

# Conditions of Sale

## General Provisions

The purpose of these general terms and conditions of sale is to regulate the purchase of products made at a distance via the Internet site [www.caffefusari.it](https://www.caffefusari.it).

The sales contract with the Customer is concluded in Italy and is governed by the rules of the legal system of the Italian Republic, in particular, by Legislative Decree No. 206 of 6 September 2005 (Consumer Code) and Legislative Decree 9 April 2003, No. 70 (Ecommerce Decree).

This contract is drawn up in the Italian language and all future communications with the Customer shall be in the Italian language.

The sale is reserved exclusively for European residents of legal age and deliveries are limited to the territory of Italy. For tax reasons, we do not accept orders from free zones (e.g. Livigno, Campione d'Italia, the Azores, Madeira, etc.).

The Customer who accesses the Site to make purchases is obliged, prior to sending the order, to register on the Site and carefully read the general sales provisions that can be consulted at any time on the Site itself and through the link that can be clicked at the time of registration to allow them to be reproduced and memorised.

These Conditions of Sale may be updated at any time, so the Customer must check this page from time to time to ensure that he/she agrees with any changes. Use of or access to this Site implies acceptance of these Terms of Sale, valid as of 01/01/2021.

The customer is responsible for the truthfulness and correctness of the data provided for registration purposes.

## **Ordering Products**

The features and price of the various products are listed in the pages on each product.

In order to purchase the Products, the Customer shall fill in the order form in electronic format; add the various Products to the "Shopping Cart" and, after having read the Conditions of Sale and Privacy Policy, enter the shipping and billing information, select the desired payment method and confirm the order.

After completing the online purchase procedure, we recommend that you print out or save an electronic copy of your order and of these Terms of Sale.

The order confirmation has the value of a contractual proposal, whereby the customer acknowledges and declares that he/she has read all the information provided to him/her during the purchase process and that he/she accepts these Terms of Sale in full.

The contract with the Customer shall be concluded with the Seller's acceptance of the order. Such acceptance shall be communicated to the Customer by means of an order confirmation email containing a reference to these Conditions of Sale, the order number, shipping and invoicing data, the list of ordered Products and the total price, including delivery costs.

Once the order has been received, the Seller shall check the availability of stock for the order to be fulfilled. In the event that one or more Products are no longer available, Customer Service shall promptly notify the Customer by email who, within the following 12 hours, shall have the option of replying to confirm the availability of further Products or cancel the shipment. If no reply is received within this period, the order shall be deemed to have been placed and the available Products shipped. In this case, the full amount for the missing Products shall be reversed or, depending on the payment method chosen, shall not be charged to the Customer.

Any right of the Customer to damages or compensation, as well as any contractual or non-contractual liability for direct or indirect damages to persons and/or property caused by the non-acceptance or non-fulfilment, even partial, of an order is excluded.

For tax reasons, we do not accept orders from French areas (e.g. Livigno, Campione d'Italia, the Azores, Madeira, etc.).

An invoice can only be requested if the order is placed by a professional. In this case, the customer must enter the invoice data including tax code and/or VAT number and SDI code during the order process. The corresponding invoice will be sent by email to the address provided.

The customer requesting the invoice is responsible for the truthfulness and correctness of the invoice data and is expressly informed that he may not request the invoice to be sent later.

## **Product Information**

The prices of the products are indicated on the Site and are inclusive of VAT; to the price of the product must be added the cost of shipping, where applicable, and all customs and extra-customs duties, if due.

All prices, product availability and/or stock-outs may be subject to change without notice.

The visual representation of the Products on the Site normally corresponds to the photographic image accompanying the product sheet. In the event of any difference between the image and the product sheet, the description on the product sheet shall prevail.

The product information will be constantly updated, we do not guarantee the complete absence of errors and/or omissions; the vendor reserves the right to correct any inaccuracies even after orders have been placed and to change and/or update information at any time without prior notice.

The order is usually processed within two days of purchase if the customer chooses 'Credit Card' as payment method; the day after credit is given if the customer chooses 'Bank Transfer' as payment method.

All purchases shall be delivered by express courier from Monday to Friday, excluding public holidays and national holidays, in any case the Seller shall not be liable for unforeseeable delays and/or delays not attributable to it.

Once the Products have been dispatched, the Customer will receive a confirmation Email including a link to refer to for tracking the shipment.

The purchased Products shall be delivered to the address indicated by the Customer during the purchase procedure. At the time of delivery, the presence of the Customer or a person of legal age shall be required.

No deliveries to PO boxes will be made.

The Seller is not liable for damage to or tampering with the goods delivered by the forwarding agent. We therefore invite the Customer to always accept the package from the carrier "subject to checking the integrity of the goods".

## **Right of withdrawal, warranty and conformity defects**

Sales of products via the Internet are governed by Legislative Decree 206/05 (arts. 50 to 68), which regulates the subject of distance contracts. This regulation provides for the possibility for the consumer to return the purchased product and obtain reimbursement of the expenditure incurred. The right of withdrawal is reserved exclusively for natural persons (consumers), so it cannot be exercised by legal persons and natural persons acting for purposes related to their professional activity. Pursuant to Article 55(2) of the Consumer Code, the Customer shall not have the right of withdrawal in the case of:

- Made-to-measure or customised products
- Products liable to deteriorate and/or expire rapidly
- Sealed products that cannot be returned for hygienic or health protection reasons or that have been opened after delivery

In any case, the right of withdrawal lapses completely, for lack of the essential integrity of the goods (packaging and/or its contents), in cases where the Seller ascertains

- the lack of the wrapping containing the purchased product.
- damage to the product due to causes other than its transport.

To exercise the Right of Withdrawal, the Customer shall send the Seller a notice within 14 working days of receipt of the goods.

Customer Service will, upon receipt of the communication, open a file for the management of the return and provide instructions on how to return the Products. In order to guarantee that the return is free of charge, the Products must be returned in the same box in which they were received. In the event of a right of withdrawal, the Seller shall refund the Customer the full amount of the returned goods, including shipping costs where applicable, within 14 days from the date the notice of withdrawal is received, without prejudice to the Seller's right to suspend payment of the refund until receipt of the goods. For reimbursement, unless otherwise requested, the same payment methods used by the Customer shall be used. In the case of bank transfer, the Customer shall provide the bank details (account holder, name and address of the bank, IBAN code) on which to receive the refund.

The legal guarantees provided for in Articles 129, 130 and 132 of the Consumer Code apply to the sale of Products. The Customer has the right, at his choice and on condition that the type of Product the conformity of the Product by repair or replacement, or an appropriate reduction in the price of the Product.

price or termination of the contract. The customer forfeits these rights if he does not report the lack of conformity to the Seller within a period of two months from the date he discovered the defect.

The return of Products is in all cases at the cost and risk of the Customer.

## **Limitations of liability**

The seller shall not be liable for any delay or failure to perform its obligations under this contract due to causes, events or other situations beyond its legitimate control.

In any event, the Vendor shall not be liable for any direct and/or indirect loss or damage of any kind, including loss of business, loss of data, loss of profit or interruption of business, irrespective of the cause, as a result of any technical problems connected with the operation of the Internet or the [www.caffefusari.it](http://www.caffefusari.it) website.

The Vendor is also not liable for any inaccuracies and/or errors in the information contained on the [www.caffefusa-ri.it](http://www.caffefusa-ri.it) website.

## **Jurisdiction**

For any dispute between the Seller and the Consumer arising from the interpretation of the regulations and the terms and conditions of sale herein, the mandatory territorial jurisdiction shall lie with the Court of the place of residence or domicile of the Consumer, if located in the territory of the Italian State. In all other cases, the competent court shall be that of the Seller's registered office.