

Returns (right of withdrawal, defects, error)

Returns due to the right of withdrawal

The right of withdrawal is a law provided for remote sales contracts. Therefore, it applies in the case of e-commerce. The consumer has the right to change their mind about a purchase without providing any reasoning. This right is applicable EXCLUSIVELY to NON-PROFESSIONAL customers, meaning for purchases WITHOUT AN INVOICE but with an online sales document.

1. Legal terms of the right

All sales made outside commercial premises are subject to Legislative Decree No. 50 of 15/01/1992 and No. 185 of 25/05/1999, which provide the buyer with the possibility to exercise the right of WITHDRAWAL. All individuals (consumers) acting for purposes unrelated to their commercial activity (excluding resellers, companies, and anyone placing an order by providing a VAT number for the invoice) have the right to return the purchased goods to the seller within 14 (fourteen) calendar days from the receipt of the goods, with a consequent refund of the purchase price of the returned products only. Therefore, the return shipping costs are to be borne by the Customer.

2. Methods of communicating the right of withdrawal

The buyer's intent to exercise the right of withdrawal must be communicated **exclusively** through the form available on the portal, and the return must be authorised in advance by Premium Services Srl. Requests by phone, regular mail, or to the website's email addresses will not be accepted. The customer must complete the form by entering the details identifying the order, their personal information, and the descriptions and quantities of the items for which they wish to exercise the right of withdrawal.

3. Return method

The Customer is required to return the received goods to Premium Services Srl at their own expense and liability within 14 calendar days from the date of receipt, with the deadline being the time when the goods are handed over to the courier for return. The customer must personally fill out a signed statement expressing the intent to withdraw from the purchase and attach a return note to the goods accompanying the return. For packaging and shipping methods, the instructions in paragraphs 3 and 4 of section 25 apply.

4. Return conditions

The substantial integrity of the goods, in perfect condition and **unused**, along with the **original** packaging, is an essential requirement for exercising the right of withdrawal, and must be accompanied by the fiscal documentation provided at the time of receipt. Failure to comply with these principles makes the right of withdrawal inapplicable. We kindly ask customers to cooperate with us by following our return procedure and to avoid sending us goods for which the right of withdrawal does not apply.

5. Refunds due to the right of withdrawal

If the right of withdrawal is exercised, once the goods have been received, Premium Services Srl will refund the full amount paid by the customer, excluding shipping costs, within fourteen working days from the next business day after the goods are returned to their premises. The refund will be processed through one of the following methods: a product exchange, a bank transfer, or a reversal of the payment made by credit card.

6. Exclusions from the right

If the procedures and deadlines for exercising the right of withdrawal, as specified below, are not followed, the customer will not be entitled to a refund of the amounts already paid. However, they may reclaim the products, at their own expense, in the condition they were returned to Premium Services Srl, or arrange to collect the goods from our premises at their own cost. If the recipient of the products on the order form differs from the person who made the payment, the refund, in the case of exercising the right of withdrawal, will be issued to the person who made the payment.

7. Limitations of the right

National regulations regarding the right of withdrawal do NOT apply to low-value contracts negotiated outside business premises (Consumer Code, Article 47, Paragraph 2). For the purpose of defining a "low-value contract", the limit set by national legislation is €50.00, in line with EU regulations. However, Premium Services Srl, at its sole discretion, may choose to apply the right of withdrawal to amounts below this threshold, under the same conditions outlined above. Acceptance or rejection of the right of withdrawal for amounts below €50.00 will be communicated to the customer via email.

The right of withdrawal also does not apply to products not listed on the website, for which the customer has clearly expressed the intent to purchase outside the products offered by our e-commerce (Consumer Code, Article 59, Letter C).

8. Cancellation of the return request

Premium Services Srl reserves the right to cancel the return request, even if authorised, if the customer has not communicated the return dispatch within 14 calendar days from the date of receipt of the products.

WARNING: Articles 52 to 59 of the Consumer Code, which govern the right of withdrawal, require that the goods be returned WITHIN 14 DAYS. Since there are technical processing times on the company's side to fulfil this consumer right (form completion, return notes, courier requests, etc.), if the customer wishes to exercise this right, we strongly recommend making the request AS SOON AS POSSIBLE to avoid the expiration of the right.

Returns due to defects or shipping error

A return is the right that the consumer can exercise when the purchased product shows evident defects or discrepancies, or is not the one ordered.

1. Legal terms of the return

Claims are not accepted after 14 calendar days from the receipt of the goods.

2. Return request

Any returns must be requested exclusively through the form available on the portal and must be authorised in advance by Premium Services Srl.

3. Return of materials

The customer must wait for authorisation for the return from us, and once obtained (via email), they must properly package the materials, clearly marking the package with our company's full address and indicating "RETURNED GOODS" on the package, and including the order number inside. Once the return shipment is prepared, the customer must notify our company by email, providing the time and place for the pickup. Our company will arrange for its courier to collect the return.

4. Non-authorized returns

Any unauthorized material returns or those sent in a manner different from what is described here will be rejected.

5. Returns of products purchased through the online sales form

The returned materials must be accompanied by the original online sales document included in the shipment received by the customer, along with a handwritten declaration from the customer stating the reason for the return.

6. Returns of invoiced products

If an invoice was requested at the time of purchase, the goods must be returned with a delivery note indicating the reason for the return and the invoice number or the delivery note with which it was received by the customer.

7. Return refund

The refund will be processed after the receipt and inspection of the goods, including the return shipping cost, within thirty days of receiving the returned items.

8. Return expenses

Premium Services Srl reserves the right to apply a fee for return expenses if the reasons for the return are found to be unfounded, the inspection of the products confirms their perfect functionality and integrity, or if the return was caused by partial or insufficient descriptions during the ordering process, or other issues that made the correct interpretation of the order impossible.

9. Return exclusion

The possibility of returning a product due to a defect, discrepancy, or shipping error is void if the customer has tampered with the product or has already started using it; in the latter case, the customer may use the warranty repair procedure (which may, within certain terms, include product replacement).

10. Cancellation of the return request

Premium Services Srl reserves the right to cancel the return request, even if authorized, if the customer has not communicated the return dispatch within 14 calendar days from the date of receipt of the products.

WARNING: As with the right of withdrawal, since there are technical processing times on the company's side for accepting a return request (form completion, return notes, courier requests, etc.), if the customer wishes to return products due to a defect or error, we strongly recommend making the request **AS SOON AS POSSIBLE** to avoid the expiration of the return.

Validity

These return conditions take effect immediately from the date of publication or update indicated at the bottom of this document.