

CONDITIONS OF SALE DRAFTED ON JUNE 2024

Download here:

IMPORTANT NOTICE ABOUT TAX FOR NON-EU CUSTOMERS

We remind all NON-EU customers that the prices displayed on the site include VAT at 22%, the taxes will be deducted from the cart when you pay for your order.

ABOUT THE DELIVERY PROCEDURES

Due to pandemic-related procedures, couriers may leave shipments in front of the recipient's door even in their absence. It is recommended to use the tracking code to monitor the shipment and regularly check the delivery status. In the event that the recipient is not available at the time of delivery, it is suggested to contact the courier to reschedule the delivery. The customer is responsible for tracking the shipment and being available at the time of delivery, and any failure to promptly retrieve the goods or loss of the merchandise will not be the sender's responsibility.

Thanks for your collaboration

OBJECT

This document (General Conditions of Sale) sets forth the conditions applicable to distance selling operations conducted through the website www.1stpat-rn.it (hereinafter the "Website") between the company Tailor Spec. S.R.L. "the Seller" and the purchaser of the Products, defined as the "Consumer" (Consumer being understood as a natural person and not a company, business, or entrepreneurial activity). Therefore, the website you are visiting is destined for "Consumers" only, and orders from subjects other than "Consumers" will not be accepted.

1. IDENTIFICATION OF THE SELLER

The Products sold through the website www.1stpat-rn.it are produced and distributed by:

Tailor Spec. S.R.L.

Registered Office in

Viale Della Rimembranza 7/3

30030 Salzano (Venice) Italy

Tax ID code and VAT no. 04140940273

REA VE-369051

Venice Business Registry no. 04140940273

Share Capital € 20,000.00 fully paid up

Operating Office

Via J. Bernardi 7

31051 Follina (Treviso)

Italy

Tel. +39 0438 970381

2. PROVISIONS

2.1 Users may interact with the website in English.

2.2 Consumers intending to purchase Products on the website must carefully read all the conditions of sale and policies governing returns and acceptance of orders published on the website, which may be downloaded here.

By sending an order, the Consumer declares that s/he has read understood, and fully accepts the conditions of sale and the policies governing returns and acceptance of orders.

2.3 The website currently accepts purchase orders only from customers in the European Union (excluding Portugal, Cyprus, and Croatia), Switzerland, Japan, the USA, Singapore, South Korea, Hong Kong, Australia, and Canada.

Orders from countries not included in the list above will not be accepted.

The website will only accept orders from consumers who have an address for the receipt of goods in the countries listed above.

Deliveries will not be made to P.O. boxes.

Orders will not be shipped to addresses other than those entered in the order form.

2.4 In order to make purchases on the website, consumers must be over 18 and able to understand and accept the conditions of sale set forth herein. By sending an order, the Consumer explicitly declares that s/he is aged over 18 and has understood and accepted the conditions of sale.

3. PRODUCTS

3.1 The Products present on the website contain all the information on fabric, composition, color, and size the Consumer may require to decide and conclude the purchase.

Before making a purchase, the Consumer must carefully read all the information provided on the Product. If there is any information the Consumer has not understood, s/he may send an e-mail to customer@utilityspecifications.it to ask for further clarification.

Once the Consumer has sent an order, also following an exchange of information with the Seller, s/he is considered to have understood the information on the Product.

3.2 The Products presented on the website are illustrated in photographs to the best of the Seller's ability, in order to show their characteristics as accurately as possible.

The colors illustrated on the website or in any of the documents that the Seller provides to the consumer (e.g. the pre-sales pdf catalog) may not correspond exactly to those of the actual Product, owing to differences ascribable to the various types of monitors or screens used and/or the browsers installed on the Consumer's computer or mobile device.

3.3 Each Product comes with a size table based on the measurements of the finished items, on a sample taken at the quality control stage. Although the Seller takes great care when measuring the items, there may be slight differences based on specific textile tolerances, the type of fabric, the treatments carried out, the consistency of the fabric, and the dyes used.

If the Consumer is in any doubt regarding the size and fit of the Products and requires any further information, s/he may write to customer@utilityspecifications.it

3.4 The Seller reserves the right to amend the information on the Products and their availability at any time, and without notice.

4. AVAILABILITY

4.1 For each Product, availability is indicated on the website. It is not possible to request – and therefore purchase – Products that are not available on the website.

4.2 In the event a Product proves unavailable despite the purchase process having been completed successfully, it will not be possible to send the Product. The Seller will promptly notify the Consumer that the Product is unavailable, and will refund him/her.

5. ORDER

5.1 Each order made on the website is considered as a contractual offer and is subject to the approval of the Seller, who reserves the right to cancel the order at their discretion.

5.2 When a Consumer places an order on the website, this implies awareness and complete, unreserved acceptance of the General Conditions of Sale in force at the time of said order.

5.3 The Seller reserves the right to amend the General Conditions of Sale at any time, and without notice. The conditions thus amended shall apply from the date of publication on the website, and shall, therefore, be valid for orders received after said publication.

5.4 The procedure for purchasing the items featured on the website in compliance with the General Conditions of Sale involves placing the item or items chosen in the shopping cart on the website. In order to make the purchase, the Consumer may choose to complete the procedure as a guest or as a registered Consumer.

5.5 If s/he chooses to complete the procedure as a guest, the Consumer must, at the time of purchase, provide the data as requested during the purchase process. The Consumer may also choose to register with the website and create a personal account. In this case, s/he may access the website using the password created upon registration.

5.6 In order to place an order, the Consumer must choose the Product or Products of interest, check the color chosen and the size, based on the size table published, and then enter the items in the shopping cart, following the procedure indicated.
All the data requested must be entered on the dedicated form.

5.7 The procedure clearly and specifically indicates the data necessary for the purchase of the Product/s, including the costs to be paid. The Consumer may cancel the procedure at any time and terminate the operation without completing the purchase.
The purchase is deemed to have been completed when the Consumer has understood and approved all the steps in the procedure and the order proposal has been sent to the Seller.

5.8 the seller can create sales campaigns, defined as "**private-sales**" or "**pre-sales**" in which he makes the products available, before the official release on the site, in order to allow consumers to reserve priority on the products themselves.

Through these campaigns, the seller will send via the newsletter a link where consumers can download a pdf catalog which will contain all the information necessary to be able to choose and book any products they like.

It is understood that at the time of purchase, as specified in the PDF catalog, the consumer undertakes to read and understand, or if he does not understand, to ask the seller for further explanations, all the terms and conditions of this section of the site will apply.

The consumer, when he receives the confirmation of his reservation, will pay an amount of 20% of the total amount of his order, as a deposit.

In case of cancellation of orders by the consumer, change of mind, etc. a lump sum of €15 will be retained by the seller for the administrative management of the order.

The proforma invoices sent to the customer will notify the customer of this clause so that if not accepted, the customer can immediately communicate it and the reservation will be canceled with no charge of any type.

By paying the 20% deposit, the consumer expressly declares that he has understood that in the event of cancellation, change of mind, etc. €15 will be retained by the seller for the administrative management of the pre-order.

6. PRICES

6.1 The selling price of the Products is the price in force at the time the order is placed on the website.

6.2 The prices of the Products are shown in Euros and are inclusive of VAT. They do not include any delivery charges, which will be shown on the order confirmation page before the order is definitively sent by the Consumer to the Seller.

6.3 The prices of the Products do not include costs of any kind for duties, taxes, and any additional costs that may be charged to the Consumer, before receipt of the order, if applied by the customs authorities of the Consumer's country.

6.4 The Consumer must pay the Seller the total amount indicated on the order confirmation page. The total amount of the order must be paid in full, in a single payment, using the payment methods made available to the Consumer by the Seller.

The Product remains the property of the Seller until payment has been received.

6.5 The Seller reserves the right to make changes to the prices of the Products and the delivery and/or processing charges at any time, without notice. The delivery and processing charges in force are those that appear on the website at the time the Consumer places the order.

6.6 The Seller constantly verifies the prices shown on the website in order to check they are correct. However, in the event of unforeseeable technical problems, the price shown for one or more items may substantially differ from, or be clearly lower than the price normally applied, even if a considered net of any discounts and/or promotional offers.

6.7 If the Consumer notices a substantial difference in the price of one or more Products available for purchase – as per point 6.6 – s/he is kindly requested not to complete the order procedure for said Products and to promptly report the anomaly by writing to customer@utilityspecifications.it. If despite having noted such an anomaly, the Consumer completes the purchase, the Seller reserves the right to cancel the order and refund the customer.

In such cases, the Seller will be on no account obliged to deliver the goods ordered.

7. PRODUCT SHIPPING AND DELIVERY

NOTE: In the case of free shipments, in the case of return or partial return of the goods, the amount of the shipment will be charged, deducting it from the refunded amount.

7.1 Orders are delivered to the Consumer's home by Express Courier or Italian postal service registered and are generally shipped within 72 hours of receipt of the order. In the event of delays due to unforeseen and unforeseeable circumstances, or for reasons of force majeure, the Consumer will be promptly informed and updated on the new shipping times expected.

The consumer will pay a contribution to the shipping costs of:

MAINLAND ITALY AND ISLANDS € 10,00

EU COUNTRIES € 19,00

NON-EU COUNTRIES € 30,00

(AT THE MOMENT OF PURCHASE THE CONSUMER CAN CHOOSE THE OPTION OF INSURED SHIPPING)

7.2. All shipments that are NOT expressly insured are sent without insurance and please note that all orders shipped with "free shipping" codes are not insured.

If the customer is eligible of free shipping by a code but it need a insured shipping, they must specify this in the order notes and prepay the amount of €10 to our PayPal account:

tailorspec@gmail.com

The order will be shipped after the insurance payment is received.

For more information regarding insured and uninsured shipments and the conditions that apply, please read carefully the following informations:

By accepting the terms of sale, the consumer declares to be aware that, in case of non-delivery for any reason, the seller will only reimburse the exact amount that the courier eventually refunds to the seller after the appropriate investigations. Therefore, it is understood that if the amount the courier recognizes for the loss is less than the invoiced purchase value, the seller is not obliged to refund more than what is stated in the fiscal documentation, which will be provided to the consumer in copy.

If the consumer chooses insured shipping, in case the shipment is lost by the courier or not delivered, the consumer undertakes to submit a direct complaint to the courier, following the procedures established by the courier's customer service, which must be contacted immediately by the consumer, also informing the seller of the problem that occurred.

The seller undertakes to follow the procedure by also filing a complaint and providing the consumer with all necessary assistance (sending documentary invoices, proofs of delivery, copies of the waybills, etc.), but is not authorized to reimburse the damage suffered until the courier has closed the necessary investigations with a favorable outcome for the consumer, which are, by the rules of the courier, estimated to take 60 working days.

As soon as the courier has refunded the insured product, the seller will immediately send the refund to the consumer.

It is also specified that duties, taxes, and any other costs related to the importation of goods into non-EU countries must always be requested from the courier acting as the customs agent.

The seller has no responsibility regarding the reimbursement of duties, taxes, and other charges.

Please write to customer@utilityspecifications.it for any further information and support.

7.3 The Consumer will receive an email when the order is entrusted to the Courier, containing a code that will allow the Consumer to monitor the progress of the delivery, please **CAREFULLY READ** the statements below:

Please track your shipment carefully with the tracking number provided to ensure you are at home upon delivery.

Remember that if the courier cannot find you at home, the shipment is sent to a "delivery point" and you may not be notified, **so it is your firm responsibility to follow the tracking on the courier's website: you can also use specific apps for this.**

IMPORTANT:

The customer is informed that if the courier is asked to change the delivery dates or to collect the shipments at the courier's "delivery points", it is the customer's responsibility to collect the shipment as soon as possible.

Any delays or losses will not be attributable to us.

In the event that the consumer does not collect the shipment, either at the address provided during the order, or at the courier's warehouses where the shipment will be stored, and the package is returned to the sender by the courier, no refund of the goods will be made.

If the consumer wishes the shipment to be made again, he will have to pay the shipping costs in advance plus a fixed sum of €15 for packaging and handling costs, plus the cost of shipping from the storage point to us which the courier will charge us.

7.4 The indicative, non-binding delivery times for the shipping mode used, except for unforeseen circumstances due to reasons of force majeure, as reported in the agreements with the Courier the Seller works with, are 2/4 working days throughout mainland Italy, with an average of two further working days for deliveries to the islands.

Delivery times for EU countries may be longer, depending on the destination address.

Delivery times for non-EU countries depend on any customs procedures in operation there, payment of duties, and/or import procedures in force in the destination countries, so they may be longer, and cannot be foreseen once customs procedures are applied to the shipment.

Once the order is entrusted to the Courier, the Seller no longer has the power to make changes to or reduce delivery times, demand delivery, or manage procedures of any kind, including customs procedures or procedures for the import of the shipment.

The Consumer, therefore, acknowledges that any such operations are in no way dependent on the Seller.

7.5 Working days are understood as being all days from Monday to Friday. They do not include Saturdays, Sundays, or any public holidays that fall on weekdays.

7.6 The Seller undertakes to do everything in their power to guarantee the delivery times indicated on the website, and, in any case, to ship Products within a maximum of 30 (thirty) days from the day after the date on which the Consumer sent the order. If despite the Seller's efforts, this proves impossible, the Consumer will be refunded.

8. PAYMENT

8.1 The Consumer may choose from the following payment methods:

- Credit card (Visa, MasterCard, and American Express circuits)
- PayPal
- Klarna

It is not necessary to own a PayPal account.

8.2 For credit card payments, the Consumer will be transferred to the PayPal website, where s/he can complete the payment procedure following the instructions of the PayPal site;

8.3 For payments using a PayPal account, the Consumer will be transferred to the PayPal payment page, where s/he can complete the payment procedure using the credentials of his/her PayPal account. The Consumer's credentials will be transmitted directly to the dedicated PayPal page, using encrypted transmission protocols.

8.4 Should it not be possible for the Seller to dispatch the order because the Products chosen are unavailable, the order will be canceled and the amount of the order, if already paid, will be refunded to the Consumer.

Should it not be possible to charge the amounts owed by the Consumer, the purchase process will be terminated and the order canceled.

The Products shall remain the property of the Seller until payment has been received in full. The Seller always reserves the right to cancel any order it deems appropriate without giving reasons to the customer.

8.5 The Consumer agrees to receive the receipt for the purchase made exclusively in electronic format.

8.6 We reserve the right to cancel the order if PayPal marks the purchase as "not eligible" for seller protection.

9. RIGHT TO WITHDRAW

9.1 The Consumer has the right to withdraw from the contract, without indicating the reason, within 14 days. The withdrawal period expires after 14 days from the date the Consumer physically takes possession of the goods, i.e. when the courier's website gives notification of the delivery.

9.2 During the sales periods, in the event that the customer intends to return the product, **a fixed amount of €6** will be retained for administrative costs.

IMPORTANT NOTICE: in the case of special sales of samples, prototypes, and end-of-series, the Seller, in the case of returns, will always retain shipping costs.

9.3 In the case of products in the SPEC-OPS section that occasionally offer "second choice product" that could have some defect that will be explained and shown to the customers in the description, **a return is not possible**, we kindly ask to contact us if you have some question about the "second choice" products.

In the specific case of purchases of "SPECIAL" garments, that is products "made to order" and on specific sales campaigns, in which the customer specifically accepts the advance payment of the entire purchase amount and the deferred shipment of the order, it is understood that the seller will not be accepted returns or changes in the size of the goods, so in case of "made to order", cancellations must take place within three days from the order confirmation sent by the seller to the consumer, after the cancellation all the payment made by the consumer will be refunded.

9.4 In the case of products that have undergone special treatments, such as a garment or piece dyeing (i.e. SUN&WIND fabrics) or washes that change the appearance of the fabric, or the colors of the same, and so on, this is clearly indicated in the product description, the customer is required to read the description correctly in case of purchase of such products no disputes will be accepted nor will product returns be accepted, relating to the appearance of the garments after use of the product or after washing at home and after being worn, with the acceptance of the terms and conditions the customer declares to have understood the point in question.

To exercise the right of withdrawal, in addition to the full acceptance of the conditions of sale, the Consumer is required to consult the specific **RETURNS PROCEDURES** section on the site, which is an integral part of the General Conditions of Sale.

For further clarification regarding the conditions for the return of the Product purchased, please write to customer@utilityspecifications.it

10 REFUND TIMES AND METHODS

10.1 After the Products have been returned, the Seller will carry out the necessary compliance checks, following the procedures as indicated in the RETURNS section.

10.2 Whatever the payment method used by the Customer, the refund will be made by the Seller using the same means, as promptly as possible and in any case within fourteen (14) days from the date on which the Seller is informed of the Consumer's decision to exercise the right of withdrawal, prior to verification that said right of withdrawal has been exercised correctly and that the Products returned have been accepted.

10.3 In the event the right to withdraw is exercised, and the recipient of the Products stated on the order form is not the person who made the payment of the sums due for their purchase, said sums may only be refunded by the Seller to the person who made the payment.

10.4 The costs for the return of the Product to the Seller must be paid by the Consumer, who must pay for transport of the goods to the Seller and customs/duty if any.

For more information on returns and costs in the event of sales or special sales, please read the RETURNS section.

10.5 The Consumer s/he must ensure that the Product is packaged adequately and that transport is entrusted to a reliable carrier. The goods for return must be accompanied by a tracking code so that transport and delivery can be verified. No refunds will be made for Products, even if defective and returned within the terms established by the law if said Products are sent in breach of the procedures above.

The Consumer is always liable in the event of loss or failure to deliver, theft, etc. in the event of deliveries returned using methods that have not been registered and cannot be tracked.

The Seller will provide a tracking number that could keep the Consumer constantly updated on the various stages of this process, it will be the Consumer's responsibility to inquire about the status of his shipment at the courier or postal service sites.

11. DATA PROTECTION

11.1 For information on how the Seller processes his/her personal data, the Consumer may access the Data Protection Policy section.

11.2 For any other information you may require on our Data Protection Policy, please write to customer@utilityspecifications.it or send a registered letter to the Seller's registered office.

12. LIABILITY

12.1. The Seller may not be held liable for failure to process the order within the time expected, or for failure to execute the Sales Agreement if such failures are ascribable to chance or to force majeure or for any reason that cannot be attributed to the Seller.

12.2. The Seller may not be held liable for any inconveniences or damage that may derive from misuse of the website or failure to observe the basic security measures the Consumer must adopt when creating an account, or from inappropriate use of the Seller's products.

13. INTELLECTUAL PROPERTY

13.1. All the contents, of the site, and the "pdf" catalogs eventually downloaded by the consumer, images, brand names, concepts, texts, technical descriptions of Products, logos, and graphics are the exclusive property of the Seller, who reserves all rights to them. Any reproduction of the website, in full or in part, is forbidden without the written authorization of the Seller.

Any improper use, alteration, or changes to brand names, logos, photographs of products, descriptions, texts, and anything else present on the website will be subject to prosecution.

13.2 The images present on the website may be downloaded for personal use only, and do not entitle the Consumer to any rights or claims regarding the material downloaded.

14. CONTACTS

14.1 Any request may be addressed to customer@utilityspecifications.it, or the Consumer may write directly to the Seller's operating office, indicated at point 1