

TERMS AND CONDITIONS OF THE SERVICE

“THE LONGEVITY HUB”

1. DESCRIPTION OF THE SERVICE

“The Longevity Hub” (hereinafter also the “**Service**”) is the service offered by **Tristate Digital SA**, with registered office in Lugano, Via Canova 9, CHE-338.710.554 (hereinafter “**Tristate**”), available at the following address <https://repair.cpcompany.com> (“**Online**”) or at Tristate stores listed at the following address <https://repair.cpcompany.com/stores> (“**Participating Stores**”) (hereinafter, jointly, the “**Channels**”).

The Service is made available to individual customers (hereinafter the “**Customers**”) who have purchased a product under the “C.P. Company” brand in accordance with what is set out in paragraph 2 below.

The purpose of the Service is to reduce the environmental impact resulting from the arrival at the end of the life cycle of a C.P. Company garment. The objective is therefore to extend the life cycle of a C.P. Company product by repairing any damage resulting from its normal ageing or from accidental damage, making it wearable again although different from a new product.

2. PRODUCTS INCLUDED IN THE SERVICE – EXCLUSIONS

Original C.P. Company products, regardless of their date of purchase and place of purchase, provided that they are washed and sanitised (“**Products**”), are included in the Service.

The following categories are excluded from the Service: face masks, key rings, swimwear, towels, individual products with more than three damages and/or for which more than three repairs are requested; the following are also excluded from the Service: (a) filling with down and/or wadding and (b) re-dyeing of the Products.

3. TERRITORY

The Service is addressed to all Customers who are located within the European Union or who have an address within the European Union to which the repaired Products will be shipped.

The Service is also addressed to Customers who are located in the UK.

4. METHOD OF EXECUTION OF THE SERVICE

In order to ensure a high level of quality and efficiency in the provision of the Service, and in particular in the event of technical maintenance, management of exceptional volumes of requests or temporary unavailability of materials necessary for repairs, Tristate may deactivate or temporarily suspend the Channels, providing 72 hours' notice by means of a banner on the website: <https://repair.cpcompany.com>.

It is understood that if a Customer has delivered a Product and therefore it has been taken in charge through the Online channel or through a Participating Store, the Service will be guaranteed by Tristate, even if – in the meantime – the Online channel or the channel of the Participating Store used by the Customer has been deactivated.

It is further understood that, in the event of deactivation of the Online channel, the Customer shall have the right to communicate their e-mail address through the Online channel in order to be informed by Tristate, by means of a specific e-mail notification, of the subsequent reactivation of the Service provided through the Online channel itself.

When the Customer delivers the Product to a Participating Store or, before proceeding with shipment from home, in accordance with the procedures indicated in the following articles, the Customer is required to complete a form ("**Form**") indicating: first name, last name, e-mail address, telephone number, Product code, address where the Customer requests the return of the repaired Product (except in the case where the Product is delivered to a Participating Store, as the return will take place at the same Participating Store), description of the Product, description of the repair that is requested to be carried out.

It is understood that any material error (for example, the indication of incorrect personal data or contact details, an incomplete or inaccurate return address, an incorrect Product code, or the failure to provide or incorrect description of the Product or of the requested repair) made by the Customer in completing the Form which results in negative consequences (including loss of the Products, confusion of the Products, delays in delivery) for the Service shall not give rise to any liability on the part of Tristate or its suppliers and nothing may be claimed by the Customer, except in the case of wilful misconduct or gross negligence of Tristate.

The Customer shall keep a copy of the completed Form and – in the event of claims for compensation – promptly submit the Form to Tristate, which shall assess the correctness of its completion.

4.1 Delivery to Store

The Customer has the right to deliver the Product for which repair is requested directly to one of the Participating Stores. In this case, the Form shall be completed directly by the Customer at the Participating Store, provided that the Participating Stores channel is active at the time of the request, and the Product shall be returned and may be collected by the Customer directly at the Participating Store where the same Product was delivered for repair.

4.2 Shipment from Home – EU and UK

Alternatively, the Customer may choose to ship the Product for which repair is requested independently, selecting the courier and coordinating the related preparatory activities necessary for shipment.

In this case, if the Online channel is active at the time of the request, the Form must first be completed online at the following address <https://repair.cpcompany.com/repair>; subsequently, the Customer will receive a confirmation e-mail with the address to which the garment must be shipped.

The address to which the Product must be shipped, where the Customer is located in the EU and requests delivery of the Product within the EU, is as follows:

*United Repair Centre
Krelis Louwenstraat 3
1055 KA Amsterdam
The Netherlands*

The address to which the Product must be shipped, where the Customer is located in the UK and requests delivery of the Product within the UK, is as follows:

*Unit 4, Crusader Industrial Estate
167 Hermitage Road, London N4
United Kingdom*

The Customer must ship the Product together with the completed and legibly printed Form. The shipment, organised by the Customer, must always be provided with so-called tracking.

In the event that the Customer chooses to send the Product by shipment (Online Channel), the Customer expressly acknowledges and accepts that responsibility for the Product, including all risks of loss, theft, misplacement or damage, remains entirely with the Customer until receipt of the Product by the repair centre authorised by Tristate.

For this purpose, the Customer acknowledges that: (i) the mere confirmation of delivery by the courier (e.g. tracking delivery) does not constitute proof of the actual receipt of the Product by the repair centre; (ii) any complaint relating to the shipment (including loss, theft or damage of the parcel) must be addressed by the Customer directly to the appointed carrier, without any right of recourse against Tristate; (iii) Tristate shall in no way be liable, except in the case of wilful misconduct or gross negligence, for the non-receipt of the Product due to causes attributable to third parties (including the carrier), even in the presence of delivery confirmations issued by the courier.

The Customer therefore agrees not to make any claim, request for compensation or other form of liability against Tristate for any event occurring during the transport of the Product to the repair centre.

4.3 Condition of the Delivered Product

The Products must be delivered clean. In the event that unclean Products are delivered, Tristate reserves the right to return the Product to the Customer without carrying out the repair, with the costs for the return borne by Tristate.

4.4 Repair of the Product

The purpose of the Service is to repair the Product in such a way as to maintain it as similar as possible to the original aesthetics and functionality of the Product, using similar fabrics and other elements, with the objective therefore of making the Product usable again.

In cases where original materials are not available, priority shall be given to maintaining the integrity of the Product itself, including identifying a fabric colour for the repair that is as similar as possible.

Where, in order to proceed with the repair, it is necessary to make substantial and structural modifications to the Product (which may therefore involve an invasive modification to the Product), the Customer shall be contacted, by Tristate or directly by its suppliers appointed to carry out the repair, in order to agree on how to proceed.

In the event that it is not possible to proceed with the repair, the Customer shall be contacted, by Tristate or directly by its suppliers appointed to carry out the repair, in order to agree on how to proceed, namely whether to obtain the return of the Product, with all costs borne by Tristate, or whether the Customer wishes to recycle it.

It is specified that, the Service being an ancillary and conventional service, once the repaired Product has been received, the Customer may not adhere again to the Service in order to request the same repair, should the Customer consider that it must be carried out again; in any case, the right to request again the repair of the same Product remains reserved where resulting from a breakage occurring subsequently.

4.5 Timeframes – Return of the Product

The objective of the Service is to encourage the repair of Products while ensuring the highest quality standards. The objective of Tristate and its partners involved in the provision of the Service is to ensure, excluding delivery and shipment/return times of the Products, that within 10 days the Product will be repaired. This is an objective that Tristate undertakes to respect but which, for reasons sometimes not foreseeable (for example, the lack of adequate repair materials), cannot be guaranteed. Some factors that may affect delivery times are complex orders, high volumes during peak seasons, technical problems and other unforeseen circumstances. When delays occur, the Customer is constantly updated, without prejudice to the right to cancel the repair, with consequent return of the Product by Tristate, which shall bear all related costs, in the event of unjustified delay.

The Product shall be returned to the address communicated by the Customer when completing the Form as indicated in Articles 4.1 – 4.2 above.

5. COST OF THE SERVICE

In the event of delivery of the Product to a Participating Store, the Customer shall not bear any cost for the repair of the Product nor for its return.

In the event of delivery by courier, the Customer shall bear only the costs of the latter, necessary for shipping the Product to the addresses indicated in Article 4.2 above.

All costs relating to the return of the Product shall be borne by Tristate.

6. LOSS OF PRODUCTS

Without prejudice to the exceptions already indicated, in the event that Tristate loses the Products (i) during their shipment, received through the Participating Stores, or (ii) during their redelivery following repair – whether through the Online channel or through the Participating Stores – the Customer shall be guaranteed the sending of an identical or similar C.P. Company garment (depending on availability) belonging to the same product category (e.g. overshirts, jackets, shirts, t-shirts, trousers, etc.).

The Customer hereby acknowledges and accepts that they shall have no further claims against Tristate in the event of loss of the garments, provided that they receive one of the solutions described above, as defined by Tristate.

7. PROCESSING OF PERSONAL DATA

Customers' personal data shall be processed in accordance with the privacy policy available here:

- In English: <https://static.cpcompany.dev/the-longevity-hub/privacy-policy-v6-en.pdf>
- In Italian: <https://static.cpcompany.dev/the-longevity-hub/privacy-policy-v6-it.pdf>
- In French: <https://static.cpcompany.dev/the-longevity-hub/privacy-policy-v6-fr.pdf>

8. MISCELLANEOUS

Tristate reserves the right to amend these Terms and Conditions at any time. The new version shall be notified at least 15 days in advance by means of a specific banner visible on the home page of the website <https://repair.cpcompany.com>. The updated version of the Terms and Conditions shall automatically enter into force upon expiry of the aforementioned term, unless otherwise indicated.

It is understood that any amendments shall not apply to repair requests already taken in charge by Tristate prior to the date of entry into force of the new version, which shall continue to be governed by the Terms and Conditions in force at the time the Product was taken in charge.

The currently applicable version is always available via the link in the footer of the same website.