

TERMS AND CONDITIONS OF SALE

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PREAMBLE

This website is operated by LORIKA S.r.l. (hereinafter the “Seller”, “we”, “us” or “our”), with registered office at Piazza Annibaliano 18, 00198 Rome (RM), Italy, Tax Code and VAT number 18506711003, certified email (PEC) lorikasrl@legalmail.it.

The Seller operates the website <https://lorikacover.com/> (the “Site”) and sells its products through it (the “Services”). The products offered are accessories for smart glasses, in particular full-frame covers under the ONTOP brand (the “Products”).

To contact us: email customerservice.lorika@gmail.com — phone +39 3927533657 — mail: Piazza Annibaliano 18, 00198 Rome (RM), Italy — PEC (certified email): lorikasrl@legalmail.it — website: <https://lorikacover.com/>.

These General Terms and Conditions of Sale (hereinafter the “Terms”) govern the offer and sale of the Products through the Site and constitute a legally binding agreement between the user (the “Customer” or “you”) and the Seller. By placing an order through the Site, the Customer declares to have read, understood and accepted these Terms.

The Seller reserves the right to amend these Terms at any time. The Terms applicable are those in force on the date of the order. Any amendments will be published on the Site and, where possible, communicated by email. Amendments do not apply to orders already placed.

The Services are intended for users who are at least 18 years old. By placing an order, the Customer declares to be of legal age.

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1. SCOPE AND PURPOSE

These Terms apply to all purchases of Products made through the Site by consumers, i.e. natural persons acting for purposes unrelated to their trade, business, craft or profession (Article 3, paragraph 1, letter a, of Legislative Decree 206/2005 — the Italian Consumer Code). Purchases made by professionals are governed by the provisions of the Italian Civil Code, excluding the mandatory rules protecting consumers.

2. PRODUCTS AND PRE-CONTRACTUAL INFORMATION

The Products offered for sale on the Site are accessories for smart glasses under the ONTOP brand, designed and marketed by LORIKA S.r.l. The essential characteristics of each Product are described on the relevant product page published on the Site.

The images and descriptions on the Site reproduce the characteristics of the Products as faithfully as possible. However, colors may differ from the actual ones due to the settings of the user's device. The images of the Products are therefore for illustrative purposes only.

All Products are subject to availability. The Seller reserves the right to modify the range of Products offered on the Site at any time, as well as to limit the quantities that may be purchased.

3. THIRD-PARTY TRADEMARK DISCLAIMER

ONTOP is an accessory produced by LORIKA S.r.l. LORIKA S.r.l. is not affiliated with, associated with, authorized by, or sponsored by Meta Platforms, Inc. or EssilorLuxottica/Ray-Ban. The trademarks "Ray-Ban", "Meta" and the related models belong to their respective owners and are mentioned solely to indicate the compatibility of the product. The purchase of ONTOP Products does not grant any right to use the third-party trademarks mentioned above.

4. ORDER PROCEDURE AND CONCLUSION OF THE CONTRACT

To make a purchase, the Customer selects the desired Products, adds them to the cart and proceeds to payment by following the instructions on the Site. Before confirming the order, the Customer may review and correct any errors in the data entered.

The order submitted by the Customer constitutes a contractual offer to purchase. The sales contract is deemed concluded when the Customer receives the order confirmation by email from the Seller. The Seller reserves the right not to accept orders that appear anomalous in terms of quantity, frequency or payment method.

The Seller undertakes to keep an electronic copy of the order and to make it available to the Customer upon request, in accordance with Article 51, paragraph 7, of the Consumer Code.

5. PRICES AND PAYMENT METHODS

The prices of the Products are shown on the Site in Euro and are inclusive of VAT. Shipping costs, where applicable, are indicated separately before the order is confirmed and are borne by the Customer unless otherwise specified.

The Seller reserves the right to change prices at any time, provided that the price applied will be the one shown on the Site at the time the Customer submits the order. In the event of a manifest pricing error (for example, a price that is obviously negligible compared to market value), the Seller reserves the right not to confirm the order, promptly notifying the Customer.

The following payment methods are accepted: Visa, Mastercard, American Express, PayPal, Google Pay, Apple Pay. All payments are made in Euro. For credit or debit card transactions, payment data is processed directly by third-party payment service providers, and the Seller does not retain complete card details.

6. SHIPPING AND DELIVERY

The Seller offers free standard shipping for orders of €80.00 or more. For orders below this threshold, standard shipping costs €7.00. The shipping options and costs available are indicated before the order is confirmed.

Unless otherwise stated, delivery will take place within 30 (thirty) days from the date the order is confirmed, in accordance with Article 61 of the Consumer Code. The delivery times indicated on the Site are purely indicative. In the event of delay, the Customer may set a reasonable additional period, after which the Customer will be entitled to terminate the contract and obtain a full refund of the amount paid.

For international shipments, the Customer may be subject to customs duties and import taxes, the payment of which is the Customer's sole responsibility. The Seller has no control over such additional costs.

The risk of loss or damage to the Products passes to the Customer when the Customer, or a third party designated by the Customer, physically takes possession of the goods, in accordance with Article 63 of the Consumer Code.

7. RIGHT OF WITHDRAWAL

Pursuant to Articles 52 et seq. of Legislative Decree 206/2005 (the Consumer Code), the consumer Customer has the right to withdraw from the contract, without giving any reason, within 14 (fourteen) days. The withdrawal period expires 14 days from the day on which the Customer, or a third party other than the carrier and designated by the Customer, acquires physical possession of the Product.

To exercise the right of withdrawal, the Customer must inform the Seller of their decision by means of an explicit statement sent by email to customerservice.lorika@gmail.com or by registered letter to the Seller's address. The Customer may use the attached model withdrawal form, although this is not mandatory.

To meet the withdrawal deadline, it is sufficient for the communication concerning the exercise of the right of withdrawal to be sent before the expiry of the withdrawal period.

In the event of withdrawal, the Seller will reimburse the Customer for all payments received, including standard delivery costs (except for any additional costs resulting from the Customer's choice of a delivery method other than the least expensive standard delivery offered), without undue delay and in any event no later than 14 (fourteen) days from the day on which the Seller was informed of the Customer's decision to withdraw. The refund will be made using the same payment method used for the initial transaction, unless otherwise agreed.

The Seller may withhold the refund until the Products have been received back, or until the Customer has provided evidence of having returned the goods, whichever occurs first.

The Customer must return the Products without undue delay and in any event within 14 (fourteen) days from the date on which the withdrawal was communicated. The Products must be returned intact, in their original packaging where possible, complete with all accessories and documentation. The direct costs of returning the Products are borne by the Customer.

The Customer is responsible only for any diminished value of the Products resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the Products.

The right of withdrawal is excluded in the cases provided for under Article 59 of the Consumer Code, including, by way of example, the supply of goods made to the consumer's specifications or clearly personalized, and the supply of sealed goods which are not suitable for return for hygiene reasons or reasons connected with health protection, if they were opened after delivery.

8. LEGAL WARRANTY OF CONFORMITY

All Products sold by the Seller are covered by the legal warranty of conformity provided for under Articles 128 et seq. of the Consumer Code (Legislative Decree 206/2005), which protects the consumer in the event of defects of conformity that appear within 2 (two) years from delivery of the Product.

The defect of conformity must be reported by the Customer within 2 (two) months of discovery. Unless proven otherwise, defects of conformity that appear within 1 (one) year from delivery of the Product are presumed to have already existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or the nature of the defect of conformity.

In the event of a defect of conformity, the Customer is entitled, at their choice, to have the Product repaired or replaced free of charge, unless the remedy requested is objectively impossible or excessively burdensome compared to the other. If repair or replacement is not possible or is excessively burdensome, the Customer may request an appropriate price reduction or termination of the contract.

9. RETURN AND REFUND POLICY

To return a Product following the exercise of the right of withdrawal, the Customer must request a return authorization (RMA) by sending an email to customerservice.lorika@gmail.com. Upon

receiving the RMA number, the Customer must ship the Product, suitably packaged, to the address provided by customer service.

For Products that are defective or damaged upon delivery, the Customer may request a replacement or refund by contacting customer service at customerservice.lorika@gmail.com, attaching photographic documentation of the defect.

10. INTELLECTUAL PROPERTY

All content on the Site, including, by way of example, text, images, graphics, logos, designs, software, trademarks and domain names, is owned by the Seller or its licensors and is protected by Italian and international laws on intellectual and industrial property.

Any reproduction, distribution, communication to the public, making available, adaptation or other unauthorized use of the Site's content, even partial, without the Seller's prior written consent, is prohibited.

11. LIABILITY AND LIMITATIONS

The Seller is liable to the Customer for any breach of its contractual obligations, within the limits provided by applicable law. In any case, the Seller's liability may not exceed the price of the Product purchased, except in cases of willful misconduct or gross negligence and without prejudice to the mandatory consumer protection rules of law.

The Seller is not liable for damages arising from use of the Product that does not comply with the instructions provided, from modifications made to the Product by the Customer, or from causes of force majeure. The Seller is also not liable for any malfunctions or interruptions of the Site due to technical causes not attributable to the Seller.

12. USER-GENERATED CONTENT AND REVIEWS

The Site may offer the possibility of publishing reviews or content. The user undertakes to publish content that is truthful, non-offensive, non-defamatory and compliant with applicable law. The Seller reserves the right to remove content that violates these Terms or applicable law. By publishing a review, the user grants the Seller a non-exclusive, royalty-free, worldwide license to use, reproduce and publish such content as part of its Services.

13. LINKS TO THIRD-PARTY WEBSITES

The Site may contain hyperlinks to third-party websites. Such links are provided for informational purposes only, and the Seller exercises no control over the content, privacy policies or practices of such sites. The Seller is not responsible for the content, products or services offered by third-party websites.

14. ELECTRONIC COMMUNICATIONS

The Customer agrees to receive communications from the Seller in electronic form (by email or via the Site). Communications relating to the order (confirmation, shipping, invoice) will be sent to the

email address provided by the Customer at the time of purchase. Promotional and marketing communications are subject to the applicable personal data protection regulations.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by Italian law. For any dispute arising from or connected with these Terms, the competent court is that of the place where the consumer resides or is domiciled, if located in Italian territory, pursuant to Article 66-bis of the Consumer Code. For customers residing in the European Union, the mandatory provisions of the law of the consumer's country of residence shall also apply, where more favorable.

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

16. ALTERNATIVE DISPUTE RESOLUTION (ADR/ODR)

Pursuant to Article 14 of EU Regulation No. 524/2013, the Seller informs the Customer that, in the event of a dispute, it is possible to file a complaint through the European Union's ODR (Online Dispute Resolution) platform, accessible at: <https://ec.europa.eu/consumers/odr/>. The Seller's email address for the purposes of the ODR platform is: customerservice.lorika@gmail.com.

The Seller undertakes to resolve any dispute with the Customer amicably. In the absence of an agreement, the Customer may resort to the mediation and conciliation procedures provided for under applicable Italian law.

17. FINAL PROVISIONS

These Terms, together with the Privacy Policy and the Shipping and Delivery Policy published on the Site, constitute the entire agreement between the Customer and the Seller in relation to the purchase of the Products.

Should one or more provisions of these Terms be deemed invalid, void or unenforceable, the remaining provisions shall remain fully valid and effective. The Seller's failure to exercise any right provided for under these Terms shall not constitute a waiver of such right.

The Seller reserves the right to correct any material errors, inaccuracies or omissions present on the Site, even after an order has been submitted, by notifying the Customer.

18. CONTACTS

For any questions, complaints or requests for information regarding these Terms or the Products, the Customer may contact the Seller using the following details:

LORIKA S.r.l.

Registered office: Piazza Annibaliano 18, 00198 Rome (RM), Italy

Email: customerservice.lorika@gmail.com

PEC (certified email): lorikasrl@legalmail.it

Phone: +39 3927533657

Website: <https://lorikacover.com/>

VAT / Tax Code: 18506711003

ANNEX — MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: LORIKA S.r.l., Piazza Annibaliano 18, 00198 Rome (RM), Italy — email:
customerservice.lorika@gmail.com

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the supply of the following service (*):

Ordered on (*) / received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.