conclusion of the contract**

The contract stipulated between ILNI B.V. (hereinafter referred to as “ILNI”) and the Client (that is the party or individual who makes the purchase on the Website, not attributable to their commercial, business or professional activity) shall be concluded with the acceptance, including partial acceptance, of the order by ILNI. Should the order not be accepted, ILNI shall in any case provide prompt notification to the Client.

By placing an order through one of the available methods, according to the order form on the Website (hereinafter referred to as the “Order”), the Client confirms having read all the information provided during the purchase process and confirms full acceptance of these General Conditions (hereinafter referred to as the “Conditions”).

## **Art. 2 – Accuracy, completeness and timeliness of information**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **Art. 3 – Purchase method**

The only products offered for sale by ILNI are those shown on ILNI’s website at the time of placing the Order, as they are described on the relevant information pages.

However, it shall be understood that the images accompanying the information regarding a product are shown for information purposes only and may not be wholly representative of the product’s features, possibly differing, for example, in colour and size (in some cases due to the browser and screen used to access the Website and view the images).

To place an Order, the Client must fully complete the relevant form on the Website and send the same after carefully reading the Conditions as well as the features of the product and/or products that the Client intends to purchase.

Correct receipt of the Order shall be confirmed by ILNI by means of a reply via email sent to the email address indicated by the Client. Said confirmation message shall include a summary of the purchase conditions, in accordance with applicable regulations, as well as the details provided by the Client on the Order, so that the Client may check said details and communicate any necessary corrections without delay.

#### **Art. 4 – Prices and Payment Methods**

The prices indicated on the Website shall be understood as inclusive of taxes and VAT. Any delivery costs or payment charges shall in any case be notified to the Client via the Website or through these Conditions.

The following payment methods are accepted:

- Ideal  
Clients may pay via IDDeal in accordance with the specific methods set by the same.
- Creditcard  
Where products are purchased using a credit card, the transaction may be performed via the PayPal secure server or another secure server as chosen by ILNI.  
Under no circumstances and at no stage of the transaction shall ILNI be able to access the Client's credit card details, which shall be transmitted through a secure connection directly to the banking institute that manages the transaction. No electronic record of said details shall be held by ILNI and therefore under no circumstances shall ILNI be held liable for any fraudulent and unauthorized use of credit cards by third parties at the time of payment.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Return Policy.

#### **Art. 5 – Products or services**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### **Art. 6 – Delivery of products and associated charges**

The products purchased shall be delivered to the address indicated on the Order by the Client within 24-72 hours (or more outside the E.U. depending on destination) from ILNI having accepted the Order, at the cost specifically indicated on the Website before placing the Order. ILNI reserves the right to accept or refuse requests for delivery beyond the territories of Italy or Europe. In any case, for deliveries outside the territories of Italy, delivery expenses and lead times may be subject to change.

With reference to requests for deliveries to countries that do not belong to the European Union, any customs duty for importation shall be payable by the consignee (where the individual product or total order value is under the relevant country duty threshold). The Client is therefore advised to contact the customs authorities in the country concerned beforehand to verify the costs and any restrictions on imports.

The lead times for delivery indicated by ILNI are merely indicative and a delay to the same, or any delivery made with subsequent split consignments shall not entitle the Client to refuse the delivery or request compensation or indemnity.

At the time of delivery, the Client shall be required to check:

- that the number of packages delivered corresponds to the number shown on the delivery note.
  - that the packaging is intact, not damaged, or wet or spoiled, including with reference to the materials used for sealing (adhesive tape or metallic strapping).
- Any damage to the packaging and/or to the product or any lack of correspondence in the number of packages or the details, must be notified immediately by indicating the nature of the problem on the delivery note for the product, which shall be returned to the carrier.

Any problems with reference to the physical integrity, correspondence or completeness of the goods received must be notified within 7 days of delivery, in accordance with the methods set out in this document.

## **Art. 7 – Modifications to the service and prices**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **Art. 8 – Right to cancel**

Pursuant EU regulations, the Client may withdraw from the Conditions and therefore from the purchase agreement for any reason, without need for an explanation and without incurring any penalty, within 14 (fourteen) working days from the date of receiving the products.

In order to exercise the right to cancel set out in the preceding Clause, the Client shall send notification to ILNI within the time limits indicated to the following email address [info@ilnibags.com](mailto:info@ilnibags.com).

In the event of cancellation, the Client shall return the products to ILNI at the Client's expense within 14 (fourteen) days of said cancellation to the following address:

ILNI B.V., Zeestraat 100, 2518 AD DEN HAAG, The Netherlands

The goods must be returned intact, complete in all their parts and in their original packaging, having been kept and used only for the time strictly necessary to establish and verify their condition, features and size, in accordance with normal diligence, there being no signs of wear or dirt and in compliance with the following conditions:

- the right to cancel may be applied to the purchased product as a whole; it is not in fact possible to return only part of the purchased product (for eg., accessories, complementary items, etc.);
- in order to cancel, the product must be complete and returned in its original packaging, complete in all its parts (including packaging and any documentation and accessories: labels, cards, tags, seals, etc.);
- transport expenses (and any customs duty, if applicable) arising from the return of the goods shall be borne exclusively by the Client;
- until confirmation of receipt by the warehouse indicated by ILNI is given, liability for transport shall be borne solely by the Client;
- should the goods be damaged in transit, ILNI shall notify the Client, in order that the Client may promptly lodge a complaint against the courier that was used and obtain appropriate compensation; the product shall then be made available to the Client, at the same time as cancelling the request for termination;
- ILNI shall not be liable in any way for damage, theft or loss that occurs during or as a result of a shipment made for the purposes of returning goods.

ILNI shall arrange to refund the Client for the whole amount paid, within 14 (fourteen) days from the date of cancellation, by transferring the debited amount, via the same payment method used by the Client for the initial transaction, unless otherwise agreed. In any case, the Client shall not bear any expenses incurred as a consequence of said refund. ILNI may withhold the refund until the returned product is received or until such time as the Client can prove that the product has been properly dispatched, whichever is sooner.

In any case, the Client shall forfeit the right to cancel should ILNI discover any of the following:

- that the returned product and/or its accessories, and/or its packaging are not intact;
- that the product is without its external package and or the original internal packaging;

- that the product is missing some of its integral parts and/or accessories (for eg., fastenings, accessories, chains, etc.).  
Should the right to cancel be forfeited, ILNI shall arrange to return the purchased product to the sender, debiting the shipping costs from the same and, if already refunded, the price of the product.  
**NOTE:** It is not possible to request a change or a refund of a customized product, unless the goods are not defective or not in compliance with the order placed.

## **Art. 9 – Warranties**

All products sold by ILNI are covered by a warranty of 24 (twenty-four) months for any lack of conformity pursuant the relative EU law. To benefit from assistance under the warranty, the Client must retain the invoice or the payment receipt, along with the delivery note.

The warranty for lack of conformity shall be applicable provided that the product concerned has been used correctly, in accordance with its intended use and in compliance with the contents of the instructions for usage and laundering provided in and/or with the product.

Should ILNI, for any reason, not be able to provide the Client with a product under the warranty (repaired or replaced), or should repair or replacement be excessively burdensome, due to the value of the product, ILNI may proceed by applying an appropriate discount on the price paid, or by refunding the whole amount paid and terminating the contract.

Where the implementation of the warranty requires the product to be returned, the same must be returned by the Client in its original packaging, complete in all its parts (including packaging and any documentation and accessories).

## **Art. 10 – Complaints and requests for information**

ILNI may be contacted with reference to any complaints or requests for information:

- Email: [info@ilni-store.com](mailto:info@ilni-store.com)
- Telephone: +31 (0)70 2220111

## **Art. 11 – Personal information**

Your submission of personal information through the store is governed by our [Privacy Policy](#).

## **Art. 12 – Optional tools**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **Art. 13 – Third-Party links**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **Art. 14 – User comments, feedback and other submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **Art. 15 – Prohibited uses**

In addition to other prohibitions as set forth in the Terms you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **Art. 16 – Errors, inaccuracies and omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **Art. 17 – Disclaimer of warranties; limitation of liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ILNI, our directors, officers, employees, members, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not

limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Art. 18 – Indemnification**

You agree to indemnify, defend and hold harmless ILNI and our parent, subsidiaries, affiliates, partners, officers, directors, members, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Art. 19 – Severability**

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Art. 20 – Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **Art. 21 – Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

### **Art. 22 – Changes to Terms and Conditions**

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

### **Art. 16 – Applicable law**

The contract for sale set out in these Terms and Conditions and its performance shall be governed by Dutch Law. Any contrary legal norms and the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable. Should a dispute arise, it shall be submitted to the jurisdiction of the Courts of The Hague, The Netherlands.

## **Art. 16 – Copyright**

Trademarks, logos and other distinguishing signs on the site belong to their respective owners. The use of trade marks, logos and other distinguishing signs, including reproduction on other websites by unauthorized third parties, is forbidden. The contents of the Site are protected by copyright (text, images and graphics).

## **Art. 18 – Communications**

All communications between the parties shall be made in writing and sent to the address of the other party as specified in the contract and the order. Communications sent to the other party's email address, as specified on the Site and in the order, are also considered to be written communication.

Communications relating to the validity or existence of this Agreement shall be exclusively delivered by hand or sent by recorded delivery.

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