

TERMS AND CONDITIONS OF SALE & PRIVACY NOTICE

1. Introduction

These General Terms and Conditions of Sale govern the purchase of women's shoes made via the website www.lamoniquecollection.it, offered by **The White Rose Wedding And Party Planning Snc**, represented by Alessandro Zanara and M. Olivero, with registered office at Viale Coni Zugna 7, Milan – VAT no. 07322790960 (hereinafter, the "Seller").

"Customer" refers to the individual making the purchase under this contract.

"Products" refer to the goods offered for sale by the Seller through the website.

2. Subject of the Contract

This contract covers the remote sale of women's shoes — standard or customized — made exclusively through the website by consumers as defined by Italian Legislative Decree 206/2005 (Consumer Code), as amended.

By accepting these terms, the Customer expressly declares to be purchasing for purposes unrelated to any business or professional activity.

The Seller reserves the right to amend these terms at any time. Any changes will take effect from the date of publication on the website and will not apply to orders already confirmed.

3. Purchase Procedure

The Customer may purchase the shoes available on the website by selecting them from the online catalog. For customized shoes, the Customer must specify their customization requests (e.g., inscriptions, colors, materials, etc.) during the purchase process.

Before placing the order, the Customer will be asked to review their cart, personal details, selected products and their prices, and shipping costs.

Once the order is submitted, the Customer will receive a confirmation email at the address provided during checkout.

4. Prices and Payments

All prices are in Euros and include VAT, but exclude shipping costs.

Payment methods are those indicated on the website.

The order will be processed, and ownership of the product transferred, only once payment is successfully received.

If payment cannot be processed for any reason, the order will be automatically canceled, and the sale considered null under Article 1456 of the Italian Civil Code. The Customer will be notified via automated email.

5. Shipping and Delivery

The Seller undertakes to deliver the products to the address provided by the Customer within the timeframe specified before checkout.

Shipping is available in Italy and to EU countries.

Delivery times and costs vary by destination and will be shown before order confirmation.

For customized shoes, production times may vary depending on the customization requested and will be disclosed prior to order completion.

All products are subject to availability. If a product is temporarily unavailable, the Customer will be informed promptly and refunded without delay.

If the product arrives damaged (presumably during transport), the Customer may refuse the delivery and notify the Seller immediately, who will handle the dispute with the courier and arrange for a new shipment.

6. Right of Withdrawal

In accordance with Articles 52 et seq. of the Consumer Code, the Customer has the right to withdraw from the purchase without penalty within 14 days of delivery — excluding customized products.

Under Article 57(1), the Customer must return the product within 14 days of communicating the withdrawal. Return shipping costs are the sole responsibility of the Customer. The Customer is also responsible for the parcel until delivery. Loss or damage during return may affect the refund.

Packages sent with charges to the recipient will not be accepted.

The Seller will issue a full refund within 14 days of receiving the returned goods or receiving proof of return, whichever comes first.

To exercise the right of withdrawal, the Customer must send a written notice to:
thewhiterose@pec.it

The Customer is liable for any reduction in the value of the product caused by improper handling.

7. Exclusion of Right of Withdrawal for Customized Products

In accordance with Article 59(1)(c) of the Consumer Code, the right of withdrawal does not apply to customized goods.

Therefore, shoes made upon specific request (e.g., color/material changes, inscriptions, etc.) cannot be returned unless defective.

8. Legal Guarantee of Conformity

The Seller is liable for any conformity defects appearing within **two (2) years** from delivery.

Unless proven otherwise, any defect arising within **twelve (12) months** from delivery is presumed to have existed at the time of delivery.

If a defect arises, the Customer is entitled to **repair or replacement** of the product at no extra cost, unless this is impossible or excessively costly.

If repair/replacement is not carried out in a reasonable time, or the defect persists or is serious, the Customer may request a **price reduction** or **contract termination** (the latter not available for minor defects).

To activate the warranty, the Customer must contact **thewhiterose@pec.it**, describing the defect and (if possible) attaching photos/videos.

Exclusions:

- Characteristics required by law
- Damage caused by improper use, accidents, neglect, or non-compliance with care instructions

9. Failure to Collect the Package – Contract Termination

Package collection is the Customer's responsibility. Upon shipping, the Seller will send a tracking email.

If delivery fails on the first attempt, a second will be made. If the address needs to be updated, the Customer must notify the Seller promptly.

If both delivery attempts fail, the package will be held in storage by the courier. If uncollected by the deadline, it will be returned to the Seller.

The Customer may request reshipment at their own expense within **5 days** of notification. If no request is made, the contract is considered terminated.

Any refund will exclude non-recoverable shipping costs.

If a refund via the original payment method is not possible, the Seller may request bank details or issue a store credit of equal value.

10. Privacy and Data Protection

The Seller complies with GDPR (Regulation EU 2016/679) and guarantees the lawful, fair, and transparent processing of personal data.

Data is collected solely for order management, delivery, and post-sales support, in accordance with the site's **Privacy Policy** and applicable privacy regulations.

11. Communications and Complaints – ODR Platform

The Seller can be contacted at: info@lamoniquecollection.com

In case of disputes, Customers may file a complaint via the **European Online Dispute Resolution platform**:

<https://ec.europa.eu/consumers/odr/>

12. Applicable Law and Jurisdiction

This contract is governed by **Italian law**.

For any disputes concerning the interpretation, execution, or termination of these conditions, the **Customer's local court** shall have jurisdiction.

If any clause is found to be invalid, the remaining clauses will remain in force, unless the clause in question is deemed essential to the contract.

PRIVACY NOTICE

Pursuant to Regulation (EU) 2016/679 (GDPR), the Seller informs Customers that the personal data collected during the purchase process is processed lawfully, fairly, and transparently, solely for purposes connected to order management, delivery, and accounting obligations.

Providing personal data is necessary for the completion of orders and related support. Data will not be disclosed and will only be shared with third parties involved in order fulfillment (e.g., couriers, banks, accountants).

Customers may exercise their GDPR rights (Articles 15–22) at any time by writing to:
info@lamoniquecollection.com