



## **GENERAL TERMS OF SALE FOR ONLINE PURCHASE ON [www.personalizzato.it](http://www.personalizzato.it)**

E-POL SRLS  
legal residence  
in Via Maddalena, n. 10/I  
29121 Piacenza (PC)  
P. IVA n. 01638840338

(hereafter "**E-POL**"), makes available to all the users the possibility to buy online on the [www.personalizzato.it](http://www.personalizzato.it) the branded products (hereafter "**products**")

### **1) General notes**

These general terms of sale (hereafter "**General Terms**") are regulated by the Italian Consumer Code (Legislative Decree No. 206/2005 and following changes or additions) and by e-commerce Italian law (Legislative Decree n. 70/2003 and following changes or additions) which can be applied exclusively to remote online retail sales of the Products as identified and listed in the [www.personalizzato.it](http://www.personalizzato.it) website.

Such terms, however, apply exclusively to contracts concluded with *consumers*, as identified in art. 3 lett a) Italian Consumer Code; different is for the Professional-Client, as showed in dedicated terms of condition on the website.

Without prejudice to the possibility for E-POL of changing at any moment the present General Terms, in case of variations will be applied to the order terms posted on the Website at the time of sending the order to the Client (hereafter "**Client**").

### **2) Contract's subject**

With the present General Terms of Sale, E-POL remotely sells and the Client remotely purchases the Products and the Services at respective Prices as stated in the relative website.

The purchasing contracts concluded on the Website and concerning Products and related Services (hereafter "**Contracts**") will be concluded with E-POL SRL.

Before confirming his order, the Client undertakes to examine the present General Terms of Sale, in particular the pre-contractual information provided by E-POL and to accept by affixing a flag in the indicated box.

By checking the box "I agree with the general terms of sale" upon the order's confirmation, the Client declares to have seen and to accept without reserves to terms and to privacy statement.

A copy of the terms of sale will be available (in PDF version) on the reference websites, in order to permit to the Client to archive it as provided in art. 51 p. 1 Legislative Decree n. 206/2005, as modified by Legislative Decree n. 21/2014.

### **3) Pre-contractual data for the consumer *under art. 49* Legislative Decree n. 206/2005**

The Client, before the conclusion of the purchase contract, examine the goods' features described in the single forms produced upon the Client's choice.

Before the contract's conclusion and before validating the order confirmation with the "obligation of payment", the Client will be informed about:

- the total price of goods inclusive of taxes, with the shipping details and any other costs;
- the methods of payment;
- exclusion of the right of withdrawal for the tailored products;
- the existence of a legal guarantee of conformity for purchased products.

The Client can always, and anyway before the contract's conclusion, make use of data concerning the E-POL Company as geographic address, telephone number and fax number, e-mail; and also the following information:

E-POL SRLS

legal residence

in Via Maddalena, n. 10/I

29121 Piacenza (PC)

P. IVA n. 01638840338

tel.035.90.51.16

mail: info@personalizzalo.it

#### 4) Products

That products sold by E-POL are customized and personalized on the basis of requests made by the Client through the procedure and subject to the Site terms of service in accordance with point 5) of the present conditions of sale.

#### 5) Conditions of use of the service and the consumer's requirements

Through the use of the [www.personalizzalo.it](http://www.personalizzalo.it) E-POL website allows the Customer to customize goods offered for sale ("**products**") with his own images ("**contents**").

The Customer agrees to use the service offered by E-POL in accordance with these terms of use and assuming its obligations laid down in point 5).

In particular, the Customer declares to be aware and agree that E-POL is not in any way able to verify the origin and nature of the contents published through the use of the offered service, on which the Company cannot exercise any form of control.

The Customer acknowledges that the content does not violate mandatory rules, public order and morality and acknowledge that all information, photographs, images or any other material submitted for processing/printing comes under its sole and exclusive responsibility.

The Customer also declares to be the holder of the rights related to the contents of which ask for the reproduction or anyway to be in possession of the correct authorisation of their legal owners.

The Customer undertakes, in particular, not to use the service to print:

- contents that are illegal, damaging, threatening, abusive, harassing, defamatory and/or libelous, vulgar, obscene, pornographic, invasive of other people's privacy, racist, class-conscious or otherwise objectionable;
- contents that he doesn't have the right to transmit or spread under a provision of law, a contract or pursuant to a fiduciary relationship;

- contents involving the infringement of patents, trademarks, copyrights, rights of publicity or other intellectual property rights and/or intellectual property rights of third parties; The Customer exempts E-POL from any liability arising from the violation of the above mentioned obligations, from the violation of the law and of the provisions that protect the copyright, as well as any content that might somehow be defamatory or offensive to third parties.

The Customer undertakes to exempt E-POL, its employees and collaborators from any demand, claim or pretense, including any cost and obligation, resulting from the use of the service by the Client.

## **6) Order**

The orders will need to be made on-line using the order process in this website.

The Client concludes successfully the Order Procedure if the Website doesn't show any error message (the system can't detect the errors which refer to data entered by the Client in the billing address and shipment's fields).

## **7) Contract's conclusion and validity**

The Purchase Contract will be considered concluded between E-POL and the Client when E-POL will receive the order.

The system will confirm the Order's receipt with the automatic dispatch of an e-mail (hereafter "**Order Confirmation**") to the e-mail address indicated by the Client.

The E-POL Company reminds to the Client to look very closely and check the accuracy of the Order Confirmation's data and to communicate to E-POL within 24 (twenty-four) from its reception possible corrections.

The Order Confirmation, communicated by E-POL, will need to be used by the Client in any connection with E-POL.

E-POL undertakes to describe and show the articles sold on the website in the better way possible. Nevertheless it could present some errors, inaccuracies or small differences between the website and the actual product.

The photos of the products displayed on [www.personalizzalo.it](http://www.personalizzalo.it) can't form part of the contract as exclusively representative.

## **8) Method of payment**

Any payment made by the Customer may be made solely by means of the credit cards listed on the website [www.personalizzalo.it](http://www.personalizzalo.it), with bank transfer, or PayPal payment method or with payment on delivery.

In case of payment by credit card, the amount of the order will be actually charged only when the order will be complete and ready for the shipment.

In case of payment with Paypal, the amount will be effectively be debited at the time E-POL will send the order confirmation e-mail.

For communications relating to payment and the data provided by the Customer at the time it takes place are used special secure lines. The security of payment by credit card is guaranteed by VBV (Verified by VISA) and SCM (Security Code) certifications.

## **9) Prices**

All Products Prices indicated on the Website's section "Products" are inclusive of VAT.

The delivery price (hereafter "**Delivery Price**") and the further E-POL Services costs, as indicated in the following articles of the present General Terms of Sale, at the expense of the Client and are adequately detailed in the Purchase Order.

To Products and Services is applied the Price shown on the Website, at the time of

dispatching the Order, without any consideration of previous offerings or any Price changes made subsequently.

In case of IT, manual, technical or no matter what else kind of error which could cause a substantial and unexpected change (for E-POL) of the sale price, making it exorbitant or clearly derisory, the purchase order will be considered invalid and cancelled, and so the contingent amount paid by the Client will be, in that particular case, refund.

## **10) PRODUCT DELIVERY**

### **Delivery method**

E-POL will deliver (hereafter "**Delivery Service**" or just "**Delivery**") by means of carriers. The Customer is therefore obliged to check that the packaging is intact and clean and that the goods received correspond to the order.

In case of visible flaws, like mistaken quantity and/or mistaken Product and/or not intact packaging, E-POL requires to the Client to signal these anomalies on the transport document, writing WITH RESERVE, and to contact E-POL to references indicated in the website.

In any case, the delivery planning as regards mode, date and time is at the discretion of the company in the respect of the terms defined at the time of the order.

Anyway, at the time of the delivery, it's always requested the presence of the customer or the presence of a trusted person designated by the same.

### **DELIVERY TIME**

However, at the Delivery time will be indicated the estimated delivery date; this date, anyway, is approximate, that's why E-POL cannot be responsible for any contingent delivery time variation.

In the matter of Delivery method, E-POL will be dispensed with any liability in case of delay caused by events, facts, and circumstances unpredictable at the single Purchase Contract conclusion, inevitable and also out of E-POL's control (for example: vehicles malfunctions, strikes, revolts, natural disasters, etc.).

In these cases E-POL will promptly inform the Client about a new time limit within the Delivery will be made and do its utmost in order to respect all the obligations as written in the Purchase Contract.

### **11) Delivery costs**

The delivery costs (hereafter "**Delivery Costs**") are charged to the Customer unless otherwise provided in the Purchase Order and in the following Order Confirmation.

### **12) exclusion of the right of withdrawal**

Pursuant to art. 59 of the Consumer Code is legitimately excluded the right of withdrawal for products sold by E-POL through the [web www.personalizzalo.it](http://www.personalizzalo.it) website, being the same tailored and clearly personalized.

Therefore, E-POL informs the Customer that you will not be able to exercise the right of withdrawal.

### **13) Legal Warranty**

The Client Consumer has the right to benefit from the legal warranty as disposed by the Italian Consumer Code in artt. from 128 to 132.

That Warranty disposes, also, that the Consumer, on pain of loss, signals to E-POL the contingent lack of compliance pinpointed by the Consumer in the purchased Product within

2 (two) months from the discovery moment (*ex art. 132, Italian Consumer Code*) and, however, not beyond 2 (two) years after the product delivery.

After that report, the Consumer will have the right to ask for the reparation or substitution of the Product.

So, under the present Legal Warranty, E-POL is responsible for lacks of compliance that propose within 2 (two) years from the Product's Delivery. So, beyond that limit, E-POL won't be responsible for lacks of compliance pinpointed by the Consumer.

After the Client's report, E-POL will verify the effective existence of a lack of compliance. In the case that in order to make the previously mentioned verifications the E-POL personnel go to the Client's domicile - so the company incurs the costs of good's restitution and isn't found any lack of compliance - the costs necessary to intervene and any other will be charged on the Client.

In case of Product's substitution or reparation, the warranty's terms which refer to the substituted or repaired Product, are the same of the original product. Therefore, the legal warranty's total biennial duration accrues from the Delivery of the original product.

In order to be able to avail the warranty it is recommended to exhibit the purchase document.

However, for the legal warranty discipline it needs to refer to provisions of Italian Consumer Code at artt. 128 and followings.

E-POL refuses any liability according to damages that could directly or indirectly arise to things or people from the lack observance of all the clarifications in the dedicated instructions consigned with the product, referring particularly to the terms of sale and the maintenance.

#### **14) Entirety**

The present General Terms of Sale consist of all these clauses. If one (or more) clause among these is considered invalid or avoided by the law or after the decision of a Court with jurisdiction, the other dispositions will continue to be valid and effective.

#### **15) Applicable Law and Court of Jurisdiction**

The present General Terms of Sale are governed by Italian Law.

Every litigation will be devolved to the exclusive jurisdiction of the Court of the place of residence or domicile of the Client, if located in the territory of the Italian state.

However, it's possible to recur optionally to the mediation procedure which refers to the D.lgs 28/2010, for the resolution of disputes referring to the interpretation and execution of the present Terms of Sale.

#### **16) Personal Data Treatment**

E-POL treats Client's data accordance with the legal framework for data protection law, personal data, as specified in the website's information.