

GENERAL CONDITIONS OF USE AND SALE

1 INTRODUCTORY REMARKS

This note contains the legal terms and conditions governing the e-commerce of website Eddie Pen, defined in the link www.eddiepen.com.

Utilisation of the pages in the website implies acceptance of all the dispositions contained in this document.

All purchases of products made through www.eddiepen.com are regulated by these general conditions and the other dispositions and operating instructions contained in the website.

In the event of discrepancies between the aforementioned dispositions and operating instructions and the contents of the general conditions, the latter will prevail.

All purchasers are invited to read these general conditions carefully.

The owner of the website www.eddiepen.com is Manifattura Corona S.r.l., whose registered office is located in Via Roma 39, 35020 Casalserugo (PD) Italy, VAT/and Fiscal Code 04606690289.

The company Gestionionline.net srl (hereinafter referred to as the Seller), whose registered office is located in Via Montegrappa 2, Padova (PD), VAT / and Fiscal Code 04486450283, deals exclusively with the management of sales and the transactions performed within the context of the Eddie Pen e-commerce activity, including order management, sales, the delivery of the goods and related services.

Manifattura Corona S.r.l. has the right to modify the contents of the website (prices and photos, for example) at any time, without any advance notice and at its own discretion. Any modifications made will be effective on the date of the communication.

2 PURCHASES

These General Conditions of Sale regulate relations between Manifattura Corona S.r.l. and the Customer, with respect to purchases of the Products made through this website. Any matter not expressly regulated by these General Conditions of Use and Sale will refer to the dispositions of the Legislative Decree n° 185 dated 22 May 1999 and in accordance to the applicable laws set forth in the Italian Civil Code.

Customers may purchase the products shown in the electronic catalogue, which are detailed illustrated in the individual Product Cards.

In order to access our sales service, it is necessary to have:

The requirements to enter legally binding contracts.

To be able to legally stipulate binding contracts.

To have a valid e-mail address.

To have a valid certification and valid payment device.

When the Seller receives the Order Confirmation electronically transmitted by the Customer and filled in all its parts, the Contract is considered to have been stipulated. Upon stipulation of the Contract, the Seller commits itself to supply the Customer with Products, under the terms and conditions of these General Conditions of Sale. The Seller will though have the right to refuse orders from parties who do not provide sufficient guarantees of solvency.

By sending the Order Confirmation, the Customer unconditionally accepts the dispositions contained in the General Conditions of Sale related to Manifattura Corona S.r.l.. At the same time the Customer commits himself to observe said dispositions and the other information contained in the website. The amount of the order will be charged to the payment device upon conclusion of the purchase.

The Shop on line might include special promotions and offers during specific periods of the year.

3 PRODUCTS

The images in the website have the sole purpose of showing the Products and usually correspond to Product itself.

All the prices of the Products are clearly indicated in the website and meant with VAT.

Prices do not include any additional taxes, duties or fees regulated by any applicable legislation, such as import regulations. If necessary, the Customer will therefore have to pay for customs clearance and any import duty and tax (other than VAT), which may be due in the Country of importation.

Possible unavailability of the Products will be communicated at the time of the Customer's telematic Purchase Order request.

4 PAYMENTS

Payment for Purchases Contracts stipulated through the website may be made through the PayPal circuit.

PayPal allows to pay with:

Visa credit card

Masercard credit card

American Express credit card

Carta Aura credit card

Discover credit card

Postepay card

Prepaid Paypal

Account PayPal

We don't accept payments through bank transfers, and / or PayPal recharge and / or cash on delivery.

In case the Customer proceeds with the purchase of the Products, the financial data will be forwarded to the reference institute. The reference Institute will transmit the encrypted protocol, will guarantee the confidentiality of the information, will immediately check the validity of the datas and immediately charge the overall amount for each Purchasing Contract .

The Seller reserves the right to request at any time any additional information to the Customer (i.e. fixed telephone number). At the same time the Seller has the right to request the Customer the delivery of the copies of the documents proving the ownership of the credit card used for the Purchase. If the Customer fails to send any information or additional documentation requested, the Seller reserves the right to decline the order or recede from the Purchase Contract, communicating this to the Customer at the e-mail address indicated by himself.

5 DELIVERY

The shipment of the Order is usually effected within 7 business days from receipt of the payment.

Short delays in the deliveries might be possible. This is due to the quantity of orders received. In this case orders will be shipped according to their date of arrival.

Shipments takes place through various couriers. Time of delivery depends on the country.

Costs vary depending on the Country and are listed here below:

AREA	SHIPMENT TIME	PRICE
Italy and San Marino (excluded Calabria, Sicily, Sardegna, and island of Italian archipelago)	5 business days	€ 7,90
Calabria, Sicily, Sardegna, and island of Italian archipelago	7 business days	€ 7,90

AREA	SHIPMENT TIME	PRICE
Austria	7 business days	€ 15,90
Switzerland	7 business days	€ 21,00
Netherlands	7 business days	€ 18,00
Luxembourg	7 business days	€ 17,90
Germany	7 business days	€ 15,90
France	7 business days	€ 26,00
Denmark	7 business days	€ 21,00
Belgium	7 business days	€ 15,90
Spain	7 business days	€ 29,90

The prices in the web site only include VAT.

For the rest of the world, transport costs are to be calculated upon request.

Shipment Tracking Number:

The Customer will receive an email from the courier, with the link of the shipment tracking details.

Storage:

Two delivery attempts are made for both types of shipment, after which the package goes into storage. Therefore, we invite the Customer not to place orders if the Customer is not sure to be able to personally (or through your proxy) collect the package upon its arrival or from the place of storage. When the package will be placed on storage, it will be the Customer's duty to collect the parcel at the forwarder's address indicated in the communication the Customer will be receiving. Upon transmission of the order, the Customer is kindly requested to fill in the form indicating the telephone number and destination of the goods and possible delivery schedule.

Please correctly specify the shipping address and the receiver's name (private/company), otherwise the Seller will not be responsible and any other possible extra shipping costs will be at the Customer's charge.

In case of the non collection of the package by the Customer, unless proven faults of the forwarder, the Seller on behalf of Manifattura Corona reserves itself the right not to deliver any orders when belonging to Customers who in the past refused to collect their Orders.

The Seller on behalf of Manifattura Corona S.r.l. is in any case not liable for any delay.

In case the Customer asks for the the invoice, The Customer will have to send his written request within maximum five working days from Order date. The request has to be sent via mail to servizio.clienti@gestionionline.net

6 WITHDRAWAL / RETURNED GOODS

Italian law n. 185 dated 22 May 1999 will be applied to all the transactions finalised on the e-commerce related to the Manifattura Corona website.

The Customer has the right to recede from the Purchase Contract stipulated at a distance within ten

(10) working days from the following day after receipt of the Product. The Customer is not obliged to specify the reasons of the withdrawal of the Product.

In order to exercise the right of rescission, the Customer must provide the Seller a written communication, within the foreseen terms. The written communication must be sent to the Seller's address through a registered letter with an acknowledged return receipt. The communication might also be sent 48 hours in advance, via email or fax.

The only expenses due from the Customer relative to the withdrawal of the Product and in accordance with Article 5 of Legislative Decree n° 185 dated 22/05/1999, are the direct expenses for the shipment of the Products back to the Seller.

The Seller will refund the Customer the value of the products but not the shipping costs.

The Seller is not responsible in any way for damages or robberies or losses of the Product returned by the customer; the Customer is thus the only responsible for any risk. In case on non respect of the conditions and ways of the withdrawal of the Product, and in case of damage of the product for reasons different from the transport of the Product itself, the Purchase Contract will be considered still valid and effective.

The Seller will send back to the Customer, the Seller, the Product unduely returned, charging the Customers transport costs as well.

The contact details for the withdrawal of the Product are:

Manifattura Corona srl
Via Roma 39
35020 Casalserugo (PD) Italy
servizio.clienti@gestionionline.net

7 PROPERTY RIGHTS

All trademarks (whether registered or not), as well as any and all intellectual property, distinctive markings, brand names, images, photographs, written texts or graphics and, more in general, any other intangible asset protected by international laws and conventions relative to intellectual and industrial property reproduced on the website, are the exclusive property of Manifattura Corona S.r.l. and the Customer will gain no right on said property due to access to the website and/or stipulation of the Purchase Contract. Any even partial use of said property is prohibited without the advance written authorisation of Manifattura Corona S.r.l., to whom all of the relative rights are exclusively reserved.

8 GUARANTEES IN THE EVENT OF DEFECTIVE PRODUCTS

Manifattura Corona S.r.l. is responsible towards the Customer for a period of two (2) years after the delivery of the Products, in accordance with Articles 130 and 132 of the Legislative Decree 206/2005, for any defects and non-conformity of the Products existing at the time of the delivery, especially relative to Products that are defective or damaged. The everyday use of the Product, its tear or any other case imputable to improper or erroneous management of the Product by the user are excluded.

The Customer will lose the rights recognised by Article 130, paragraph 2 of Legislative Decree 206/2005, if he fails to report the Seller the non conformity defect within two (2) months from the day the Customer received the Product.

The Customer must inform the Seller by written notice through registered letter with acknowledge of receipt and will have to be accompanied by a detailed, proper and precise documentation, also in the form of photographs.

Manifattura Corona S.r.l. will make every effort to replace the damaged or defective Products, at its own expense, and to provide other Products of the same quality and type, available at their warehouses. Only the defective or damaged Products returned by the Customer with their original full and complete Package will be replaced.

If the replacement of the Product could not be possible with the same Product (i.e., due to elimination of the Product from the catalogue), the Seller will reimburse the Customer the amount paid for the defective Product.

9 COMMUNICATIONS AND CLAIMS

All communications and / or claims made by Customers against Manifattura Corona S.r.l. relative to the Purchase Contracts, must be sent via e-mail thorough the "Contacts" section of the website, choosing the appropriate request.

The mail reference is: servizio.clienti@gestionionline.net.

10 TREATMENT OF THE PERSONAL DATA, PRIVACY

Concerning Manifattura Corona S.r.l., policy for the treatment of personal data, please refer to the especially dedicated Privacy Policy area of the website.

11 JURISDICTION AND APPLICABLE LAW

The Customers who visit the website www.eddiepen.com accept being subject to the jurisdiction of the Italian Law.

In accordance with the laws in force, any legal controversy will be referred the competent court, is the Court of Padua-Italy (Article 1469 bis n° 19 of the Italian Civil Code).