



# Legal Terms

## **The present general terms regulate access and use of the website**

**Giberto.it** (referred to as the “Website”) and the use of services and content included within (such as, for example: images, software, text, brands and logos, color combinations, structures and drawings).

Any person accessing and/or using the Website takes on attributes of “User” and accepts, from the moment of first access and/or use, the present conditions, which are applied independently from the General Terms of Sale that regulate the eventual purchase of products present in the online catalog of the Website.

Failure to accept these Conditions disallows further access or use of contents and services of the Website.

The current Conditions have been updated on the 1st of March, 2019.

## **SECTION 1: THE WEBSITE**

Access to the Website [www.Giberto.it](http://www.Giberto.it) is free. The Website is managed by the company Giberto Srl with legal address San Polo, 1364 – 30125 VENEZIA, registered in the Chamber of Commerce in Venice at n. 036026102751 of the Business Registry, identification number VE322291, VAT number 036026102751.

The User must accept the Website “as is” in the conditions in which it is presented. Giberto Srl is not responsible for any damage, direct or indirect, that may follow the use of the Website. The Portal and its contents may be modified or replaced at any time without warning. Any information and/or request may be addressed to: [info@giberto.it](mailto:info@giberto.it)

## **SECTION 2: ONLINE PRIVACY PROTECTION**

All data transmitted by the User, through access or use of the website, will be treated in accordance to the On-line Privacy protection rules, accessible on the Privacy Policy page, that is hereby quoted and accepted by the User.

## **SECTION 3: USER OBLIGATIONS**

The User pledges to not transmit, publish, send, share or store any information and other content which may be: – protected by copyright or revealing trade secrets; – obscene, defamatory, threatening, harassing, offensive, libellous, sexually explicit; – unsolicited messages, advertising, market research, mailing lists, mail or email



distribution lists; – containing viruses, trojans, worms, time bombs and other elements with intent to harm, intercept or illicitly use data, information, physical and logistical structures of Giberto Srl, its affiliates or third parties.

The User also agrees not to:

- register as Customer with fraudulently false or incomplete information;
- allow third parties to use their user name or password, once registered;
- delete or modify the material or other information belonging to other users or to Giberto Srl;
- gather or otherwise obtain information on third parties, including email addresses, without the explicit consent of the holder;
- access to protected or unauthorized Website data and violate the system or the security measures of the Website;
- act in such a way to unreasonably or disproportionately overload physical and logistical systems of the Website, for example through flooding, spamming, mailbombing or crashing;
- use devices, software or other tools with the purpose of compromising or
- attempting to compromise the normal operation of the Website, as well as
- attempting to decypher, decompile, disassemble or decode the software that makes up or constitutes part of the Website;
- use or attempt to use engines, software, tools, agents or other mechanisms (such as, for example: spiders, bots,...) which allow navigation or
- searching inside the website without using the internal search engines.

Eventual illicit or non-compliant conduct will be persecuted by law in the appropriate jurisdictions.

#### **SECTION 4: COPYRIGHTS AND CONTENT OWNERSHIP**

All copyrights for Website content (such as, for example, text, graphics, photos, images, user interface), as well as its selection, matching and organization, are property of Giberto Srl, its affiliates or eventual third-party licensees. No statement eventually included on the site gives license or production rights on copyright belonging to Giberto Srl or third parties.

The Website content is destined for the sole use of its Users and Customers of the site; unauthorized commercial use of the content is prohibited.

The User may freely display Website content, print it, copy it and save it to computer hard drive or other physical medium, taking full responsibility and exclusively for personal and private use, in accordance to current legislation on copyright protection. All rights on trademarks, product names, commercial names, logos, packaging and design of all products or services belonging to Giberto Srl, its affiliates or third parties, both in extended form and with the trademark symbol, are the exclusive property of



their rightful owners, in accordance with international agreements and current legislation. All uses that may violate these rights are strictly prohibited.

#### **SECTION 5: HYPERLINKS (LINKS)**

The Website may contain hyperlinks to other websites. Giberto Srl does not take any responsibility for eventual content or services offered by third parties, nor does it guarantee technical availability, reliability or lawfulness of any content and information contained in linked websites. Similarly, the eventual input of a link does not imply any type of association, fusion or participation by Giberto Srl with the owners and content of linked websites.

#### **SECTION 6: DURATION AND MODIFICATION OF THE PRESENT CONDITIONS**

Giberto Srl reserves the right to modify, without warning, the present general Conditions for Access and Use. Eventual modifications will take immediate effect from the time of first posting on the Website and be valid until further modification.

#### **SECTION 7: APPLICABLE LEGISLATION**

Italian legislation is applied to all relationships between Giberto Srl and the User.



# Supply Conditions

## WARRANTIES, RETURNS AND REFUNDS

### Guarantees

All products sold by Giberto S.r.l. are covered by statutory guarantee for non-compliance faults, as per articles 128-135 of Legislative Decree no. 206/2005, to be reported within 10 days of their discovery. In order to benefit from assistance under this guarantee, the Customer must keep the documentation accompanying goods on delivery. Non-substantial variations in form, size, colour – inevitable and typical of glass-work, and indicative of hand-crafted products – shall not be considered a fault or non-compliance.

### Right of withdrawal

Right of withdrawal is subject to the following terms (Art. 67 of Consumer Code): private (non VAT-registered) Customer may exercise this right as per the applicable Laws. To do so, Customer must send an e-mail to Giberto S.r.l., to [info@giberto.it](mailto:info@giberto.it), within 10 working days from the goods' delivery date. The word "RETURN" must be indicated in the subject field, and the text must include the purchase order number shown in the order confirmation e-mail and in the invoice accompanying the goods. The only costs charged to the Customer will be those covering the products' return to sender. Products must be returned in pristine conditions (free from signs of use, abrasion, laceration, scratching, deformation, etc.), complete with all their parts and accessories, on pain of the return being refused. Goods must be shipped by insured parcel, post-paid; parcels shipped COD or post-unpaid will not be accepted by Giberto S.r.l.. Please note that Giberto S.r.l. does not negotiate returns or reimbursements for products personalized to meet Customer's requirements. Returns will be accepted within 3 working days from date of delivery of the parcel to our warehouse. After accepting the returned good and verifying its pristine conditions (and presence of tag and seal, where applicable), Giberto S.r.l. will arrange with its bank to proceed with the reimbursement, sending the Customer an e-mail confirmation. If payment was made by credit card, Giberto S.r.l.'s reference bank will settle the reimbursement within 7



working days from the date on which Giberto S.r.l. receives the returned good. The time necessary for reimbursement to show up on the Customer's bank account will depend on the credit-card issuing institution. For payments made by PayPal reimbursement is normally visible within 24 hours from the date on which Giberto S.r.l. receives the return.

## **CUSTOMER CARE**

### **Complaints**

Customer complaints must be submitted to Giberto S.r.l. Customer Service by telephone to the following number: +39 041 2770086 or by email to: [info@giberto.it](mailto:info@giberto.it). Giberto S.r.l. will not be held liable for any damages, losses or costs incurred by Customer as a result of non-execution of contract, Customer being entitled solely to the integral reimbursement of the price paid and of any accessory costs sustained.

### **Limitations of liability**

Giberto S.r.l. shall in no case be held liable for careless, unsuitable or inappropriate use of the products sold. Giberto S.r.l. shall not be held liable for actions by third parties who, acting as independent partners, are involved in payment management and settlement activities, in the goods' delivery, or in any other operation associated with the execution of contracts concluded via this website. In no case whatsoever shall Giberto S.r.l. be held responsible for fraudulent or improper credit-card use by third parties upon payment of products purchased from this website. At no time during the purchase procedure shall Giberto S.r.l. acquire the buyer's credit-card data, as these will be transmitted directly to the receiving bank service via a payment gateway.

### **Force majeure**

Neither party will be held liable for the non-performance (in whole or in part) or for any delay in the performance of their obligations under this contract resulting from an event beyond their control (force majeure). Force majeure events include, but are not limited to: wars, riots, insurrections, serious internet security disturbance, technical failures, unauthorized web-server access and/or intrusion, strikes of any kind, internet or telephone service disruption. If one party believes that a force majeure event has occurred, it must inform the other party within 5 working days from the event's occurrence or from the risk of such an event occurring. The parties agree to meet in order to determine jointly the terms and conditions for processing orders during a force majeure event. After an interruption of one (1) month due to a force majeure event, Giberto S.r.l. shall be entitled to decide whether to cancel orders and, where due, to reimburse Customer.



## **Applicable law and jurisdiction**

The sale contract between Customer and Giberto S.r.l. shall be governed by the Italian Law. Any civil disputes regarding sales contracts concluded through this website between Customer (intended as a private consumer) and Giberto S.r.l., shall be subject to the unchallengeable jurisdiction of the Court located in the town of residence or domicile of the Customer, wherever s/he may live on the Italian territory. All other cases shall fall within the unchallengeable jurisdiction of the Court of Venice.

## **GENERAL CONDITIONS OF SALE**

This e-commerce website (hereinafter called 'website') belongs to Giberto S.r.l., with registered office in San Polo 1364 – 30125 – Venice (Italy), VAT registration no. and tax code 03602610275.

These General Conditions of Sale, governing on-line purchasing of products sold by Giberto S.r.l. and deemed to be an integral part of the transaction, are reserved for website Users declaring that they are of adult age under the Italian Law and intend to resort to such a service (End Customers). These General Conditions of Sale are governed by Legislative Decree dated 6 September 2005 no. 206 (Consumer Code). Giberto S.r.l. complies with its obligations under Legislative Decree dated 9 April 2003 no. 70 (Execution of Directive 2000/31/EC regarding aspects of information society services on the domestic market, with special reference to e-commerce). The sale of products through this website is intended solely for the Users' personal use, to the exclusion of any professional purposes. All texts, images and design deriving from the products and from images of the products featured on this website are protected under Law 633/1941 and under Legislative Decree 30/2005. Their (even partial) use is prohibited.

### **Contract conclusions and acceptance of general conditions of sale**

By filling in and submitting the purchase order form according to the following guidelines the Customer shall be deemed to acknowledge and accept these General Conditions of Sale. The Company Giberto S.r.l. shall send Customer an order confirmation by e-mail within 3 working days from the receipt of the purchase order form following the conclusion of the check-out process: the contract shall be deemed accepted only after this communication has been sent. Non-receipt of this order confirmation within the time limit indicated above shall constitute the order's cancellation. Customer shall not be entitled to any award of damages or indemnity, nor shall Giberto S.r.l. be held liable, in contract and in tort, for the even partial non-acceptance of the order. By submitting an order to Giberto S.r.l., the Customer acknowledges and declares that s/he has read all information provided during the



purchase procedure, and integrally accepts the General Conditions of Sale regarding delivery, payment, transportation and shipment expenses. Pursuant to art. 13 of Legislative Decree 70/2003, Customer will receive via e-mail the information needed to identify the Vendor (as indicated in the sales contract), and a summary of the purchase order submitted, as specified below. Customer must keep this documentation. Once the on-line purchasing procedure is completed, Customer shall print and keep these "General Conditions of Sale", to which Customer shall make no changes, having already seen and accepted them as a mandatory step in the purchasing procedure; Customer shall also print and keep the purchased products' specifications, pursuant to the conditions set forth in art. 52 and 53 of Legislative Decree 206/05. Conditions of sale may be changed at any time by Giberto S.r.l. (Vendor), holding firm – as far as this contract is concerned – those published in the e-commerce area at the date of the Purchase Order submitted by Customer; as per the Laws in force, the latter will be exclusively liable for the use of this end-user-reserved area, particularly as regards the communication of incorrect or false information, or of third-party data, without express consent of interested parties; or for purchases made for non-personal purposes. The buyer is expressly prohibited from entering false or invented data during the registration procedure provided for processing orders, and is likewise expressly prohibited from making double registrations for a single person, or entering third-party data. In the interest and for the protection of all consumers, Giberto S.r.l. reserves the right to take legal action against any breach or violation. By submitting an order Customer acknowledges and accepts the processing of their data within the limits set forth by the Data Protection Act and by the Giberto S.r.l. Privacy Policy. Data collected and registered on this website shall constitute full evidence of transactions concluded between the Customer and Giberto S.r.l.. Should any dispute arise between the Customer and Giberto S.r.l. with regard to a transaction carried out on this website, the data registered by Giberto S.r.l. will constitute full evidence of that transaction and of its content.

### **Purchasing instructions**

Customer may buy products only as featured in the on-line catalogue and described in product information sheets at the time of submitting the order. Users may consult the pages of this website with no obligation. When wishing to enter a purchase order, Users must choose the products they are interested in and add them to their trolley. Each new product entered will be shown in a dedicated window. Users will be able to check the products chosen and to modify their order at any time by clicking on the "trolley" icon in the upper right-hand corner of each page; or resume their product selection and purchase; or conclude the selection and complete the order check-out procedure. To order selected products, Users must click on their trolley. Their order will show up on the screen.



## **Price**

Pursuant to the Laws in force in Italy at the time of delivery, prices for Italy and for EU countries are shown in EURO, inclusive of VAT. For non-EU countries the same prices will apply, net of import duty and/or taxes. Note that prices do not include delivery costs, which are indicated separately.

Orders for non-EU Countries may be subject to import duty and/or taxes, payable once the product reaches the country of destination. For further information regarding customs policies of countries of destination, please contact the local Customs Office. Giberto S.r.l. is not responsible for customs duties and/or taxes: these are always at the Customer's expense, and are neither calculated nor included in any amounts payable to Giberto S.r.l. by the Customer. Giberto S.r.l. reserves the right to modify the prices published on this website, at any time, without notice. Products will be sold at the price shown on the website at the time of submitting the order, irrespective of foregoing offers or of subsequent price variations, with the exclusion of any transcription errors. In the presence of an error in an item's price, the Customer will be contacted as soon as possible and granted the choice of confirming the order at the correct price or cancelling. Should Giberto S.r.l. be unable to contact Customer, the order will be cancelled due to price error.

## **PRODUCT INFORMATION**

Products that Giberto S.r.l. offers for sale are the ones shown on the site, on the date the users of the Web Site surf it, within the limits of availability. The term "available" shown under the product is indicative only, because of the possibility of multiple purchases at the same time by multiple users. For this reason, Giberto S.r.l. reserves the possibility, once received an order, to check the availability of the item and, if not available, to promptly notify the non-acceptance of the order, even if a confirmation email was already sent, in this case Giberto S.r.l. will refund the entire amount paid. Photographs representing the products are not part of this commercial agreement; therefore Giberto S.r.l. can not be held responsible for any errors and / or discrepancies. As a result, Giberto S.r.l. can not be held responsible for errors and / or inaccuracies in the graphics and photographic reproduction of products on its site, as :

- There be may differences due to the resolution representation of the product and the type of the computer screen of the customer;
- Each product is a handmade creation, and as such a unique piece, so each product will bring non-substantial changes in the shape, size, color than those shown on screen.



## **ORDER RECEIPT AND CONFIRMATION**

Your order's correct receipt will be confirmed by Giberto S.r.l. through an email that will be sent to the address the Client provides during order confirmation. The confirmation email for the order will include the following: the order number, the order's date and time, the purchased products, the relative price, the shipping costs, the information the Client provides for the invoice and delivery, and the Client's payment choice. The Client will have to check the communicated information and immediately contact and disclose to Giberto S.r.l. any errors or omissions via phone call at +39 041 2770086 or via email at [info@giberto.it](mailto:info@giberto.it).