

Terms & Conditions

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1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website (www.massimodutti.com) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website.

When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of formalization of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form. The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this web page is carried out under the name LABRADOR by Greatprobabilities LDA, registered under the address Estrada de S. Marcos – Condomínio Elospark II – Armazem B13, 2735-522, Cacem, Portugal, registered on Lisbon's Commercial Chamber under the Company Identification Number 510 629 784

3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

- i. Use this website to make legally valid enquiries and orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the pertinent authorities.
- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly.

You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order. When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The items sold on this website are available for delivery worldwide.

6. FORMALIZING THE CONTRACT

When placing an order, the User must follow the online shopping procedure and click on "Authorize Payment" having first read and accepted these Purchase Conditions. At that point, the User will have entered into a purchase and sales contract with us (the "Contract"). After doing so, he or she will receive an email confirming receipt of the order ("Order Confirmation"). Later, he or she will receive an email confirming delivery of the order ("Delivery Confirmation"). An electronic receipt containing details of the User's order will be attached to the Delivery Confirmation (the "E-receipt").

7. AVAILABILITY OF PRODUCTS

All orders are subject to availability of the items. As such, should difficulties arise concerning the supply an item or where no more items remain in stock, LABRADOR will reimburse within 30 days any amount paid for the unavailable items.

8. DELIVERY

Notwithstanding clause 7 above on the availability of items, and except when due to extraordinary circumstances, LABRADOR will do everything possible to deliver the order containing the item(s) detailed in the Delivery Confirmation before the date indicated therein; if no delivery date has been specified, within the time frame estimated upon selecting the delivery method; and in any case, within a maximum period of 30 days starting from delivery of the Order Confirmation.

However, delays may occur as a result of product customisation, unforeseen circumstances or the delivery location.

The Virtual Gift Card will be delivered on the date indicated by the User when placing his or her order. If for any reason Labrador is unable to comply with the delivery date for reasons not attributable to the company, the User will be informed of the situation and provided the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid, without prejudice to any other rights applicable under current legislation.

Keep in mind that Labrador does not make deliveries on Saturdays or Sundays, except for Virtual Gift Cards, which are delivered on the date indicated by the User.

For the purposes of these Conditions, "delivery" shall be understood to have taken place, or the order "delivered", as soon as the User or a third party indicated by the User acquires physical possession of the items, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

9. INABILITY TO DELIVER

If it is impossible for LABRADOR to deliver an order, we will leave a note for the User explaining where their order is located and what he or she must do to have it delivered again.

10. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery. You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

12. VALUE-ADDED TAX (VAT)

All purchases made via this Website are subject to prevailing Portuguese Value Added Tax (VAT). For purchases made from other countries, we will input the applicable tax according to the jurisdiction.

13. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full. We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on the website include IVA, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees. Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation. Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area. You may use, as payment method, the cards Visa, Mastercard, or even PayPal. To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse. If your payment method is PayPal, the charge will be made when we confirm your order. When you click "Authorize Payment", you are confirming that the credit card is yours or you are the rightful holder of the gift card or the voucher. Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

16. EXCHANGE / REFUNDS POLICY

Upon entering into a contract as a consumer, the User is legally entitled to withdraw from the Contract within 14 days thereafter without justification. The withdrawal period will expire after 14 days from the day on which the User, or a third party other than the carrier and indicated by the User, acquires physical possession of the items; or in the event of multiple items in one order delivered separately, after 14 days from the day on which the User, or a third party other than the carrier indicated and by the User, acquires physical possession of the last item in the order.

18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this

website through any attack of denial of service or an attack of distributed denial of service. Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

27. RIGHT TO MODIFY THESE CONDITIONS

LABRADOR reserves the right to modify these Conditions. The User will be informed by us of any significant changes made to these Conditions. These changes will not be retroactive in nature and, barring any exceptional circumstances, will be applied 30 days after the date of their respective notification. If you do not consent to any of the implemented changes, we recommend that you do not use this website.

28. APPLICABLE LAW AND JURISDICTION

Use of the LABRADOR website and the contracts for purchasing items on the website will be governed by Portuguese law. If the User enters into a Contract as a consumer, nothing in this clause shall affect his or her rights as recognized in any current applicable legislation.

29. COMMENTS AND SUGGESTIONS

We welcome your comments and suggestions. Please, send any comments or suggestions you may have via our contact form.