

General Conditions of Sale

1. Identity and contacts

Seller: Eredia Italia XXI, SL (NIF ESB22682587)

E-mail: info@marafatto.com

Location: Passeig de Gràcia 53, Àtic, 1^º, 08007 Barcelona, Spain

Mercantile Registry of Barcelona, Hoja: B-643462, Tomo elettronico / IRUS: 1000459662910

Registered office: C/ DEU I MATA, 117-121, 3^º-2^a, 08029 Barcelona (Spain)

Duration: indefinite

Sole Director: Alessandro Fullin, NIF Z3012898H

Corporate purpose: retail and wholesale of perfumery, cosmetics, beauty products, personal hygiene items, cosmetic massage and hair removal devices, and related products.

Single-member company.

2. Scope

These General Conditions of Sale CGV apply to sales made through www.marafatto.com from Eredia Italia XXI, SL to end consumers.

Shipments generally depart from EU countries. Products are delivered to the countries listed on the website, including those outside the EU.

For shipments outside the EU, the customer is responsible for any duties, import taxes, or customs formalities, according to the DAP (Delivered At Place) rule.

3. Contract languages

The contract is available in Spanish, English, and Italian. In the event of a discrepancy in interpretation, the Spanish version prevails, which is the official version under Spanish consumer law.

4. Purchasing process

The purchasing process is structured as follows:

1. product selection and addition to cart.
2. Enter shipping and billing information.
3. view summary with the ability to correct any errors.
4. acceptance of these Conditions and confirmation of payment.
5. receipt of the order confirmation by email, at which point the contract is deemed to be perfected.

The system allows the customer to check and correct errors before finalizing the order, in accordance with Article 97 of the LGDCU.

5. Pre-contractual information on cosmetics (perfumes)

The products offered are perfumes intended for personal use.

Each product sheet clearly indicates:

- product function;
- nominal content;
- warnings and precautions for use;
- list of ingredients (INCI) including any allergens;
- name and address of the Responsible Person pursuant to art. 4 of Regulation (EC) 1223/2009;
- any additional warnings required by Regulation (EU) 2023/1545 or subsequent regulations.

The seller acts exclusively as a distributor of the products, not as a manufacturer or a Responsible Person. The products are supplied in compliance with Regulation (EC) 1223/2009, labeled in the language appropriate for the country of sale, and accompanied by the mandatory information.

In the event of variations between the batch and the online description, the information on the label of the delivered product prevails.

6. Prices, taxes and shipping

All prices are expressed in Euros (EUR) or US Dollars (USD) and include VAT applicable in EU countries.

For orders shipped outside the European Union, prices are shown net of local taxes and customs duties, which are the responsibility of the customer.

Shipping costs, any additional charges or delivery restrictions are clearly communicated before checkout.

7. Payments

The payment methods indicated on the site are accepted (credit/debit card, PayPal, or other enabled gateways).

Payment is charged upon order confirmation.

Transactions are processed through certified external providers with security systems compliant with the 3-D Secure standard.

The seller does not store complete payment information.

8. Delivery of products

Shipments are generally made from warehouses located in EU countries, via qualified couriers.

The average delivery times for each country are indicated on the website.

The risk of loss or damage to the goods is transferred to the consumer only when he takes physical possession of the product.

For safety reasons, perfumes (UN 1266, class 3 – flammable liquids) cannot be shipped via airmail or to destinations that do not accept dangerous goods; in such cases, the order will be cancelled, refunded, or modified.

9. Right of withdrawal

The consumer has the right to withdraw within 14 calendar days from receipt of the product, without the need for motivation, by sending an explicit declaration to info@marafatto.com or using the attached standard withdrawal form.

Exceptions to the right of withdrawal

Pursuant to Article 103(e) of the Consumer Code, the right of withdrawal is excluded for sealed products that have been opened after delivery for health and hygiene reasons, such as perfumes.

Furthermore, returns are not permitted for personalized or made-to-measure goods.

Effects of withdrawal

The customer returns the products within 14 days of communicating the withdrawal, to the address indicated by the seller.

The seller will refund all payments received, including initial standard shipping costs, within 14 days of receiving the notification, but may withhold the refund until the goods or proof of shipment is received.

The direct cost of the return is borne by the customer unless otherwise indicated.

If the customer handles the product beyond what is necessary to determine its nature, characteristics and functioning, the seller may retain an amount proportional to the depreciation.

If the withdrawal information is missing, the period is extended to 12 months.

Sales to non-EU countries

For orders shipped outside the European Union, the provisions on the right of withdrawal set forth by EU legislation (Directive 2011/83/EU and LGDCU) do not automatically apply.

However, the seller may accept return requests at its discretion within 14 days of delivery, provided the product has not been opened or used.

In such cases, the costs and risks of return remain entirely the responsibility of the customer, unless otherwise communicated in writing by the seller.

Attachment – Standard withdrawal form

(Fill in and submit only if you wish to withdraw from the contract)

— Recipient: Eredia Italia XXI, SL, Passeig de Gràcia 53, Àtic, 1º, 08007 Barcelona, Spain, info@marafatto.com

— I hereby communicate my withdrawal from the sales contract for the following goods/services: [_____]

— Ordered on / received on: []

— Consumer name: []

— Consumer address: []

— Consumer signature (only if on paper): []

— Date: [____]

10. Legal guarantee of conformity

The products are covered by a 3-year legal guarantee of conformity from delivery, pursuant to RDL 7/2021.

In the event of a defect, the consumer has the right, free of charge, to:

1. repair or replacement of the goods;
2. alternatively, proportional reduction of the price or termination of the contract.

The seller is liable for defects that appear within the warranty period and which do not result from improper use or incorrect storage.

The warranty terms remain suspended during repair or replacement.

11. Safety and conservation of perfumes

The customer must use and store the products following the instructions on the label and packaging: avoid heat sources, flames, high temperatures, and direct sunlight.

Products must be kept out of reach of children.

12. Allergens and transitional periods

Allergen labelling follows Regulation (EU) 2023/1545.

The new requirements apply to products placed on the market after 31 July 2026.

Stocks compliant with the previous regulation can be sold until July 31, 2028.

The seller reserves the right to progressively update labels and descriptions based on new provisions.

13. Transport of dangerous goods (perfumes)

Perfumes are classified as UN 1266 – Flammable Liquids, Class 3.

They may be subject to transport restrictions under ADR and IATA regulations.

The seller will inform the customer of any limitations or changes in delivery times.

In the event of a return, if the customer is unable to ship the product themselves due to transportation restrictions, the seller will arrange for collection via an authorized courier, with costs communicated to the customer and paid by the customer in advance.

14. Advertising claims and commercial communications

All product claims comply with the common criteria established by Regulation (EU) 655/2013.

Expressions such as “hypoallergenic”, “without [ingredient]” or equivalent are prohibited unless supported by documentary evidence.

Electronic marketing occurs only with explicit consent or, for already registered customers, for similar products, with the option to opt-out in each communication.

15. Customer service and complaints

For information or complaints: info@marafatto.com

Complaints are handled within a maximum of 30 days.

The seller does not adhere to the Consumer Arbitration System or to any other ADR bodies, except for future membership which will be communicated in these Conditions.

16. Cosmetovigilance and product safety

Customers can report any side effects or adverse reactions to info@marafatto.com.

The seller, as distributor, forwards the reports to the Responsible Person and cooperates with the competent authorities for any investigations or recalls (art. 23 Reg. 1223/2009).

17. Protection of personal data and cookies

Personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 (LOPDGDD), as described in the Privacy Policy published on the website.

All information on cookies can be found in the Cookie Policy and Cookie Statement.

The competent supervisory authority is the Spanish Data Protection Agency (AEPD).

18. Intellectual property

All contents of the site, including text, images, logos, and trademarks, are protected by copyright and industrial property rights.

Personal use is permitted; any other use requires written authorization from the owner.

19. Applicable law and competent court

The contract is governed by Spanish law.

Consumers residing in the EU are not deprived of the mandatory protection provided by the law of their country of residence, pursuant to art. 6 of Regulation (EC) 593/2008 (“Rome I”).

For disputes with consumers, the court of the consumer's domicile has jurisdiction.

For professionals or commercial operators, the exclusive jurisdiction is that of Barcelona (Spain).



20. Changes to the conditions

Seller may update these Terms to reflect regulatory or operational changes.

Updated versions only apply to orders after the publication date.

Versions

These terms and conditions were drawn up on 23/10/2025