

CONDITIONS OF SALE (COS)

Regarding the use of the website [BULLBOYS.IT](https://www.bullboys.it)

Information about the Seller:

Company name: **Lelli Kelly SpA**

Address: Via dei Bocchi 233, 55012 Lammari, Capannori, Lucca, Italy

VAT: IT01063110462

Lelli Kelly SpA manages an online store (e-commerce) via the website [BULLBOYS.IT](https://www.bullboys.it)

Lelli Kelly SpA can be contacted via the following channels:

- Email: info@lellikelly.it or shop@bullboys.it
- Phone: +39 0583 4311. Opening hours: 8:30/12:30 - 14:00/18:00 (Monday to Friday)

Lelli Kelly SpA is at the Customer's disposal for any information or clarification with regard to the content of these COS, the Contract (as defined in Section 3) and its regulation. In any case, all rights and powers granted to the Customer by law will remain unaffected.

In accordance with current international trade laws, the general terms and conditions of the Contract are specified below (including the shipping conditions for the Products). With regard to saving and printing this document and the possibility of viewing the text of the Contract, please refer to Section 2 of these COS.

The right of withdrawal in favour of Consumers is governed by Section 7 of these COS.

1. Scope and Definitions

1.1. These COS apply to all Orders (as defined in Section 3) submitted by the Customer to Lelli Kelly SpA via the website [BULLBOYS.IT](https://www.bullboys.it), and govern and constitute an integral and substantial part of all Contracts the Customer enters into with Lelli Kelly SpA. By placing and confirming an Order via the website [BULLBOYS.IT](https://www.bullboys.it), the Customer declares to have read and accepted these COS. These COS will prevail over any other general terms and conditions which may be applied in relation to one or more Contracts.

1.2. "Consumer": refers to any natural person who places an Order for purposes unrelated to their own entrepreneurial, commercial, artisanal or professional activities, if any;

"Professional": refers to any natural or legal person who places an Order for the purposes of their own entrepreneurial, commercial, artisanal or professional activities;

"Customer": can refer to Consumer or Professional, depending on the circumstances;

"Contract": is defined in Section 3;

"Working Day": refers to any day of the week excluding Saturdays, Sundays and public holidays, in accordance with Italian laws;

"Order": is defined in Section 3;

"Product(s)": refers to all the Product(s) that are offered for sale by Lelli Kelly SpA via the website [BULLBOYS.IT](https://www.bullboys.it).

2. Downloading and consulting the Terms and Conditions of the Contract

2.1. The Customer can consult these COS, together with the text of the Contract, on the website [BULLBOYS.IT](https://www.bullboys.it). The Customer can also print or save this document, making use of normal program functions. The document can also be downloaded in PDF format by clicking [here](#).

2.2. Furthermore, the Customer can also save his/her Order data, either by downloading the COS and saving the data summarised on the last web page before the Order submission using the functions of their browser, or by waiting to receive confirmation of their Order, which will be sent by Lelli Kelly SpA to the email address provided by the Customer while submitting the Order. This confirmation email will contain a summary of the Customer's Order data.

2.3. The data related to each Order will be saved by Lelli Kelly SpA on its own systems. However, for security reasons, the Customer cannot have unrestricted access to this data. Each Customer is guaranteed the access to his/her own reserved area of the website [BULLBOYS.IT](https://www.bullboys.it), known as "My Account". In this area, which can be accessed by entering the chosen login details (username and password), the Customer can consult all the Orders, update and save personal information and contact details and subscribe to the Lelli Kelly SpA newsletter service. The Customer undertakes to treat their login information as confidential and not make it available to third parties.

3. Conclusion of the Contract

3.1. To proceed with the online purchase of one or more Products via the website [BULLBOYS.IT](https://www.bullboys.it) the Customer must first enter all the necessary data in order to allow Lelli Kelly SpA to fulfill the Orders received, in compliance with the applicable personal data protection provisions. In the process of the Order, the Customer can select one or more Products that intends to purchase by adding them to a virtual cart, the contents of which can always be consulted and modified before submitting the Order. By clicking on the button "Place Order", the Customer will submit the Order to Lelli Kelly SpA. While placing the Order, before submitting it by clicking on the button "Place Order", the Customer has the opportunity to review and correct the data entered. Each Order submitted in this way must be understood, in all respects, as the Customer entering into a contract. When the Customer submits an Order, Lelli Kelly SpA will confirm receipt of the Order by sending an email to the email address provided by the Customer. Lelli Kelly SpA has the right to accept or reject any Order received; in the event that an Order is not accepted, the Customer has no rights and cannot make any claims against Lelli Kelly SpA. If the Customer does not receive confirmation of receipt of the Order by Lelli Kelly SpA, for example due to technical problems with the system, but the Product(s) in the Order are successfully delivered to the Customer, the Contract between Lelli Kelly SpA and the Customer must be considered concluded.

3.2. Before submitting an Order via the website [BULLBOYS.IT](https://www.bullboys.it), the Customer is invited to read these COS carefully.

3.3. If the Product(s) in the Order are not available, Lelli Kelly SpA must notify the Customer promptly. In this case, Lelli Kelly SpA is under no obligation to deliver the goods in the Order and will refund the payment made by the Customer in full.

4. Prices and Shipping

4.1. The prices of the Products published on the website [BULLBOYS.IT](https://www.bullboys.it) are retail prices and do include the VAT, but do not include any taxes, duties and fees that are applicable in the destination country, which will be charged to the Customer.

4.2. Lelli Kelly SpA reserves the right to modify the prices of the Products published on the website [BULLBOYS.IT](https://www.bullboys.it) at any time. However, any changes to the prices of the Products will not apply to Customers who have previously submitted their Order.

4.3. For info about shipping costs and methods and returns or replacements the Customer can refer to the specific sections “[SHIPPING & DELIVERY](#)” and “[RETURNS & REPLACEMENTS](#)” of the website [BULLBOYS.IT](#).

5. Payment and Delivery

5.1. The Customer will pay the full price of the Product(s) purchased when placing the Order. Lelli Kelly SpA reserves the right to ship the purchased Product(s) only after receiving the full payment. As part of the order process, Lelli Kelly SpA may offer different payment methods at its own discretion, such as credit card (Visa, MasterCard, American Express, etc.) or PayPal. In the event that the Order is not accepted, Lelli Kelly SpA will promptly reimburse any amounts already paid by the Customer.

5.2. The Customer agrees to receive the shipping documents exclusively in electronic format; the Customer will also be provided with the shipping number for tracking purposes. If the shipment is not delivered within 10 (ten) days from the email confirmation, the Customer is asked to communicate this issue to Lelli Kelly SpA by email at shop@bullboys.it or by calling +39 0583 4311.

5.3. Lelli Kelly SpA cannot be held responsible for failed or delayed deliveries in the event that one or more Products purchased by the Customer are not actually available at the Lelli Kelly SpA warehouses at the time of receipt of the Order.

5.4. Lelli Kelly SpA cannot be held responsible for failed or delayed deliveries caused by force majeure events and circumstances, including, but not limited to, strikes, measures taken by public authorities, customs controls, rationing or shortages of energy or raw materials, transport difficulties, adverse weather conditions and/or natural disasters (fires, storms, floods, etc.). Lelli Kelly SpA will promptly notify the Customer of the occurrence of a force majeure event. If such force majeure events persist for a period exceeding 4 (four) weeks, each of the Parties will have the right to withdraw from the Contract. In the event of withdrawals pursuant to Section 5, the Customer will not be entitled to any compensation, other than the right to be refunded for payment of the price of the Product(s) in the Order.

6. Order Modifications

Once an Order has been shipped, it cannot be modified. If the Customer has ordered an incorrect Product(s) or an incorrect size, the Customer is asked to send an email to shop@bullboys.it as soon as possible, specifying the order number and the change to be made. Lelli Kelly SpA will do everything possible to make the requested changes before the Order is shipped.

7. Right of Withdrawal (pursuant to Art. 49, Paragraph 1, Section H of Italian legislative decree no. 206/2005, the “Consumer Code”)

7.1. The Customer has the right to withdraw from any Order that concerns the Products of Lelli Kelly SpA, without providing any explanation, by sending explicit notice to Lelli Kelly SpA by email at shop@bullboys.it.

7.2. The Customer has the right to withdraw from the contract without providing an explanation. The right of withdrawal must be exercised within 14 (fourteen) working days of the date on which the Customer acquires physical possession of the Product(s). The Customer’s intention to exercise their right of withdrawal must be communicated in writing via email to shop@bullboys.it. The material integrity of the Products to be returned is an essential condition for exercising the right of withdrawal. The Products must be returned to: Lelli Kelly SpA, Via dei Bocchi 233, 55012 Lammari, Capannori, Lucca, Italy. If the Customer exercises the right of withdrawal (return) in accordance with the provisions of these COS and the section “[RETURNS & REPLACEMENTS](#)”, the amounts that have already been received by Lelli Kelly SpA must be refunded to the Customer.

For more information, the Customer can consult the section “**[RETURNS & REPLACEMENTS](#)**” of the website **[BULLBOYS.IT](#)**.

7.3. Retention of title

The Product(s) purchased by the Customer will remain the exclusive property of Lelli Kelly SpA until the Customer has paid the full price.

8. Warranty for Product’s defects and differences and additional information

8.1. The provisions of the warranty laws apply to purchases made by the Consumer, including, if applicable, the rules laid out in the Italian Consumer Code regarding Consumer warranties. The rights referred to in art. 130 of the Italian Consumer Code must therefore be exercised according to the terms laid out in art. 132 of the same Consumer Code.

8.2. Should any defects or flaws be found in a Product purchased according to these COS, the Consumer may contact Lelli Kelly SpA in the manner indicated in these COS - within 14 (fourteen) days of receipt of the Product(s) - to request the repair or replacement of the Product(s). The choice to repair or replacement the Product(s) will remain at the Consumer’s discretion, except in the event that the chosen remedy is objectively impossible or excessively expensive.

8.3 Lelli Kelly SpA will carry out the repair or replacement requested within a reasonable period of receipt of the request from the Consumer. Lelli Kelly SpA invites the Consumer to describe the nature of the defect or flaws encountered in as much detail as possible and to possibly send a copy of the Order documents that indicate the Order number and any other data that may be useful for identifying the claim. If the Consumer does not receive any reply within 5 (five) business days, Lelli Kelly SpA invites Consumers to immediately seek a response. Lelli Kelly SpA also advises the Consumer to verify that the emails sent by Lelli Kelly SpA are not blocked by any “spam filters” and that they are not being prevented from reaching their destination due to other technical problems with the Consumer’s email program.

8.4 Where the repair or replacement requested is impossible, excessively expensive or has not taken place within an appropriate time period, the Consumer may request a reduction in the price of the Product(s) or termination of the Contract. In any case, the Contract cannot be terminated for minor defects.

8.5 It is expressly understood that the previous Sections 8.1, 8.2, 8.3 and 8.4 will not apply in the event of defects found in Product(s) purchased by Professionals, with respect to which Lelli Kelly SpA, without prejudice to the limits required by law, does not issue any warranty.

9. Data protection

Lelli Kelly SpA reserves the right to store the data related to each Order, as well as the Customer’s contact details, for the sole purpose of fulfilling the Order (including by sharing them with the commercial partners involved in the fulfilment of the Order). The storage and processing of the data will be carried out in accordance with the content of the personal data protection policy (section “**[PRIVACY POLICY](#)**” of the website **[BULLBOYS.IT](#)**) issued by Lelli Kelly SpA.

10. Applicable Law and Jurisdiction

These COS were originally written in Italian. The COS and individual Contracts are governed by Italian laws and will therefore be interpreted and executed in accordance with it. For any disputes that may arise from the interpretation and/or application of this contract, with no exclusions or exceptions, the Parties will immediately undertake to enter into amicable communications in order to achieve a mutually satisfactory agreement within 60 (sixty) days of the start of the dispute. If no agreement can be reached, the Parties recognise that this contract is governed by Italian laws, and

that the exclusive jurisdiction for all disputes will lie with the Court of Milan or the court that assumes jurisdiction from Milan.

11. Modification of the Terms and Conditions and Conditions of Sale

On the occasion of any modifications to these COS, Lelli Kelly SpA will promptly publish the modified and updated COS on the website [BULLBOYS.IT](https://www.bullboys.it). The modified COS will become an integral and substantial part of new Contracts, starting from the first Order submitted by the Customers following the modification and updating of the COS themselves by Lelli Kelly SpA. For Orders submitted before these modifications, the previous version of the COS will apply.

12. Replacement clause

If a present or future provision of the COS and/or the Contract should be or become wholly or partially null and/or ineffective, or if there is a gap in the provisions of the COS and/or the Contract, the remaining provisions of the COS and the Contract will remain valid and effective. It is understood that Lelli Kelly SpA and the Customer will undertake to negotiate the inclusion of the missing information or the replacement of the null and/or ineffective provision in good faith, with the aim of achieving the same results sought by the null or ineffective clause and safeguarding the economic and legal substance of the Contract.

13. Use

These COS are the intellectual property of Lelli Kelly SpA and are protected by copyright. Their use, including partial use, by Third Parties is not permitted for any purpose. Any violations will be subject to criminal prosecution.

Lelli Kelly SpA
April 2024