

## **GENERAL TERMS AND CONDITIONS OF SALE**

RADAR invites you to carefully read this document as at the time of sending any orders you will be asked to declare your acknowledgment and acceptance. The Conditions of Sale listed here govern the offer and sale of products on the website

### **ON-LINE ORDER**

The online order determines the acceptance of the terms and conditions set out here and constitutes a contract between the Buyer and RADAR, who must be an adult, for the purchase of the products listed in the online catalog of the website. RADAR may modify, without notice, the General Conditions. These changes will be effective from the day of their publication on the Site. Purchase orders sent to RADAR before the publication of the aforementioned changes will be subject to the General Conditions in force at the time of the conclusion of the sales contract. Purchases made on RADAR are regulated, although not expressly provided for by the following purchase conditions, by Legislative Decree 185 of 22 May 1999 relating to the protection of consumers in respect of distance contracts

### **ON-LINE PRODUCT FEATURES**

The characteristics of the products are indicated in the online catalog and are visible at the time of choosing and completing the order before the conclusion of the forwarding procedure. Prices (including VAT and any other taxes and duties for Italy) are indicated next to each product in the online catalog excluding shipping costs. RADAR is not responsible for the change in color and / or different screen printing made by the manufacturer following packaging change operations. The visual representation of the Products on the Site, where available, generally corresponds to the photographic image of the same and has the sole purpose of presenting them for sale, without any explicit or implicit guarantee or commitment on the part of RADAR, regarding the exact correspondence of the 'image depicted on the Site with the actual product, especially with regard to its dimensions and / or the chromatic aspects of lenses and frames. RADAR's offer of products and services is aimed at consumer users. Consumer users are understood to be those who purchase the Products presented on the Site for purposes unrelated to any entrepreneurial or professional activity they may carry out in accordance with the provisions of Legislative Decree 6 September 2005 n. 206 (the "Consumer Code").

For the purposes of these General Conditions, the Consumer is not considered to be the one who, at the time of purchase of a Product or Service, expressly indicates in the notes of the personal data that he belongs to the category "Companies, organizations, professionals with VAT number", inserting his own VAT number. If it is not expressly indicated to belong to the Companies category, the order will be managed as a consumer. Companies have various consumer rights and guarantees.

### **PRODUCTS PRICE**

The prices published on the homepages or in the various sections of the Site dedicated to each individual Product include VAT and do not include any taxes, duties and taxes applicable in the country of destination of the Products where this is different from Italy. These costs, different for each country, will be charged to the Customer, who is responsible for verifying the amount with the competent customs authorities.

The cost of each shipment must be added to the price of the individual Product, the amount of which may vary according to the method of delivery and payment, as well as in relation to the country of destination. The total amount due for the selected Products will be clearly indicated and communicated to the Customer, before the conclusion of the Sales Contract. The prices shown on the Site are subject to possible variations and / or modifications by RADAR, without any prior notice to the client. These increases may depend - among others - on increases decided by the RADAR suppliers.

The Sales Contracts concluded before the publication of the aforementioned changes, but still in

progress, will be concluded with the prices in force at the moment of the receipt of the order, except for system errors that will be promptly reported by the RADAR Staff.

## **CONCLUSION OF THE CONTRACT**

When the order is sent by the Buyer to RADAR, the contract of the General Purchase Conditions will be considered accepted and binding. RADAR can therefore send the FINAL CUSTOMER a refusal of the order and reserves, at its sole discretion, the right to cancel any order in the event of material errors connected with the Customer's order or with the information sent by the Customer via the site [www.radareyewear.com](http://www.radareyewear.com) ( Eg. Price of the wrong product selected, non-existent e-mail address etc ...) Once the Order has been received, RADAR sends the Customer an order confirmation e-mail containing the details of the Order and all the data relating to the purchase or the type of Products requested and the related costs, as well as the personal data and contact details of the Customer. The Customer undertakes to verify the correctness of their personal data and to promptly notify RADAR of any changes. Receipt of the e-mail confirms that the Customer has read and accepted the General Conditions and the Specific Conditions.

Upon the receipt of the acceptance of the Order by RADAR, the latter will process, check the product and subsequently dispatch the selected Products. The shipment will be communicated to the Customer via e-mail by RADAR and by the chosen Courier. For each Sales Contract made through the Site, RADAR will issue the related accounting document required by law relating to the Products and / or Services purchased. These documents will be sent inside the package. It will not be possible to make any changes to the accounting document after its issue, nor will it be possible to issue this document if a Customer has not indicated his VAT number or Tax Code. If VAT number or Fiscal Code were not explicitly indicated at the time of user data registration, it will no longer be possible to issue an Electronic Receipt for tax deduction or invoice. A non-deductible tax receipt will be issued for the purchase.

RADAR has the right to withdraw from each Sales Contract concluded by the Customer or Consumer, giving the same written communication by e-mail, as well as not accepting any Order from Users or Customers who have implemented irregular behavior or are suspected of conduct contrary to the law or imposed by an order of a judicial authority.

## **PRODUCTS AVAILABILITY**

### **Available:**

The products indicated as "AVAILABLE" are items displayed available and in collection at the manufacturer house or present in our warehouses, therefore still available for purchase.

The product remains in "AVAILABLE" mode even during the procurement phase which can vary from 2 to 10 indicative working days to be ready for shipment.

In the circumstance that the purchased product is in supply, the customer will be notified immediately by email, which will indicate the indicative timing for the product to be shipped.

The customer will decide whether to wait for the timing of the supply, change the model or cancel the order and receive a refund of the amount paid.

Please Note: it may happen that in "rare cases" the site is not updated in real time on the actual availability of the ordered goods, therefore the product from "AVAILABLE" can become "OUT OF PRODUCTION" in this case the customer will be notified immediately by email, the which will decide whether to change the model or cancel the order and receive a refund of the amount paid.

OUT OF PRODUCTION: Products that are indicated as "OUT OF PRODUCTION" are no longer available for purchase.

## **PRODUCTS DELIVERY AND ORDERS**

The Site indicates the overall delivery times so that the Product ordered by the Customer enters the full availability of RADAR and is ready for shipment and delivered to the Customer. For the delivery of

the ordered Product to the Customer it will therefore be necessary to consider the times indicated by 2-6 working days. The availability and delivery times may vary with respect to what is reported, both due to the simultaneous order of various users and therefore exhaustion of the product, and as they are dependent on third party suppliers. Furthermore, RADAR is not responsible for delays due to couriers once the product has been shipped to the customer. RADAR, therefore, does not guarantee full compliance with the delivery times indicated on the Site and / or in the Order, nor will it be held responsible for any delays. In the event of any unavailability, even temporary, of one or more products ordered, RADAR will inform the Buyer of the unavailable products.

The Purchaser may request product / s to replace the previous one/s; if you do not find a replaceable product / s to the previous ones ordered, or the waiting time for the arrival of the product / s is too long, RADAR undertakes to return the sum paid no later than 14 (Fourteen) calendar days, in case the Buyer has already made the payment. In the event of an order for multiple products, where one or more of which are not available, the order will still be shipped with the product (s) available and cannot be canceled by the Customer, RADAR however undertakes to refund the price of the products not available. In the event of a price error of one or more products ordered, RADAR will inform the Buyer of the consequent update of the amount, after which the Buyer will decide whether to delete the order or continue the purchase with any adjustment.

In the event of an "Error" and subsequent correction of the order with another chosen product, any balance of the difference from the second product must be matched. If the price of the new product is higher than the previous one the Customer will pay the difference; if the price of the product is lower than the previous one a credit will be made for the Customer.

Should the delivery times of the Product be delayed with respect to what is indicated by way of example on the site, RADAR will send the Customer a specific notification, by e-mail, of the delay within 6 days of receipt of the Order.

No responsibility, for any reason, can be charged by the Customer to RADAR, in case of delay in the fulfillment of the Order or in the delivery of the Product. RADAR invites the Customer to periodically check the status of the Order in the "My Account" section and to contact the Customer Assistance Service if there are any delays in finding and shipping the Products.

RADAR does not carry out a Test service, therefore for Orders that will exceed 2 glasses, an e-mail will be sent to ask the Customer if he is interested in trying them on or keeping the products. If the Client is interested in trying them, the order will not be processed and the refund of the amount paid will be issued.

## **SHIPPING PRODUCTS**

The responsibility for shipments of the Products will be borne by RADAR until the package containing the goods is collected by the Customer. The responsibility for the goods will be transferred to the Customer upon delivery of the Products. For each Sales Contract made through the Site, RADAR will issue the related accounting document required by law relating to the Products and / or Services purchased. These documents will be sent inside the package. It will not be possible to make any changes to the accounting document after its issue, nor will it be possible to issue this document if a Customer has not indicated his VAT number or Tax Code.

To correctly deliver the ordered Products, the presence of the Customer or his representative is always required at the moment of delivery of the package. If none of them are available at the time and place of delivery, the courier will leave a second delivery notice for the next working day and will attempt delivery again; if it is not successful, the goods will remain suspended at the courier's branch. and it will be the customer's responsibility to go and collect the goods at the indicated branch.

After 5 days the Product will be destroyed by the shipper and it will no longer be possible to request a refund of the product. RADAR assumes no responsibility for inefficiencies attributable to force majeure such as accidents, explosions, fires, strikes and / or lockouts, earthquakes, floods and other similar events that prevented, in whole or in part, from executing within the agreed time.

In cases of force majeure, unavailability of means of transport, unforeseeable events, RADAR reserves the right to terminate the Sales Agreement or to split, postpone or cancel, in whole or in part, the expected delivery, where said events cause a delay in deliveries, make them difficult or impossible and / or cause a significant increase in their cost for RADAR. In such cases, RADAR will be responsible for providing timely communication of its intentions to the Customer's e-mail address. In such cases, the Customer will be entitled to obtain a refund of any price paid, excluding any further

claim or compensation, for any reason, against RADAR. The delivery of the product in disadvantaged areas or difficult to reach by the express courier will have variations in delivery costs, always communicated to the customer by RADAR.

Orders that are Insured by checking the appropriate space in the Checkout, are fully insured "Only" for the loss of the bag in the courier transport. The insurance does not cover any damage to the product during transport.

For Italy, the couriers used is: GLS

For Europe and the USA the couriers used is: GLS

The Customer is obliged to collect the shipped goods. If the product ordered by the buyer is refused at the time of delivery, it enters "stock". Therefore, all storage and practical management costs incurred by RADAR will be borne by the Buyer and must eventually be paid by It within 5 working days if customer want to receive the product. If the Buyer does not collect the goods, RADAR is required to withhold ALL the expenses incurred for the Shipment from the sum paid by the Buyer, for example "Stock", administrative expenses. After 5 days the Product will be destroyed by the shipper and the customer will no longer be able to exercise the right of withdrawal.

Shipping to the United States: over 800 Dollars you pay customs taxes depending on the country.  
ALL CUSTOMS EXPENSES ARE BORNE BY THE BUYER

SHIPPING IN ITALY: FREE delivery in Italy

SHIPPING IN EUROPE: FREE FOR ORDERS OVER € 150

Customers who order from countries that have customs taxes: these taxes are their responsibility.

If the user's data are incomplete or in any case inaccurate, so as to make delivery of the package impossible, RADAR will not process the order and will contact the customer for any clarifications, if there is no reply, it will cancel the order by e-mail. RADAR will do everything possible to have the products delivered to the consumer within the terms indicated. The consumer is invited to contact RADAR in case of delay in delivery and in any case to report any disservice detected.

Furthermore, if the data provided by the customer (Street, Address, City, etc.) were to be incorrect, RADAR is not responsible for this error and the customer is required to pay for a new shipment to receive the goods at the correct address.

## **DELIVERY TIME**

In Italy, we undertake to deliver the ordered goods within 2-6 working days from the date of the product order. It should be noted that delivery times may be delayed for reasons beyond our control based on express couriers who deliver the goods, or for reasons of force majeure, critical traffic conditions, traffic conditions in general, natural disasters, for the crisis in place from "Coronavirus" and for the dispositions of the National Authorities. For the Summer and Christmas period or various holidays there may be delays due to the closure of the warehouses from which we supply ourselves and / or problems due to the sorting of goods by couriers we work with.

Delays due to couriers are not the responsibility of RADAR.

## **TERMS OF PAYMENT**

RADAR provides 3 payment methods available at the time of the conclusion of the order:

- Payment by bank transfer in advance (the details will be communicated by e-mail at the conclusion of the order)
- Paypal

- Credit Card

Inside the package will be inserted the receipt and if required, the accompanying invoice relating to the order, containing the detail of the products purchased and the relative prices of shipping costs and eventual taxes depending on the country of destination if different from Italy.

## **BILLING**

For purchases concluded without entering the tax code, VAT number or without an express request for invoicing within the term of the purchase operations (insert request in the note), the transactions will be registered for tax purposes by a receipt in compliance with the regulations in force. Therefore it will not be possible to request an invoice later. If an invoice is required, the customer is therefore invited to request it in good time according to the provisions indicated. **ATTENTION:** The sunglasses are not billable as a medical expense for the tax deduction, so they will be accompanied by a receipt and no invoice will be issued.

## **METHOD OF RE-ACCREDITATION**

RADAR provides 4 methods of re-credit and must be the same as the payment made originally.  
**RADAR WILL USE THE SAME PAYMENT METHOD**  
The re-credit will be made within 14 (Fourteen) calendar days from the Buyer's request.

## **SECURITY**

The security standards used by RADAR to make your personal information confidential, including the transmission of data through SSL (Secure Socket Layers), are the highest in the state of the art and constantly updated according to the latest information technology. The minimum security measures indicated by the Privacy Code and subsequent amendments are therefore fully guaranteed.

## **CUSTOMER CARE**

When contacting or being contacted by RADAR's customer service, calls may be recorded for "staff training" or "security purposes". Such calls will not be disclosed to third parties but used internally for the purposes of education of customer service staff or these may be disclosed only at the request of the judicial bodies or law enforcement agencies, always in compliance with the privacy laws.

## **COMPLAINTS**

For any clarification or any complaint, you can contact us via the RADAR Customer Service Number +39 3299883789 or via e-mail at: [shop@radareyewear.it](mailto:shop@radareyewear.it)

The sales contract between the customer and radar is concluded in Italy and regulated by Italian law also by a foreign customer. For the solution of civil and criminal disputes arising from the conclusion of this distance sales contract, if the Customer is a consumer, the territorial jurisdiction is the reference forum of the municipality of TRANI.

Please contact RADAR Customer Service Number +39 3299883789 or by email at: [shop@radareyewear.it](mailto:shop@radareyewear.it) before sending a return or exchange.

Customers have 14 days from order delivery to ship back / postmark it to our returns center for a refund or exchange.

Customers are responsible for return shipping costs.

Put the items in the original shipping box or any other solid cardboard box. Ship the return with a

courier of your choice, making sure you get a tracking number or proof of postage, for your safety. The invoice / return form must be included in the return shipment to be eligible for a return.

Please send the package to :

SCHIRONE OPTICAL GROUP SRL C/O 1946 SRL  
VIA DELL'INDUSTRIA43/45

76121 BARLETTA

To be eligible for a return, items must be returned in perfect condition, with all original labels and packaging intact.

## **REFUNDS**

Once we receive your item, we will inspect it; if your return is approved, you can expect to receive a refund within 7 days of sending the package, depending on the policies of your card issuer. Once your return has been processed, you will receive a refund confirmation email. Our refund will be credited to the same form of payment from which the purchase was made.

## **IMPORTANT INFORMATIONS**

- 1 - the items must be returned in perfect condition accompanied by the invoice / return form;
- 2 - make sure all products are exactly as you received them, with the packaging, tag and seal still attached.

## **ITEMS ON SALE**

Items on sale are considered FINAL SALE and are not eligible for an exchange, refund, or web credit. Custom products and orders cannot be returned.