

Legal Warranty Information

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

Who it Applies To

The Legal Warranty is reserved for consumers. Please note that purchases on the website are allowed only for users classified as consumers (who must also be at least eighteen years old). Consumers are defined as individuals who, in relation to purchasing products through the website, act for purposes unrelated to their entrepreneurial, commercial, professional, or artisanal activities.

When it Applies

The seller (and, for purchases made on the website, Platum S.p.A.) is responsible to the consumer for any lack of conformity existing at the time of delivery of the product and manifesting within two years of that delivery. Unless proven otherwise, defects of conformity that appear within one year of product delivery are presumed to have existed at that time, unless this assumption is incompatible with the nature of the product or the defect. From the seventh month after delivery, the burden of proof that the defect existed at the time of delivery falls on the consumer.

To avail yourself of the Legal Warranty, you must provide proof of the date of purchase and delivery of the product. Therefore, it is advisable to retain the order confirmation email, the purchase invoice (if requested), the shipping document, or any other document that can prove the date of purchase (e.g., credit card or bank statement) and delivery.

What Constitutes a Lack of Conformity

A product is considered to have a lack of conformity when:

1. It is not fit for the purposes for which goods of the same type are normally used.
2. It does not conform to the description provided by the seller or does not possess the qualities of the product presented as a sample or model.
3. It does not have the qualities and performance characteristics typical of goods of the same type, which the consumer can reasonably expect, taking into account advertising or labeling.
4. It is not suitable for the particular purpose communicated to the seller at the time of contract conclusion, provided the seller has accepted this purpose.

The Legal Warranty does not cover defects caused by accidental damage, the consumer's actions, or misuse of the product contrary to its intended purpose and/or specific storage or usage conditions.

Remedies Available to the Consumer

In the event of a duly reported lack of conformity, the consumer is entitled to:

- Primarily: free repair or replacement of the product, at their choice, unless the chosen remedy is objectively impossible or excessively costly compared to the alternative.
- Secondly: (if repair or replacement is impossible, excessively costly, not completed within a reasonable timeframe, or if previous repairs/replacements caused significant inconvenience) a price reduction or contract termination, at their choice.

A remedy is considered excessively costly if it imposes unreasonable expenses on the seller compared to alternative remedies, taking into account:

- (i) the product's value without the defect,
- (ii) the significance of the defect, and
- (iii) whether the alternative remedy can be provided without significant inconvenience to the consumer.

What to Do in Case of a Lack of Conformity

If a product purchased on the website shows a potential lack of conformity during the validity period of the Legal Warranty, you can contact Customer Service through the following channels:

- **By email:** servizioclienti@platum.com
- **By mail:** Platum S.p.A. Customer Service, Via Bargellino, n. 10 c/d, Calderara di Reno (BO) 40012

In all cases, a prompt response will be provided to the report of the alleged lack of conformity, and you will be provided with specific instructions to follow, depending on the product type and/or the defect reported. The seller commits to resolving the matter, either determining the defect as unfounded or addressing the defect with the chosen or agreed-upon remedies, within a maximum of 15 business days from the defect report, barring exceptional circumstances (e.g., August vacation period, local lockdowns, or restrictive measures due to the current health emergency).

The seller reserves the right to request that the consumer include the order confirmation email or other documents proving the purchase and delivery date, as well as evidence of the reported defect (e.g., photographic documentation for visible defects or a detailed description for non-visible defects).