

GENERAL SALES CONDITIONS

1- INTRODUCTION

The following general sales conditions (hereafter only called "General Conditions") shall govern the sale of the products commercialized through the website www.lostinme.it.

All the purchase contracts stipulated through the website www.lostinme.it are governed by the following general conditions.

The website www.lostinme.it is registered and managed by the society Visconf S.r.l., with headquarter in Empoli, Via I° Maggio, 81 . Each purchase contract, stipulated through this website, comes to agreement with the mentioned society Visconf S.r.l. Each product sold on the e-shop LOSTINME is covered by warranty. The product is sent with shipping invoice.

2 – ACCEPTANCE OF THE GENERAL SALES CONDITIONS

The contract stipulated between Visconf S.r.l. and the customer is concluded with the acceptance, even only partial, of the order, given by Visconf S.r.l., which saves for itself the right, at its incontestable discretion, to accept or to decline the orders proposed through the website www.lostinme.it.

Making an order with the many provided modalities, the customer declares to have read all the indications provided during the purchase process and entirely accepted the general and payment conditions, described as follows.

The following general conditions refer only to the consumer Customers (hereafter "the Customers"), that is to say all the individuals who buy products through the website www.lostinme.it, for purposes not related to their professional activities.

The Customer undertakes, once concluded the purchase process provided on the website www.lostinme.it, to provide the printing and the conservations of the following general contract, which have already been read and accepted as necessary step during the purchase, as well as the specifications of the purchased product.

It is strictly forbidden for the Customer to insert false and/or invented and/or fictitious information during the registration process, which is essential to activate the execution of the following contract in his regards, and the additional related communications, as well as the personal data and the e-mail shall be exclusively the real personal ones, not belonging to third parties, neither invented.

It is expressly forbidden to realize a double registration corresponding to a single person or to insert personal data of third parties.

It is also forbidden for a minor to register.

The Seller saves for itself the right to prosecute each violation and infringement.

3 – ORDERS AND PRODUCT PURCHASE MODALITIES

The Customer can only purchase the products which are in the electronic catalogue of LOSTINME at the order sending moment.

These products can constantly be seen on the website (URL) <http://www.lostinme.it>

Every single information and picture of the products offered for sale, that are available for the Customers, shall be meant with illustrative purpose only, and cannot be considered binding for the Products characteristics determination. All the information supporting the purchase are intended to be a simple assistance for the Customer and, for this reason, cannot be considered referring to the real characteristics of every single product, in any way.

The Customer's order is considered accepted only if confirmed by Visconf through an answer transmitted by e-mail to the e-mail address given by the Customer.

This confirming message reports date and time of the receiving order and a "Number Order Customer", that can be used in every other communication with Visconf.

The message reports all the data inserted by the Customer; the Customer undertakes to verify the correctness of this data and to promptly communicate potential amendments.

In case of order rejection, Visconf undertakes to give a prompt communication to the Customer.

Within 48 hours following the confirmed order, Visconf saves for itself the right to communicate the potential and final order acceptance or deny to the Customer.

The prices indicated on the website www.lostinme.it are to be intended as expressed for the public and so inclusive of VAT but not of the transport and delivery costs. Visconf saves for itself the right to modify the prices in every single moment, without any forewarning.

The delivery time indicated on the Website are to be considered purely indicative and not binding for Visconf. However, the Seller undertakes to do what is in his power to respect the delivery time indicated on the Website.

It is understood that the Seller shall provide the delivery of the products purchased by the Buyer in maximum 30 days from the confirmation transmission to the Buyer. The Seller cannot guarantee that the indicated availability are always correct on the website.

If a product ordered by the Buyer is not available in reality, the Buyer is promptly informed about by the Seller and the potentially payment already done by the Buyer is immediately repaid.

RIGHT OF WITHDRAWAL

In accordance with clause 64 et seq. D.Lgs. n. 206/2005, if the Customer is a consumer (that is to say an individual who purchases goods for purposes not related to his professional activity or rather does not purchase specifying in the order form a VAT number to Visconf), has the right to rescind the contract, within 10 days from the delivery time, for any reason, without any penalty, except what written in the following

point 3 of this article. The Customer shall realize this request of return entering his profile on www.lostinme.it and following the indicated process, in order to exercise this right.

Visconf sends an email to the Customer, communicating the number of authorization, which shall be attached outside the packaging where the product is situated and sent back to Visconf within 10 days from the authorization.

The right of withdrawal is submitted to this binding conditions:

- (a) the right applied to the purchased product in its entirety; it is not possible to exercise this right for only a part of the purchased product (for example: accessories, etc.);
- (b) the purchased good shall be intact and returned in its original package, complete in all its parts, inserted in another package, in order to restrict damages of the original package, and shall carry the authorization code given by Visconf;
- (c) the good subjected to the right of withdrawal shall be returned in the normal state of conservation, as safeguarded and possibly used with the ordinary care: used products with damage or dirt signs, which cannot be considered intact anymore, are not accepted;
- (d) the good subjected to the right of withdrawal shall be provided with the price tag, carrying the item barcode; if the good carries a different barcode comparing to the one written on the invoice, the returned goods is not accepted and the product is made available to the Customer for its restitution, at the same time the right of withdrawal is cancelled;
- (e) the transportation costs for the good restitution are to be paid by the customer;
- (f) the transportation, till the confirmation of the reception in our warehouse, is under the customer complete responsibility;
- (g) in case of good damage during the transport, Visconf gives communication about that to the Customer (within 5 working days from the reception of the good in its warehouse), to give him the possibility to promptly file a complaint against the courier chosen by himself and to obtain the refund of the good value (if insured); in this chance, the product is made available to the Customer for its restitution, at the same time the request of withdrawal is cancelled;
- (h) Visconf does not account for damages or theft/loss of the returned goods with not insured transports, in no way. Except for potential reinstatement costs in case of damages of the original packaging, Visconf refunds the whole total sum already paid to the Customer, within 14 days from the reception of the good, through a transfer procedure of the amount charged on the Credit Card or through a bank transfer. In this case, the Customer has to promptly supply the bank routing number on which to obtain the refund (Cod. ABI – CAB – Current account of the invoice holder).

The right of withdrawal invalidates totally in case of the lack of the essential integrity condition of the good (packaging or contents), when Visconf verifies:

- 1) the missing of the authorization form attachment outside the packaging of sent confection, given by Visconf;
- 2) the missing of the outside packaging or the inside original packaging;
- 3) the absence of essential elements or anomalies of the product;
- 4) the damage of the product for different reasons other than transport ones;

5) a dirty state of the product due to its utilization, which compromised its integrity.

Transportation costs and risks for the restitution are entirely at the expense of the Customer. The restitution of products not intact, damaged or without accessories and original equipments is not accepted by Visconf and is returned to the sender with an increase of the transportation costs. In case of loss of the right of withdrawal, Visconf returns the purchased good to the sender, charging him the transportation costs.

ORDER CANCELLATION

It is possible to nullify ones order within 4 hours from its sending with an email sent through Form Online, containing order number and reason for the cancellation. If the order is refused at the delivery, once returned to the company the whole amount is refunded, except for the transportation costs.

PAYMENT

You can buy on www.lostinme.it in different ways. All are safe and guaranteed. All the products sold on www.lostinme.it are covered with legal guarantee. All products are original.

EARLY BANK TRANSFER

It is possible to pay through an early bank transfer. The order is fulfilled after receiving the credit, it is possible to accelerate the delivery time revealing through fax or email the copy of the payment advice with the indication of the "reference transaction".

The payment shall occur within 7 (seven) working days from the date of the order. The reason of the bank transfer shall report the number and the date of the order, the name and surname and/or business name of the Buyer.

If the Customer does not respect the timing indicated for the payment, the order is automatically cancelled. The availability of the products is evaluated at the moment of the occurred credit.

The bank transfer shall be directed to:

VISCONF Srl

Via I° Maggio, 81

50053 – Empoli (FI)

BANCA MONTE DEI PASCHI DI SIENA G. EMPOLI

IBAN IT 04 R 01030 37830 000001133617

SWIFTCODE PASCITMEMP

CREDIT CARD

It is a concomitant choice to the conclusion of an online order. The banking-house reference authorizes the charge of the amount referring to the purchase. In case of order cancellation, both by the Customer and in case of contract refusal by Visconf, the cancellation of the transaction and the transfer of the reserved amount are requested. The timing of redeeming depend only on the banking system, once the transaction is

cancelled, Visconf cannot be considered responsible for delays and/or damages caused by the banking system in any way.

Visconf saves for itself the right to demand further information or the dispatch of document copies which can prove the ownership of the used card to the Customer. If the Customer does not give these information, Visconf can refuse to reach the contract agreement.

At any time of the transaction with credit card, Visconf cannot know personal information connected to its owner, that's why the information are directly transmitted to the banking-house website, which manages the transaction; for this reason, Visconf does not consider itself responsible for a potential dishonest use of the credit cards by third parties upon paying for the products purchased on its website.

When confirming your order, your credit card data are transferred, through a connection protected with cryptography SSL (Secure Socket Layer). YesCard Society Interbank Services, for the authorization and the charge, Visconf cannot receive the number of your credit card in any way, it only receives the authorization given by the managing authority of the card.

The cryptography system is a completely safe process, which guarantees both the transaction characters from the reading of information sent through internet.

TRANSPORT

The transportation costs are declared and calculated before the conclusion of the order. They represent a fixed refund for every single delivery as follows:

standard delivery Italy: € 8,00

standard delivery Europe: € 12,00

If the products shall be delivered in a Nation outside of the European Union, the total price indicated in the order and reiterated in the order confirm, inclusive VAT, is net of potential customs duties and whatever other sales tax, that the Buyer undertakes to pay if required as of now, in addition to the price indicated in the order and reiterated in the order confirm, as provided for by the law of the country to which the products are delivered. To have information about potential duties or taxes of its own country of residence or destination country of the products, the Buyer shall inquire about it at the competent organ of its own country of residence or of ones belonging to the destination country of the products.

Every other potential cost, obligation, tax and/or duty that are applied in a certain country at any title on the products ordered according to this contract are to be paid by the Buyer.

The Buyer declares that his lack of knowledge about the above costs, obligations, taxes and/or duties, at the order sending moment to the Seller, cannot cause resolution of this contract and cannot be charged to the Seller in any way.

DELIVERY TIME

The delivery is understood at the street level with insured express courier.

The delivery time varies depending on some standards as the goods availability and/or the payment acceptance. For available products the delivery time varies depending on the city and the destination; for the islands, the time goes from 3 to 10 days, for the other cities from 2 to 7-10 days, for transportation inside the European Community the time goes from 3 to 10 working days, except for potential mistakes ascribable to the courier or directly to the Customer. Orders with payment by early bank transfer: the good is sent as soon as the occurred deposit can be verified.

GOODS RECEPTION

At the delivery moment, the Customer has to control:

- the packaging integrity

In case of alteration and/or damages, the Customer has to immediately criticize the transportation and/or delivery, appending the writing "WITH RESERVE, GOODS RECEIVED UNCHECKED" on the delivery note received by the courier. The Customer has to signal potential damages within 7 (seven) days from the goods reception.

If the courier isn't able to deliver the goods for reasons connected directly to the Customer (for example: the Customer or his representative is not there at the registered address), he leaves an announcement in order to plan another delivery or a collection - within 5 working days – of the ordered goods which are stored into the courier storehouse.

If it is no possibility at all to deliver the goods at the address indicated by the Customer at the order moment, the order is nullified and the storage costs are charged.

PRIVACY

Visconf guarantees that each information given for promotional purposes is treated in accordance to D.Lgs. 196/2003.

Visconf communicated that, in accordance to D.Lgs. 196/2003, all the users data given with the purchased orders subscription and/or with the invoice compilation, are excluded from the person involved approval, because they are collected in accordance to the fiscal/tributary duties, provided for by law, by regulations, by European legislation and, in any case, only to permit some duties descended from the purchased contract of which he is part and/or to obtain essential contractual information always and only asked by this last one (Clause 24, Lett. A e B, D.Lgs. 196/2003).

REQUEST FOR DELETION OF PERSONAL DATA

The personal data are collected in order to register the Customer and to activate in his regards the procedure for the execution of this contract and the connected essential communications; this data are

treated electronically in the respect of the applicable law and can be exhibit only on request of the jurisdictional authority or of the other authorities authorized by law.

The person involved has the right, in accordance to clause 7 d.lgs. 196/2003, and so: to ask for the confirmation of the existence at Visconf headquarters of his personal data; to know the origin, the logic and the finalities of their treatment; to obtain their update, correction and integration; to request for deletion, transformation to an anonymous form or interruption in case of unlawful processing; to take position against their treatment for lawful reasons or in the case of utilization of these data for sending advertising, commercial information, market researches, direct selling and interactive commercial communication.

The obtaining of one's personal data deletion is subjected to the sending of a written communication by fax (0571 711648) or by postal transportation to the headquarter of the society owner of the collection of the personal data Visconf Srl, Via I° Maggio, 81 – 50053 – Empoli (FI)