



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

E-POL SRLS  
legal residence  
in Viale Sant'Ambrogio 17/D  
29121 Piacenza (PC)  
P. IVA n. 01638840338

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

### **1) General notes**

These general terms of sale (hereafter "General Terms") applies between the company E-POL and any Client that correspond to the concept of professional-Client as identified in art. 3 lett c) Italian Consumer Code Legislative Decree n. 206/2005 (hereafter "Professional") who make a product order as intended and listed in the [www.personalizzalo.it](http://www.personalizzalo.it) website.

These conditions are not applied to Consumers and are not regulated by the Italian Consumer Code (Legislative Decree No. 206/2005 and following changes or additions)

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 sells and the Professional remotely purchases the Products and the Services at respective Prices as stated in the relative website.

The contract is to intend concluded exclusively on the web, by accessing to the websites [www.personalizzalo.it](http://www.personalizzalo.it) or through the [cover.softwise.it](http://cover.softwise.it) link and the creation of a purchase order in accordance with the procedure provided by the website.

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.

Flagging 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.

No particular term or purchase condition, oral or written, could ever prevail on the present terms, except for a preventive official and written acceptance of E-POL.

The contingent exclusion, in a particular moment, of one disposition contained in the present terms won't never be interpreted as a renounce of E-POL to fully use any of the dispositions contained in the present terms.

### **3) 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 4) of the present conditions of sale.

### **4) Conditions of use of the service**

Through the use of the [www.personalizzalo.it](http://www.personalizzalo.it) or the [cover.softwise.it](http://cover.softwise.it) link E-POL 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;

## **5) THE CUSTOMER-PROFESSIONAL REQUIREMENTS**

By ordering products on the website or through the link, the Professional undertakes and guarantees to possess the legal capacity to stipulate a contract and also declares to order the products solely for the purpose of his professional activity or in the name and on behalf of which he stipulates the contract.

The Customer exempts E-POL from any liability arising from the violation of the above mentioned obligations in point 4, 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 online using the website order procedure.

The Client concludes correctly the Order Procedure if the Website doesn't show any error message (the system can't notice the errors which refer to data put 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 Customer's payment may be made solely by means of the Credit Cards listed on the [www.personalizzalo.it](http://www.personalizzalo.it) website, 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 effective amount will be charged when E-POL will send the order confirmation e-mail.

E-POL will invoice for the Purchase Order, transmitting it to the Order's holder after the payment.

For the purpose of invoicing it will be considered solely the information provided by the Client.

E-POL therefore reminds to the Client always to check extremely carefully the accuracy of the information provided.

## **9) Prices**

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

The 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) PRODUCTS 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 are at the discretion of the company in respect of the terms defined at the time of the order.

At the time of delivery it's always requested the presence of the Client or the presence of a trusted person.

### 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 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) Legal warranty**

The Professional-Client (non consumer), in case of products in lack of order's compliance, has to signal to E-POL immediately after the delivery.

The contingent lack of compliance, in fact, has to be signaled within 8 (eight) days from the discovery.

However, the above mentioned legal warranty is valid for the no longer period of 12 (twelve) months from the Product's Delivery.

In order to be able to avail the warranty it is recommended to exhibit the purchase document. In respect of the above listed dispositions and, only against E-POL's control about the concrete lack of compliance of the sold product, the professional-Client will have the right to a reduction of the product's cost corresponding to the value of the reparation, excluding any compensation or reparation.

has Beyond that limit E-POL , won't be considered responsible for lacks of compliance pinpointed by the Professional-Client.

In case of request for the product reparation, the costs of restitution to E-POL and other contingent costs, will be charged on the Professional-Client.

### **13) Right of withdraw**

In case the professional-Client decides to sell the product purchased by E-POL to third parties - final consumers - he will have to guarantee the same warranties as disposed by the Italian Consumer Code under artt. 128 ss.

So, in that case the professional will be the only responsible for the consumer.

In case of Consumer's report, under art. 130 of Italian Consumer Code the professional-Client will have to communicate immediately to E-POL in order to verify the contingent lack of compliance of the product and the possibility of reparation.

The above mentioned alert will necessarily be sent to E-POL by registered letter or by pec (with prove of transmission) within 5 (five) days from the communication made by the Consumer.

Notwithstanding the disposition contained at art. 131 of Codice del Consumo, the professional who has to or have observed to the Consumer's remedies, will be just able to ask to E-POL for a free reparation of the product which in that case must be immediately shipped back to the Company

Therefore, E-POL won't be charged with the product's delivery costs to its company, neither for the following delivery to the Consumer or for further accessory charges.

E-POL won't be responsible for contingent lacks of compliance caused by the Professional who tried autonomously to repair a E-POL product.

### **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 Monza.

### **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.