



TERMS AND CONDITIONS

www.longho.it

The present Conditions of Sale refer to the online purchase of products on the Site www.longho.it. The products purchased via longho.it are sold directly by Luxory Italia s.r.l. (limited liability company), with legal seat in viale Alcide De Gasperi, 189 - 90146 Palermo (Pa), Italy; VAT number 06319710825; hereafter referred to as "Longho".

You are kindly requested to read carefully the following terms and conditions of sale before placing an order for whatever product: in fact, when you order any of our products you are accepting these terms and conditions. To seek assistance the Customer can visit the website section Terms and Conditions of Use, or contact the Customer Care service email address helpdesk@longho.it.

1. General Terms and Conditions of Sale

1.1 The following General Terms and Conditions apply to all services offered by Longho on the Site and to the purchase of all products offered on the Site to consumers, who are physical persons acting on personal behalf and not in relation to their professional activity.

1.2 The General Terms and Conditions are those effective at the time of the order of any product by the Customer. The Customer acknowledges that the continued use of the website after the date of effectiveness of any notification of change will prove the Customer's willingness to accept the General Terms and Conditions of Sale as amended time after time.

1.3 The Conditions applicable to every single order will be those exposed on the Site at the moment of the order. Any new Conditions will be effective only after being published on the Site and will only be applied to the purchases concluded after the date of their publication. The order sent by the Customer has the value of a contractual proposal and the Customer explicitly states the full acceptance of the present General Conditions of Sale. As an alternative to the purchase on the website, it is possible to proceed with the purchase through private negotiation using a proforma countersigned by the final customer, which will be provided via email.

2. Object of the contract

2.1 With the present General Conditions of Sale, Longho sells to the customer, who buys online, the goods indicated and offered for sale in the catalogue of the products present on the Site.

2.2 The catalogue of the products marketed by Longho includes a specific section “in stock” relating to goods currently put on display in its showrooms, that may therefore be missing packaging and will be offered at discounted prices compared to the equivalent new product. When offering these products Longho will explicitly state that the goods on sale come from display and will therefore be offered at a discounted price. On the internet site *longho.it*, the section dedicated to the products coming from display will include photographs and description of each product on display. The presence of the discount and the statement that the goods come from display relieve Longho from any type of dispute from the Customer.

3. Proposal and acceptance of the contract

3.1 The order sent by the Customer has the value of a contractual proposal and with it the Customer also explicitly states the full acceptance of the present General Conditions of Sale.

The Customer undertakes to view the present General Conditions of Sale before proceeding to confirm the order of purchase.

3.2 The contract is concluded exclusively via the internet, through access to the above-mentioned Site and the creation of a purchase order following the procedure provided by the same Site.

4. Account (registration, account cancellation and user account termination)

4.1 In order to use the service, the Customer can create an Account, providing all the requested data and information in a complete and truthful manner. For this purpose, the Customer will choose a password corresponding to the highest possible level of security. It is the Customer's responsibility to keep all login credentials safe and protect their confidentiality. Creating an account, the Customer accepts to be fully responsible for any activity carried out with their login credentials.

4.2 The Customer is required to immediately and unequivocally inform Longho using the contact details provided in this document if s/he believes that their personal information (such as for example the User Account, the login credentials or any personal data) may have been violated, unduly disclosed or stolen. The Customer is free to terminate their account and stop using the service at any time, informing Longho through the contact details provided in the present conditions.

4.3 Longho reserves the right to suspend or cancel the account of a customer at any time, at their discretion and without notice if they think it is being used

inappropriately, offensively or in ways contrary to the present conditions. The suspension or cancellation of the account doesn't give the Customer any right to compensation or reimbursement. Moreover, the suspension or cancellation of an account for reasons attributable to the Customer does not exempt the latter from paying the amounts and prices anyway due.

5. Pre-contractual information

5.1 Prior to the conclusion of the purchase contract the Customer will examine the features and details of the selected goods, that are described in the single product card (specific schedule).

5.2 Before validating the order with "payment obligation" the Customer is informed about:

- terms and conditions of sale;
- total price including taxes where applicable, with specification of the shipping costs and any other charge;
- terms of payment;
- conditions, terms and procedure for exercising the right of withdrawal and related forms, including the information that the customer will have to bear the costs of return in case of withdrawal;
- possible personalised nature of the purchased good;
- existence of the manufacturer's warranty for the purchased goods.

5.3 Longho might offer discounts and special promotions for the purchase of products: such promotions or discounts are always subject to requisites and terms and conditions provided in the relevant section of the portal and always granted at discretion. Repeated or periodical promotions and discounts do not represent any claim or future right legally enforceable by customers. In case Longho wants to apply a discount, the latter will clearly highlight the lowest price in the last 30 days, with the wording "from ... to", thus indicating the price before the discount for a given time prior to the reduction.

6. Conclusion and effectiveness of the contract

6.1 The sales contract is considered concluded with the sending by Longho of an order confirmation email.

This email will show the order summary, including data such as essential features of the products, detailed information about price and terms of payment, methods of exercising the right of withdrawal, shipping fees and any other costs, the personalised nature of the product and the Customer Care Service. The order confirmation email must be kept as proof of purchase.

6.2 It is the Customer's responsibility to verify the accuracy of the data included in the above-mentioned email and to communicate to longho.it any corrections or amendments within 3 (three) days.

6.3 Longho undertakes to describe and present in the best possible way the goods that are on sale on the site. Nevertheless, some errors, inaccuracies or small differences between the product depicted on the site and the actual product may occur. Besides, the photographs of the items presented on www.longho.it do not constitute a contractual element and are merely representative, indicative and not binding.

6.4 After receiving the order form, Longho will process the Customer's order. Longho may not proceed with the sale if the order is incomplete or not correct or if the requested item/s is/are no longer available. In the above-mentioned cases Longho will inform the Customer when confirming the order that the contract is not concluded and the purchase order cannot be executed, specifying the reasons.

6.5 The Customer acknowledges that, due to the possibility of simultaneous access to the site by multiple users, the actual availability of any single item could vary considerably during any given day and differ from the information on the Site. In consideration of this, the temporary unavailability of the selected product will be promptly communicated to the Customer.

6.6 With the transmission of the order form, the Customer confirms acceptance not only of the General Terms and Conditions of Sale and all further information present on longho.it, including info referred to via links, but also of the Privacy Policy.

7. Products features

7.1 The main features of any product are shown on the related product sheet/card. The products offered on sale by longho.it may not correspond exactly to the real products in terms of image and colours because of the software systems or other devices used for their visualisation. The photographs of the products on the site do not constitute a contractual element and are merely representative, indicative and not legally binding.

7.2 All products sold by Longho will be delivered in their original packaging. Customer is asked to avoid damaging the original packaging of the purchased goods in case they wish to return any product.

7.3 Orders sent from a country not included in the list on the site, or from an address that Longho cannot deliver to, will be automatically cancelled.

7.4 The Customer is entitled to various legal guarantees, including that the products delivered should comply with the contract concluded with Longho. In particular, if a product sold by Longho presents manufacturing or conformity faults, the Customer can contact the Customer Care Service via the following email address: helpdesk@longho.it.

7.5 The sale of products by Longho is subject to the legal guarantees established by

the Consumer Code. In accordance with articles 129 and following, the Customer has the right to obtain free restoration of product conformity through repair or replacement (if he has the right to choose), or to obtain an adequate price reduction, or the termination of the contract (art.135 of the Consumer Code). In any case, all actions aimed at asserting a lack of conformity on products that do not comply with the use declared by the seller or do not correspond to the use for which they are generally intended can be asserted within 24 months after the delivery of the products.

8. Payments

8.1 The payment for the products and the related shipping and delivery fees must be made using one of the methods indicated in the order form of the product. Longho offers the Customer the possibility of paying through the following channels:

- Visa/Mastercard/Amex credit card
- Paypal
- bank transfer

The Customer's bank details will only be used by Longho for the procedure related to the purchase by the Customer, or in order to issue refunds in conformity with the exercise of the right of withdrawal, or in order to report cases of fraud to the police. The price for the purchase of products and the related shipping and delivery fees will be charged to the customer only upon confirmation of the purchase order.

8.2 In case of payment by bank transfer the order will be confirmed when the credit has been received by Longho.

9. Shipping of the products

9.1 The purchased products will be delivered to the address indicated by the Customer in the order. The shipping and delivery costs are borne by the Customer and are shown separately on the order form and on the invoice, unless otherwise specified. Before completing the order, the Customer will be asked to verify the details of the products in terms of dimensions and volume, to assess whether they can be delivered via the access routes. When placing the order, the Customer will be asked to specify any obstacles to the delivery through the normal access routes (stairs, lift, doors) and remind them to the carrier.

9.2 Orders shipped outside the European Union may be subject to import duties. The Customer will be fully responsible for the payment of any applicable import duties directly to the competent authority, as determined by the authorities of the country of destination, and neither Longho nor their logistics partner can be held responsible in relation to that. In case of non-payment of the import charges without a valid reason, resulting in liability obligation for Longho, their logistics partner or the carrier, Longho reserves the right to deduct the amount of the import charges from whatever refund or other sum that can possibly be required, to the extent permitted by the applicable law. Where failure to pay results in the return of the products, or

the necessity to return them, Longho may charge the Customer for the return costs and any other costs due to the missed payment, and refuse to refund the delivery fees paid by the Customer, to the extent permitted by the law.

10. Delivery of the Products

10.1 Longho directly provides at their own expense the service of transport and assembly of the products in the territory of Palermo and its province. Deliveries will be made to the postal address indicated by the Customer in the order form. The assembly service, where provided by Longho, only includes the assembly of all the individual pieces and no other works (like plumbing or masonry or electrical works).

10.2 Outside the territory of Palermo and its province, the products will be delivered by a carrier selected by Longho.

10.3 Longho will not be liable for any damage caused by third parties responsible for the transport. The Customer on his part undertakes to inform Longho at the time of the order about any obstacles that might interfere with the delivery or make it difficult.

10.4 The purchased products are delivered on working days within the deadline specified by Longho when the order was confirmed, such a deadline is however indicative and may undergo variations.

If the delivery deadline is not specified, the delivery will be carried out within 90 days, starting from the first day following the order confirmation.

10.5 Delivery to the Customer is considered completed when the Product is made available to the Customer at the address indicated in the order form.

10.6 The Customer (or their delegate) is required to verify the following upon delivery:

- the exact number of items (the delivered items must correspond to the number specified in the delivery note);
- that the packaging and its seals haven't been damaged or altered.

The Customer must report any signs of tampering or alteration of the packaging on the appropriate form provided by the carrier (Proof of Delivery, which must be signed by the Customer); if tampering or alterations were not fully reported upon delivery as specified above the Customer will have no right for compensation. If no anomaly or irregularity was reported on the Proof of Delivery, the Customer will not be able to claim reimbursement or substitution of the Products.

10.7 The Customer must check as soon as possible whether the products received are incomplete (one or more pieces are missing) or wrong (the goods received do not correspond entirely to what was ordered) and proceed to inform Longho within 48 hours from the delivery.

Failure to communicate any faults is equivalent to full acceptance.

10.8 Longho cannot be held responsible for any loss, damage, incorrect or failed delivery due to unforeseeable circumstances or force majeure, such as for example adverse weather conditions, strikes (in the company or elsewhere), accidents, pandemics, and any other similar or different cause.

11. Right of withdrawal

11.1 In conformity with article 52 of the Legislative Decree number 206 issued on 6th September 2005 (Consumer Code), the Customer has the right to withdraw from the contract signed with Longho without any penalty, and with no obligation to provide any reason or explanation, within 14 days after receiving the purchased products. In conformity with article 54 of the Consumer Code, the Customer may withdraw from the contract signed with Longho by sending an email to the following address: helpdesk@longho.it. Alternatively, the Customer can fill the form on the website address www.longho.it/recesso or complete the withdrawal form reproduced in the model below and send it to the above-mentioned address helpdesk@longho.it.

“ I hereby give notice that I intend to withdraw from my contract for the purchase of the product/s specified below concluded with your Company:

Name of the product/s:

Ordered on Received on ...

Name and address of the Customer

*Customer's signature
..... ”*

11.2 The product/s to be returned will be collected at the address indicated by the Customer. Longho will provide the contact details of a carrier and the Customer will agree with the carrier the date and modalities of the collection.

11.3 The costs of the return, i.e. those related to the return of the goods, will be borne by the Customer and are variable as indicated in the summary reported below:

Order Amount	ITALY	EU	EXTRA EU EUROPE
Up to € 200	€ 25,00	€ 50,00	€ 60,00
€ 201 > € 500	€ 35,00	€ 70,00	€ 80,00
€ 501 > € 1.000	€ 70,00	€ 140,00	€ 160,00
€ 1.001 > € 2.000	€ 140,00	€ 250,00	€ 280,00
€ 2.001 > € 3.000	€ 180,00	€ 300,00	€ 340,00

Order Amount	ITALY	EU	EXTRA EU EUROPE
€ 3.001 > € 5.000	€ 250,00	€ 400,00	€ 460,00
€ 5.001 > € 10.000	€ 400,00	€ 600,00	€ 660,00
Over € 10.000	5% of the order value	7% of the order value	8% of the order value

These costs will be charged to the client upon delivery of the goods to the carrier in accordance with the art. 1510 c.c. comma 2.

11.4 Alternatively, the Customer may prefer a carrier of their own choice, bearing all the related costs, and will send the product/s to be returned to the address indicated by Longho.

In this case, Longho declines all responsibility for any loss, damages due to inappropriate packaging, or delay in the return delivery.

11.5 Pursuant to article 59 of the Legislative Decree number 206 issued on September 6th 2006 (Consumer Code), the right of withdrawal doesn't apply to tailor-made or customised products, and to goods that cannot be returned due to their structure or nature, which would expose them to deterioration or damage. When a product on sale falls into one of the cases described in the above-mentioned article 59, the Site will specify that the right of withdrawal is not applicable with the sentence "Right of withdrawal not applicable" in the product sheet/card under "Description". Longho invites the Customer to check carefully whether this writing is present in the product sheet.

11.6 Pursuant to articles 52 and following of the above-mentioned Consumer Code, the right of withdrawal is considered to be exercised correctly where the following conditions are respected:

- the right of withdrawal must be regularly exercised within fourteen (14) days after the product/s delivery, following one of the modalities specified above;
- the products haven't been used;
- the goods must be returned in their original packaging which is an integral part of the products; if there is a set of products all the items must be returned;
- the products must not be damaged.

If the right of withdrawal is exercised according to all the terms and modalities specified above, Longho will send the Customer an email confirming acceptance of the products correctly returned and will proceed to the full reimbursement of any sums already paid by the Customer for the purchase, following the established methods and terms. Longho is not required to reimburse any additional costs due to the choice of the Customer to use a different and more expensive type of delivery.

11.7 The Customer will be contacted by Longho if the returned product/s cannot be accepted due to lack of conformity with the conditions reported in the paragraphs above or because they fall into one of the hypotheses mentioned in article 59 of the

Consumer Code. In such cases the Customer may choose to have the purchased product/s sent back to their address at their own expense. If the Customer refuses to pay for the new delivery costs Longho reserves the right to retain the products and the sum corresponding to their purchase price.

11.8 After receiving the returned goods and having checked that all the requirements have been met, Longho will send the Customer an email confirming acceptance of the returned products and will proceed to the reimbursement, which will be activated in the shortest time possible, and anyway within fourteen (14) days after the confirmation of the Customer's actual right of withdrawal and acceptance of the returned goods by Longho. The time required for the crediting or refund of the sums paid by the Customer for the purchase of the returned products will depend on the payment methods used.

12. Privacy policy

The limited liability company Luxory Italia s.r.l. guarantees the processing of personal data in compliance with the law and with the information present in the dedicated section of the Site.

13. Site contents and Intellectual Property rights

13.1 All the site contents and in particular: photos, drawings, images, logos and any other material in whatever form, are protected by copyright and by all other rights of intellectual property and are the exclusive property of Luxory Italia s.r.l. as owner or licensor or distributor. The reproduction, modification, copying or any other exploitation of contents and images of the Site is severely forbidden.

13.2 The use of the trademark "Longho" and/or of similar or identical trademarks is to be considered illegitimate and/or non-authorised and may therefore be contested by Longho.

13.3 The Customer may not in any way copy, distribute and/or licence, commercially exploit, create derivative works or sell any contents, products or services present on this Site.

13.4 The Customer may not use this Site to promote commercial purposes, including any advertising activity and/or any activities generating advertising revenues.

13.5 The use of any distinctive sign available on the Site, with the aim of gaining undue advantage of the distinctive signs themselves or of their reputation or in any way that may be detrimental for them or their owners, is not permitted.

13.6 Under no circumstances will the Customer be allowed to alter, change, modify or adapt the Site, or the material provided by Longho. The Customer cannot circumvent any technical limitations present in the software.

14. Website conditions of use

Longho reserves the right to make changes and updates to the site at any time, and cannot therefore guarantee full uninterrupted access, with no delays, safely and without errors.

Users must read the present terms and conditions, together with the Privacy Policy and the Cookie Policy on the use of cookies on the site and the instructions to disable them. Access and navigation of the site are free for all users, but the Company does not guarantee uninterrupted access.

Longho may decide to suspend any update or even delete the site, fully or partially, without notice. The Company will in no way be responsible for any form of inaccessibility of the site or parts of it. Longho also informs users that the above-mentioned conditions may be modified at any time.

15. Applicable Law and Competent Jurisdiction

The present General Terms and Conditions of Sale are ruled by the Italian law, and in particular by the Italian Legislative Decree number 206 issued on 6th September 2005, dealing with online contracts (Consumer Code), and specifically Chapter I, Title III of Part III, and by the Italian Legislative Decree number 70 issued on 9th April 2003, dealing with some specific aspects of electronic commerce. Any disputes on the interpretation, validity and execution of the present General Conditions of Sale are subject to the mandatory territorial jurisdiction of the competent court of the place of residence or domicile of the consumer.

For customers who are not resident or domiciled in the European Union or in the UK, or in the hypothesis that the purchaser does not play the legal role of consumer, the exclusive competence of territorial jurisdiction lies with the Court of Palermo, to the exclusion of any other competent court. In the event of a dispute between Longho and any customer that couldn't be resolved amicably, customers resident in the EU may seek alternative resolution on the European platform for alternative online disputes resolution: <https://ec.europa.eu/consumers/odr>