

SALE TERMS

1. Object

1.1. These General Terms and Conditions of Sale (hereinafter, the *General Conditions*) concern the regulation of the purchase of Products, carried out remotely, by means of a special device (hereinafter "Device") made available at the stores of L'INNOMINATO S.p.A. (hereinafter referred to as the L'INNOMINATO) with registered office in via Giorgio and Guido Paglia n. 1/D - 24122 BERGAMO, Tax Code and Registration Number in the Company Register of Bergamo n. 03328460161, VAT number 03328460161, R.E.A. of Bergamo N. 368813.

2. Acceptance of the General Sale Conditions

2.1. All purchases of Products made through the Device (hereinafter, the Purchase Contracts) by the users, who access it (hereafter, the Customers) are regulated by these General Conditions and by the Italian Consumer Code (Legislative Decree N. 206/2005), section II Distance Contracts (articles 50 - 67).

2.2. With the conclusion of the Purchase Agreements, according to the procedure, the Customer accepts and undertakes to observe these General Conditions.

2.3. The L'INNOMINATO can change the contents of the General Conditions at any time and without prior notice. For each individual Purchase Agreement, this General Terms and Conditions - published at the time the Customer places the purchase order on the L'INNOMINATO website www.percassi.it - will apply.

3. Products

3.1. All the products offered by L'INNOMINATO are detailed in the L'INNOMINATO shops, on the Device made available to the Customer.

3.2. The visual representation of the Products on the Device is indicative and normally corresponds to the photographic image of the Products and it has the sole purpose of presenting them for sale, without any guarantee or commitment on the part of L'INNOMINATO regarding the exact correspondence of the image depicted on the Device with the real Product; with particular regard to its actual dimensions and / or the chromatic aspects of the Products and / or the packages.

3.4. In case of difference between the image and the written product sheet, the description of the product sheet always prevails.

4. Purchase Procedure

4.1. The Customer can purchase the Products indicated in the electronic catalog, illustrated in detail on the Device within the respective sections by product category, as described in the relative information sheets contained in the Device, respecting the technical access procedures illustrated therein.

4.2. The Customer will have to proceed with the registration on the Device to allow the conclusion of the purchase and the shipment of the Products, entering their personal details, following the instructions provided by the registration program. Purchase orders must be exactly filled out in their entirety.

5. Conclusion of the Agreement

5.1. The publication of the Products displayed on the Device constitutes an invitation to the Customer to formulate a contractual purchase proposal. The order sent by the Customer has the value of a contractual proposal and implies full knowledge and full acceptance of these General Conditions.

5.2. Each Purchase Agreement stipulated between the L'INNOMINATO and the Customer shall be considered concluded with the payment of the price. The purchase confirmation will be sent to the Customer's email

address. This confirmation message will indicate an "Order Number", to be used in any subsequent communication with the L'INNOMINATO. The message will propose, in addition to the mandatory information by law, all the data entered by the Customer who undertakes to verify its correctness and to promptly communicate any correction. Possible increases in costs caused by errors in data not promptly reported, will be the sole responsibility of the Customer.

6. Product prices

All Product prices are clearly indicated on the Device and are inclusive of VAT.

7. Invoicing and payment methods

7.1. The L'INNOMINATO will issue a receipt of the Products purchased at the time of payment of the price of the Products.

7.2. As better detailed below at the relevant points, payments by Credit Card/Debit Card only require an authorization or a reservation of money without an actual charge when the Customer places the order. The payment is therefore effectively charged to the Customer only when the Products are delivered to the courier in charge of the shipment. In this phase the L'INNOMINATO will also issue the invoice for the order.

7.3. Payment for the Products purchased is made by credit/debit card in the manner specified below:

Credit/Debit cards

The accepted credit cards are: Visa, Mastercard, American Express.

All data is transferred in encrypted form using an SSL certificate and cannot therefore be intercepted by external parties.

Furthermore, data entry takes place directly on the Bank's website, thus guaranteeing maximum security. The order amount is not immediately charged to the card, but at a later stage, within the limits authorized by the Customer.

When the order is placed on the L'INNOMINATO website, only a payment authorization is requested for the amount indicated (very often at this time an SMS / E-mail is sent to the Customer by the bank that issued the paper).

The authorization does not imply the debit of the money but simply a reservation of the relative amount.

When the order is sent to the courier, shipper or otherwise to another person appointed by the L'INNOMINATO for delivery, the amount due is actually charged.

This guarantees that the sum is debited to the credit card only at the time of material and certain shipment of the Products and only for the amount relating to the Products actually shipped.

8. Delivery methods and costs

8.1. The L'INNOMINATO undertakes to deliver the goods, directly or through third-party companies appointed for this purpose, without undue delay and in any case no later than thirty days from the conclusion of the contract. The delivery of the Products will be made by courier, and the times will vary depending on the destination. The terms indicated at the time of the purchase order are indicative.

8.2. In compliance with the provisions of EU Regulation 2018/302, it will also be possible for Customers who are citizens of the European Union but not residents of Italy to purchase Products on the Device. The Customer (Italian and / or resident in one of the member states of the European Union) is nevertheless aware and accepts that the L'INNOMINATO, directly or through third-party companies appointed for this purpose,

delivers the Products exclusively throughout the national territory (Italy) to the address indicated by the Customer and / or at the collection points indicated in the following art. 8.4 bis (present on the Italian territory), and delivery will take place without an appointment.

8.3. No responsibility, for any reason, may be charged by the Customer to the L'INNOMINATO in case of delay in the order or delivery of the Products covered by the Purchase Contracts.

8.4. The ordered Products will be sent to the postal address specified by the Customer. Upon delivery of the Products to the courier in charge, a shipment confirmation e-mail will be sent to the Customer.

8.4 bis. - Delivery to the NIKE sales outlet

The Customer will also have the right to choose to receive the Products at the point of sale where the order was made by Device. Delivery will be deemed completed when the Products are delivered at the point of sale chosen by the Customer.

Based on the information indicated by the Customer in the order, he will be informed by e-mail of the arrival of the package containing the Products.

The Products will remain available to the Customer at the collection point for a period of 14 calendar days. After this period, the L'INNOMINATO will reimburse the amount paid by the Customer, net of the costs of returning the Products and the costs of storing them. The termination of the contract and the refund amount will be communicated via e-mail. The refund amount will be credited to the payment method used by the Customer for the purchase.

The Customer can pick up the Products only after completing the "collection receipt" which will be delivered to him at the collection point. The Customer must necessarily indicate the order code (contained in the order confirmation email sent by), the shipping code (sent by the courier) as well as the name, surname and identity document number of the person collecting.

In the absence of this information, the package containing the Products cannot be delivered to the Customer.

8.5. Deliveries will be made from Monday to Friday, during normal office hours, excluding national holidays in the manner indicated by the courier chosen by the Customer. The delivery is considered completed when the Product is made available to the Customer at the address specified in the order form.

In case of impossibility to deliver, orders will be shipped to the delivery hub for collection by the Customer:

- Notification of first attempt dropped at mailbox of the Customer:
 - Products will be re-routed to nearest pickup point upon showing of notification (ready for pick-up)
 - In case Products are picked up by customer – delivery is completed
 - If Products are not picked up, they will be re-routed to carrier local hub and delivered at Nike hub
- Notification of first attempt followed by second attempt
 - If Customer is not available
 - Products will be re-routed to nearest pick-up point
 - In case Products are picked up by customer – delivery is completed

- If Products are not picked up – they will be re-routed to carrier local hub and delivered at Nike hub

Customer always gets notified via note in their mailbox and/or text/mail message stating they attempted delivery but were unsuccessful. After 30 (thirty) days from the date on which the Products subject to the order were returned to L'INNOMINATO due to the impossibility of delivery, the contract will be terminated and the purchase order canceled pursuant to art. 1456 of the Italian Civil Code. L'INNOMINATO will reimburse the amount paid by the Customer net of the costs of returning the Products.

8.6. The termination of the contract and the refund amount will be communicated via e-mail. The refund amount will be credited to the payment method used by the Customer for the purchase. In the event that, prior to the expiration of the thirty days, the Customer requests to receive again the purchased Products, L'INNOMINATO will proceed with the new delivery subject to the charge, in addition to the expenses thereof, of the costs of returning the Products to L'INNOMINATO and of the custody fees.

8.7. At the time of delivery of the Products by the courier appointed by the L'INNOMINATO, the Customer is required to scrupulously check:

- a) That the break-in label is intact and the packaging is not damaged or otherwise altered.
- b) That the number of pieces being delivered corresponds to what is indicated in the transport document.

8.8. Any damage to the break-in label, to the packaging and to the Products or the mismatch in the number of pieces / packages or indications must be immediately contested by the Customer, who may contact Customer Service <https://www.nike.com/help/#contact> specifying the order for which these mistakes occurred.

8.9. Cases of force majeure, unavailability of transport vehicles, as well as unforeseeable or unavoidable events that cause a delay in deliveries or make deliveries difficult or impossible or cause a significant increase in the cost of delivery charged to the L'INNOMINATO, will entitle the same to split, postpone or cancel, in whole or in part, the expected delivery or to terminate the Purchase Agreement. In such cases, the L'INNOMINATO will provide timely and adequate communication of its determinations to the e-mail address indicated by the Customer and the latter will be entitled to a refund of any price already paid, excluding any further claims, in any capacity, in the comparisons of L' INNOMINATO.

9. Right of withdrawal and its effects

9.1. The Customer has the right to withdraw from the agreement, without indicating the reasons, within 30 days.

9.2. The withdrawal period expires 30 days from the day on which the Customer or a third party other than the carrier and designated by him acquires physical possession of the goods. In the case of a contract relating to multiple goods ordered in a single order and delivered separately, from the day on which the Customer or a third party other than the carrier and designated by him acquires physical possession of the last good.

9.3. To exercise the right of withdrawal, the Customer is obliged to inform L'INNOMINATO (L'INNOMINATO S.p.A., via Giorgio e Guido Paglia, 1/D - 24122 Bergamo -) of his decision to withdraw from the contract through an explicit declaration (to example letter sent by e-mail). To this end, you can use the withdrawal form available at this [link](#), but it is not mandatory; the Client can also send any other explicit declaration of his decision to withdraw from the contract.

9.4. To comply with the withdrawal deadline, it is sufficient for the Customer to send the communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

9.5. If the Customer withdraws from this contract, all payments made to L'INNOMINATO will be reimbursed, without undue delay and in any case no later than 14 days from the day the L'INNOMINATO will be informed of the decision to withdraw from this contract. These refunds will be made without Customer having to bear any cost as a result of such reimbursement.

The reimbursement may be suspended until receipt of the goods or until the consumer has demonstrated that he has returned the goods, whichever is earlier.

9.6. The Customer is required to send back the goods by completing the form available at this link or delivering them to the L'INNOMINATO at the following "NIKE" stores:

- NIKE STORE ROMA CORSO Via Del Corso 477/478 00186 ROMA
- NIKE STORE NAPOLI Via Scarlatti, 110 80127 NAPOLI
- NIKE STORE MARCIANISE C.C. CAMPANIA S.S. 87 UNITA'P28 81025 MARCIANISE - LOC. AURNO (CE)
- NIKE STORE BOLOGNA Via Rizzoli 3/A 40124 BOLOGNA
- NIKE STORE ORIOCENTER C.C.ORIOCENTER Via Portico , 71 24050 ORIO AL SERIO (BG)
- NIKE STORE MILANO Piazza S. Francesca Romana, 3 20129 MILANO
- NIKE STORE CARUGATE - C.C. CAROSELLO Strada Prov. 208 KM. 2 20061 CARUGATE (MI)
- NIKE STORE CHIETI - C.C.MEGALO' Località Santa Filomena 66013 CHIETI SCALO (CH)
- NIKE CORSO VITTORIO EMANUELE Via Agnello, 2 20122 MILANO
- NIKE RIMINI- C.C. LE BEFANE Via Caduti di Nassiria, 20 47900 RIMINI
- NIKE PORTA DI ROMA Via Delle Vigne Nuove - LOC. Bufalotta 00139 ROMA
- NIKE MI P.zza Gae Aulenti n.6 20154 MILANO
- NIKE MI Via Torino n. 21 20123 MILANO
- NIKE VERONA Via Mazzini, 2 37121 VERONA
- NIKE LAB MILANO Via Statuto, 18 20121 MILANO

without undue delay and in any case within 30 days from the day on which he communicated his withdrawal from this agreement. The deadline is respected if the customer sends the goods back before the 30-day period expires. The shipping costs for the return of the goods will be charged to the Customer. The Customer is only responsible for the decrease in the value of the goods resulting from the handling of the goods other than that necessary to establish the nature, characteristics and functioning of the goods.

9.7. The Customer cannot in any case exercise the right of withdrawal in the case of sealed goods that do not lend themselves to being returned for hygienic reasons or connected to the protection of health and have been opened after delivery.

10. Non-conformity of defective products and products

10.1 The Products offered on the Device comply with national and EU legislation. The images and colors of the Products published on the Device may differ from the actual ones due to the local settings of the systems and / or tools used for their display.

10.2. In case of lack of conformity of the Products purchased with respect to the description published on the Device and in case of faulty or defective Product, the Customer has the right to immediate

reimbursement of the non-conforming goods, upon sending through the form present in the Customer Service section of photographs that highlight the damage or non-conformity of the Product.

10.3. The communication of the L'INNOMINATO staff will follow an indication of the reimbursement modality that could take place, at the discretion of the Customer, also through discount vouchers on the next purchase higher than the value of the goods to be reimbursed, excluding any further responsibility of L'INNOMINATO, in any capacity.

10.4. The provisions regarding the legal guarantee of conformity of the goods, provided for by the Italian Consumer Code (Legislative Decree 206/2005, Part IV, Articles 102-135) are reserved.

11. Processing of Personal Data

The Customer data communicated to L'INNOMINATO for the purposes of these Conditions of Sale are processed by L'INNOMINATO in accordance with the provisions of current legislation related to the protection of personal data, as specified in the information in the dedicated section, called "*Privacy Policy*".

12. Communications and complaints

All communications or complaints from the Customer against the L'INNOMINATO regarding the Purchase Contracts must be communicated to the L'INNOMINATO S.p.A., Via G. Paglia 1/D, 24122 Bergamo.

13. Applicable law and competent court

13.1 These General Conditions and any and all agreements entered into with the Customer are governed by Italian law, subject to the application of Community legislation and international treaties, when applicable, as well as the national legislation protecting consumers.

13.2 For any dispute concerning the interpretation, execution, validity or effectiveness of these General Conditions and of any contract stipulated with the Customers, the court of the place of residence or domicile of the consumer will be competent, if located in Italy.