

General Terms and Conditions

These general terms and conditions (hereinafter "General Terms and Conditions") govern the operations that users (referred to as "Users") may carry out on the Platum Store website that can be reached on the link <https://www.platum.store> owned by Platum S.p.A., with registered office in via Bargellino, 10 | 40012 Calderara di Reno (BO) (hereinafter "**Platum S.p.A.**").

The Platum Store Site is the official e-commerce of Platum S.p.A. (hereinafter "Platum Store"), managed by Platum S.p.A.. This site allows all interested Users (referred to as "Buyer(s)") to purchase products (hereinafter "Product(s)") that are offered for sale directly within the platform itself

Within the Platum Store Site, Users are provided with all the information required by the regulations in force for distance contracts, as defined by Article 45, Paragraph I, letter g) of Legislative Decree 206/2005 (known as the "Consumer Code").

Please note that, as far as the Platum Store Site is concerned, Platum S.p.A. qualifies as a trader within the meaning of the Consumer Code, since it is a legal person operating within the scope of its commercial, industrial, handicraft or professional activity.

Validity of these General Terms and Conditions

By purchasing Products on Platum Store, the User declares to have read, understood and fully accepted the General Terms and Conditions and agrees to be bound by them. The General Terms and Conditions may be printed or saved on a durable medium in accordance with current legislation.

You acknowledge and accept that Platum S.p.A. may amend the General Terms and Conditions at any time for technical or organisational reasons or to adapt to new regulations. The updated version will be published on Platum Store. If the User does not agree with the changes, he/she is advised not to use the services offered and not to make any purchases from the Platum Store. However, the changes will not apply to Products purchased before their entry into force. The sale and purchase of Products on the Platum Store Site constitute a distance contract governed by Articles 45 et seq. of the Consumer Code.

With specific reference to Sales on the Platum Store Site, the General Conditions applicable to the specific act of purchase made by the Purchaser are those in force on the date of finalisation of the purchase procedure.

1. Registration to Platum S.p.A. Sites

On the Platum Store website, users who have reached the age of majority, regardless of their consumer status, have the opportunity to register free of charge (hereinafter "Registration"). This process involves the creation of a personal account (hereinafter 'Personal Account') by filling in the data requested by Platum S.p.A., with the possibility of withdrawing at any time at no cost.

1. Registration requires the input of certain personal data of the user, which will be processed in accordance with the GDPR. The user is required to provide accurate and truthful information, in particular a valid email address, which is essential to receive confirmation of registration and other communications from Platum S.p.A.. The user has the possibility to update his/her personal data at any time.
2. The user acknowledges and accepts that if inaccurate, untruthful or incomplete data is provided during registration, Platum S.p.A. may not be able to provide the service. Platum S.p.A. reserves the right not to activate or deactivate registration without prior notice until the user corrects the data entered.
3. During registration, users must enter their identification data and choose a password. Once registration is complete, a user name (username) will be assigned, which can be changed via a procedure available on the Platum S.p.A. websites.
4. Platum S.p.A. reserves the right to verify that the profile photo, the data entered and the username chosen by the user comply with the law, public morality and decency. In case of violation, Platum S.p.A. may obscure the profile photo and replace the username with an automatically generated one, informing the user by e-mail.
5. The user is responsible for all actions performed using his username and password. You are obliged to keep these credentials confidential and to guard them carefully.

2. Purchase transactions on the Platum Store Site

1. Users who are 18 years of age or older and are acting as consumers (i.e. end users, not in the course of their employment and excluding public entities), may only make purchases from Platum Store after registering or filling in the necessary purchase data:
 - a) Registration pursuant to Art. 1
 - b) correct compilation of the data necessary for the purposes of purchase even in the absence of Registration; this circumstance will prevent the creation of the Reserved Area as defined below.
2. Since registration is a process that allows users to make purchases with monetary transactions, the credentials (username and password) issued at the end of the registration process, which provide access to a restricted area of the Platum Store site, must be kept with the utmost care and may not be disclosed or given to third parties for any reason.
3. Through the Reserved Area, users can perform a number of operations including:
 - a) Management of personal data entered during Registration or in the course of purchasing procedures;
 - b) Management of one's own payment instruments, credit cards used for purchases on the Platum Store site;
 - c) Consultation of orders placed on the Platum Store website;

- d) Checking the status of shipments;
 - e) Returns management;
 - f) Management of issued consents.
4. Registered Users, or those who have filled in the required fields in Article 4.1(ii) within the Platum Store Site, may make purchases on the Platum Store Site.
5. For the purpose of concluding any Sale, Platum S.p.A., in compliance with applicable legislation, informs the Buyer that:
- a) The buyer is required to complete an electronic order form (hereinafter 'Order'), which, once completed, is sent to Platum S.p.A. via the Platum Store Site;
 - b) The purchase contract is deemed to be concluded when the Order is received in the management system of Platum S.p.A. and registered by the latter;
 - c) the Platum Store website, once the Order has been received and registered, will send the Purchaser an e-mail confirming the Order (hereinafter "**Order Confirmation**"), which will contain the following information:
 - Order number;
 - Shipping and billing data;
 - Products purchased;
 - Delivery charges;
 - Type of payment used;
 - Information on the possible exercise of the right of withdrawal;
 - Link to these General Terms and Conditions.
6. Pursuant to Article 49-bis, letter (a), of the Consumer Code, Platum S.p.A., as operator of the Platum Store website, makes available to Users a dedicated section listing the main parameters used to determine the classification of the Products displayed as results of searches performed on the Platum Store website.

3. Products

1. Within the Platum Store, shoppers are offered a wide range of products spanning different product categories, enabling them to satisfy a variety of purchasing needs.
2. Each Product offered for sale is accompanied by a product sheet (hereinafter referred to as the 'Product Sheet') stating, inter alia:
 - a) Product Description;
 - b) Sale price;
 - c) Methods of payment;
 - d) Delivery time.

3. It should be noted that the Product Sheet provides a description of the Product's characteristics for information and illustrative purposes only, without any definitive sales commitment.

4. Price and method of payment

1. The prices of Products available for sale on the Platum Store website, as well as delivery charges, are in Euro and include VAT.
2. Please note that the price stated in the Order and the Order Confirmation is the price that will be charged to the Buyer, regardless of any subsequent price changes.
3. Products may be purchased according to the methods indicated below, with the possibility of requesting or not requesting the issue of an invoice by the Seller. In particular, payment for the Products may be made through the following options:
 - a) Credit Card. In this case, the actual charge to the Buyer will be made at the time of dispatch of the Order;
 - b) PayPal. In this mode, the actual charge to the Buyer will be made when the Order is shipped;
 - c) Payment by instalments: Through Klarna the actual charge to the Buyer will be made when the Order is dispatched
 - d) Bank transfer: In this case, shipment will only take place once the transfer amount has been credited to the account of Platum S.p.A.
4. In the event of an invoice request, Platum S.p.A. will generate the fiscal document using the information provided by the Buyer, who assumes full responsibility for it, through the appropriate form available on the Platum Store website.
5. On the Platum Store website, in particular on each Product Sheet, the payment methods accepted, as described in Article 4.5 above, are clearly specified, together with the expected delivery time.

5. Methods of delivery

1. Unless otherwise specified on the Platum Store website, delivery costs of the Products are borne by the Buyer.
2. Products purchased through the Platum Store website can only be delivered within the national territory and to the address provided by the Buyer at the time of the Order.
3. Delivery costs, including VAT, are separately and clearly indicated to the Buyer during the purchase procedure, in the Order Summary, in the Order itself and in the Order Confirmation.

4. The Products will be delivered:
 - a) At street level;
 - b) Monday to Friday during office hours, excluding public holidays.
5. The Purchaser acknowledges and accepts that the collection of the Products purchased on the Platum Store website is his specific responsibility; the Purchaser is therefore obliged to collect the Products at the address indicated in the Order.
6. In the event of non-delivery due to the Buyer's absence or for other causes not attributable to the courier, the latter may leave a notice at the delivery address to report the failed delivery attempt; it will be the Buyer's responsibility to contact the courier and request a new delivery. If for any reason the Buyer does not collect the Products, they will be returned to Platum S.p.A., which will reimburse the Buyer for the full amount paid.

6. Right of Withdrawal

The user has the right to withdraw from the contract concluded via the [platum.store](#) website ('Site'), without stating reasons, within 14 days.

The withdrawal period expires after 14 days:

- (a) in the case of a contract of sale relating to a single good, from the day on which the user or a third party other than the carrier and appointed by him acquires physical possession of the goods; or
- (b) in the case of a contract of sale relating to multiple goods ordered in a single order and delivered separately, from the day on which the user or a third party other than the carrier and designated by the carrier acquires physical possession of the last good; or
- (c) in the case of a contract of sale relating to the delivery of goods consisting of multiple lots or pieces, from the day on which the user or a third party other than the carrier and designated by him acquires physical possession of the last lot or piece.

To exercise your right of withdrawal, you must inform Platum S.p.A. (Servizio Recessi Via Bargellino, n. 10 c/d, Calderara di Reno (BO) 40012, recesso@platum.com) of your decision to withdraw from the contract by means of an explicit declaration (e.g. letter sent by post or e-mail). For this purpose, the user may use the Type of Withdrawal Form available at the bottom of the page, but it is not compulsory.

In order to comply with the withdrawal period, it is sufficient for the user to send the communication concerning the exercise of the right of withdrawal before the withdrawal period expires.

Effects of withdrawal

In the event of withdrawal, the user will be reimbursed all payments made in favour of Platum S.p.A. in relation to the product subject to withdrawal, including delivery costs, if any, in the case of single orders and excluded in the case of partial withdrawal from multiple orders (since such costs are attributable to the delivery of the products for which the withdrawal has not been exercised and since their amount does not depend either on the number of products ordered or on their weight, being calculated in a fixed amount), without undue delay and, in any case, no later than 14 calendar days from the day on which Platum S.p.A. is informed of the decision to withdraw. On the other hand, the delivery costs will be refunded if the withdrawal concerns all the products of the multiple order. All refunds will be made using the same means of payment used by the user for the initial transaction, unless otherwise agreed. In any case, the user shall not incur any costs as a consequence of the refund. The refund may be suspended until receipt of the goods or until the user proves that he/she has returned the goods, whichever is earlier.

The user is requested to send back the goods, adequately protected and packaged, to Platum S.p.A. (Servizio Recessi Via Bargellino, n. 10 c/d, Calderara di Reno (BO) 40012), using a carrier of his choice and at his own expense, without undue delay and in any case within 14 days from the day Platum S.p.A. received the product in its warehouse. The deadline is met if the user returns the goods before the expiry of the fourteen-day period. The direct costs of returning the goods are the responsibility of the user, as well as the responsibility for transporting the goods. In any case, the user is only liable for the diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The user is reminded that the product must be stored, handled and inspected with normal diligence and returned intact, complete in all its parts, fully functional, accompanied by all accessories and illustrative sheets, with the identification tags, labels and disposable seal, where present, still attached to the product and intact and not tampered with, as well as perfectly suitable for its intended use and free of signs of wear or dirt. In this respect, please note that: a) in order to establish the nature, characteristics and functioning of the products, the user may only handle and inspect them in the same manner as he would be allowed to do free of charge in a physical shop; b) checks will be carried out to verify that the product for which the withdrawal has been exercised has not been subjected to any handling other than that necessary to establish the nature, characteristics and functioning of the product (e.g. (e.g.: the presence of wear and tear in the wheels of e-bikes and e-scooters will be checked; the number of kilometres possibly travelled by the vehicle will be checked, etc.)). Moreover, withdrawal applies to the product in its entirety. It cannot therefore be exercised in relation to parts and/or accessories of the product. In the event that the product's packaging or wrapping bears the product's serial code and/or other product identification codes, such as, for example, for e-bikes and e-scooters, the packaging or wrapping constitutes part of the product and, consequently, the product must be returned in its original packaging or wrapping, suitably protected, in any case, with suitable filling materials to avoid damage

during transport. The Product Page may indicate whether the original packaging or wrapping is to be considered part of the product, for the purposes of exercising the right of withdrawal.

Finally, please note that the right of withdrawal is excluded in the cases provided for in Article 59 of Legislative Decree No. 206/2005 - Consumer Code.

7. Legal warranty and conventional warranty

The warranty regime resulting from Sales made on the Platum Store website by any Seller varies depending on whether the Purchaser qualifies as a consumer under the Consumer Code or not; in particular, the Purchaser is a consumer or not depending on whether or not he/she has (or has not) purchased the Products for purposes unrelated to his/her commercial, craft or professional activity.

A Buyer who qualifies as a consumer under the Consumer Code benefits from the legal guarantee of conformity provided by Platum S.p.A. on any goods sold (hereinafter 'Legal Guarantee').

Otherwise, the Purchaser who does not qualify as a consumer under the Consumer Code shall only benefit from the guarantees provided for in the Civil Code in accordance with the terms and conditions therein.

Legal Warranty

Legal Warranty Information

All products sold on this platum.store website ('Site') are covered by the legal conformity warranty provided for in Articles 128-135 of the Consumer Code ('Legal Warranty').

To whom it applies

The Legal Warranty is reserved for consumers. Please note that the purchase on the Site is only allowed to users who are consumers (and who have reached the age of eighteen years), meaning consumers are natural persons who, in relation to the purchase of products through the Site, are acting for purposes unrelated to any entrepreneurial, commercial, professional or craft activity carried out.

When it applies

The seller (and, therefore, as far as purchases made on the Site are concerned, Platum S.p.A.) is liable to the consumer for any conformity defect existing at the time of delivery of the product and which becomes apparent within two years from said delivery.

Unless proven otherwise, any conformity defects that become apparent within one year of delivery of the product shall be presumed to have already existed on that date, unless this assumption is incompatible with the nature of the product or the nature of the conformity defect. From the seventh month following delivery of the product, on the other hand, it will be the consumer's burden to prove that the conformity defect already existed at the time of delivery of the product.

In order to benefit from the Legal Warranty, you must therefore first provide proof of the date of purchase and delivery of the good. It is therefore appropriate, for the purposes of such proof, to keep the order confirmation e-mail or the purchase invoice, if required, or the transport document or any other document that can attest to the date of the purchase (e.g. credit card or bank statement) and delivery.

What is a lack of conformity A lack of conformity exists when the goods purchased:

1. are not suitable for the use for which goods of the same type are normally used;
2. do not conform to the description made by the seller and do not possess the qualities of the goods that the seller has presented to the consumer as a sample or model;
3. does not have the usual qualities and performance of goods of the same type which the consumer can reasonably expect, taking into account also statements made in advertising or labelling;
4. is not suitable for the particular use intended by the consumer and which has been brought to the seller's attention by the consumer at the time of the conclusion of the contract and which the seller has accepted.

Therefore, failures caused by accidental events or by your liability or by use of the product not in accordance with its intended use and/or the particular storage conditions and/or conditions of use are excluded from the scope of the Legal Warranty.

Remedies available to the user

In the event of a conformity defect duly reported within the terms, the user is entitled - as a primary remedy, to repair or replacement of the goods free of charge, at the user's option, unless the remedy requested is objectively impossible or excessively onerous compared to the other remedy;

- as a secondary remedy (i.e. if repair or replacement is impossible or excessively onerous, or if repair or replacement has not been carried out within a reasonable time, or if repair or replacement previously carried out has caused considerable inconvenience to the consumer), to a price reduction or termination of the contract, at the user's option.

The remedy sought is excessively expensive if it imposes on the seller unreasonable expenses in comparison with alternative remedies available, taking into account (i) the value which the goods would have if there were no lack of conformity; (ii) the extent of the lack of conformity; (iii) whether the alternative remedy can be effected without significant inconvenience to the consumer.

What to do in the event of a conformity

defect In the event that a product purchased on the Site, during the period of validity of the

Legal Warranty, manifests what could be a conformity defect, the user may contact Customer Service at the following addresses

- by e-mail, at the address servizioclienti@platum.com
- by post, at the address: Platum S.p.A. Customer Service Via Bargellino, n. 10 c/d, Calderara di Reno (BO) 40012.

In all cases, prompt acknowledgement of the notification of the alleged conformity defect will be given and the user will be informed of the specific procedure to be followed, also taking into account the type of product and/or the defect reported, without prejudice to the seller's commitment to close the file, assessing the reported defect as not existing or, if the defect does exist, implementing the remedies chosen by the purchaser or agreed with him, within a maximum term of 15 working days from the reporting of the defect, except in exceptional events and/or during holiday periods (e.g. August), including the month of August, when the defect is reported: the month of August), including any lockdowns, including local lockdowns, due to the current health emergency and/or other restrictive measures attributable to the same).

The vendor reserves the right to ask the user to enclose with the request to make use of the Legal Warranty the order confirmation e-mail or other document proving the date the purchase was made and the date of delivery as well as elements proving the existence of the defect claimed (e.g.: if the defect is visible, the photographic documentation supporting the request or, if the defect is not visible, a detailed description of the same).

Conventional Guarantee

Products sold on the Platum Store website may be covered by a conventional warranty issued by the manufacturer of the Product (hereinafter 'Conventional Warranty').

It is understood that:

1. the Conventional Guarantee is voluntary in nature and in no way replaces the Legal Guarantee where the latter is applicable;
2. the Purchaser may enforce the Contractual Guarantee only and exclusively against the manufacturer of the Product;
3. The terms and conditions of the Conventional Guarantee are described and detailed in the guarantee certificate inside the Product packaging.

8. Privacy

1. Platum S.p.A. will process Users' data in accordance with current legislation on the processing of personal data.

2. For further information on the processing of Users' data, please see the Privacy Policy.

9. Intellectual Property

1. Except for the contents posted by Users using all available features, the contents present on the Platum Store website, including texts, images, trademarks and other distinctive signs (hereinafter "Contents"), are the exclusive property of their respective owners. Any unauthorised reproduction or use of the Content is prohibited.
2. By using the Platum Store Site, the User does not acquire any rights to the Content published on the Site.
3. The User undertakes not to extract or use the Content, in whole or in part, without the written consent of the rightful owner. Furthermore, the User undertakes not to use data mining techniques, robots or similar devices for such purposes. It is also forbidden to decompile the Platum S.p.A. software used for the creation and management of the Platum Store, as well as to introduce malware, viruses, trojans or any other software that may damage, in whole or in part, the Platform, its functionalities or third parties.

10. Platum Store Site Reviews

1. The Buyer may post comments and/or reviews on one or more Products purchased from the Platum Store, in accordance with these General Terms and Conditions
2. The Buyer undertakes to enter reviews or comments that are truthful, lawful and in no way violate the rights of third parties or Platum S.p.A. itself.
3. It is understood that Platum S.p.A., as the owner of the Platum Store site, does not guarantee the permanence of the reviews online and shall have the right at any time to remove said reviews if it becomes aware, in any way (including through reports, warnings, claims, demands and/or questions from third parties in relation to the same reviews or comments) that the reviews may cause damage to third parties or to itself.

11. Customer Support and Complaints on the Platum Store Site

With reference to the Platum S.p.A. Sales, each Buyer shall be entitled to request information, send communications or submit complaints through the form available in the private area of the Site.

12. Law Enforcement and Dispute Resolution

1. These General Conditions and the relationship between Platum S.p.A. and the User are governed by Italian law.
2. For any dispute relating to the application, execution and interpretation of these General Conditions, the competent court shall be the court of the place where the User has his residence or elected domicile if he is a private user.
In the event that the Purchaser is a company, the court of jurisdiction is Bologna.
3. The application of the more favourable and mandatory provisions of the law of the country in which the User has his habitual residence is guaranteed for Users who do not have their habitual residence in Italy.
4. Users residing in an EU Member State other than Italy may also have access to the European Small Claims Procedure, established by Council Regulation (EC) No. 861/2007 of 11 July 2007, provided that the value of the claim does not exceed EUR 2,000.00, excluding interest, fees and expenses. The text of the regulation is available at www.eur-lex.europa.eu.
5. In any case, the User shall retain the right to appeal to the competent ordinary courts for disputes arising from these General Terms and Conditions, as well as the possibility, if the prerequisites are met, to initiate an out-of-court settlement of disputes relating to consumer relations, resorting to the procedures provided for in Part V, Title II - bis of Legislative Decree 206 of 6 September 2005.