

General Terms and Conditions of Use

Premises

The Eleit.it Project

The General Terms and Conditions of Use govern access to the website www.eleit.it and its use.

The offer on this site, in accordance with current regulations on electronic commerce and distance contracts, is proposed by the sole proprietorship Eleit.it of Concetta Gallucci, owner of the “Eleit.it” brand (hereinafter “Eleit.it”)

This online shop advertises and sells design objects under the Eleit.it brand, whose authors are “Partners” of the Eleit.it project.

Access and use of this site and the purchase of products through it presuppose that users have read, understood and accepted the Terms and Conditions of Use.

Intellectual property

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All content included in this site, such as works, images, dialogues, music, sounds, videos, documents, drawings, figures, logos, menus, web pages, graphics, colors, schemes, tools, fonts, diagrams, layouts, methods, processes, functions and software (hereinafter collectively, the “Content”), are the property of Eleit.it and / or its Partners Authors and are protected by national and international copyright laws and other intellectual property laws.

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III. Privacy Policy

The Privacy Policy is available in the appropriate section and also applies if users access the site and use the related services without making purchases. The privacy policy, which should be read carefully, will help the user understand how and for what purposes Eleit.it collects, manages and uses personal data.

Applicable law

The General Terms and Conditions of Use on this site are governed by Italian law.

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Art. 1 – General Conditions of Sale

1.1. These general conditions of sale (more simply “General Conditions”) govern the terms and conditions of sale of the products advertised and marketed on the website www.eleit.it.

1.2. All contracts for the sale of Eleit.it branded Products to third parties (the “Customers”) are governed by these General Conditions, which form an integral and essential part of every proposal, order and purchase order confirmation of the Products themselves. . The conditions of sale applicable to orders are those in force on the date of the order itself.

1.3. Customers declare that they have read, understood and accepted all these general conditions, in particular, before placing the purchase order.

Art. 2. – Products: prices and characteristics

2.1. Unless otherwise indicated, the prices of Eleit.it Products published on this site by the Company are expressed in Euros, include VAT but exclude shipping costs.

2.2. The shipping costs of the products sold will be the sole responsibility of the recipient customer, unless otherwise indicated.

2.3. Shipments to countries outside the European Union are also net of any customs duties, which will be charged to the recipient and will be requested by the shipper during delivery.

2.4. The guaranteed price to the buyer is the one published on the Site at the time the order is sent. The purchase price set is fixed and final.

2.5. The prices of the Products published by the Company on the site from time to time cancel and replace the previous ones and are subject to the actual availability of the Products.

2.6. The visual, technical and functional characteristics relating to the Products published by the Company through images and information messages present on the descriptive Internet pages of the Products, are those communicated by the respective authors, designers, and / or manufacturers. The Company assumes no responsibility for the truthfulness and completeness of such information. The images of the Products are indicative and not binding.

2.7. The Products are not provided on trial. Although the site operators can provide information on the characteristics of the Products, the Customer is responsible for the choice of the Products ordered and for the correspondence and conformity of the specifications indicated by each Author and / or Producer Partner to their needs.

Art. 3 – Orders

3.1. The order form on the site contains information on the main characteristics of each product ordered and the corresponding unit price (including all applicable taxes and duties), the type of payment that can be used to purchase each product, the shipping terms for the products purchased, shipping and delivery costs.

3.2. To place an order for the purchase of one or more products, you must fill out the online order form and send it electronically to Eleit.it, following the relevant instructions.

3.3. Each order of Products sent to Eleit.it constitutes the Customer's contractual proposal. The evasion of the order by Eleit.it is equivalent to confirmation and acceptance of the same.

3.4. The tax documentation relating to the Products ordered will be issued by Eleit.it at the time of shipment of the Products to the Customer.

3.5. An invoice will be issued by Eleit.it; the Customer must indicate the exact data necessary for billing and specify the shipping address of the invoice itself.

3.6. No changes are possible after the invoice has been issued.

3.7 An order is considered sent when the seller receives the order form electronically and the order information has been verified as correct.

3.8 By submitting an order form and entering into a contract with Eleit.it, the Customer unconditionally accepts these General Conditions of Sale and the additional conditions contained on this site, also via links, including all the Terms and Conditions of use and the Privacy Policy.

Art. 4 – Execution of the order

4.1. The order will be executed within the terms specified on this site.

4.2. In case of non-execution of the order by Eleit.it (if it is due to the unavailability of the "Eleit.it" Products ordered by the Customer), Eleit.it will as soon as possible inform the Customer of the expected delivery times for the supply of the missing Product.

4.3. In case of breakage, exhaustion of stock or unavailability of the ordered Product, Eleit.it undertakes to inform the Customer as soon as possible and to specify a deadline for availability.

4.4. The Customer will confirm his choice by e-mail, i.e. wait for the availability of the Product or request a refund.

Art. 5 – Order acceptance

5.1. The conclusion of the contract will take place only upon confirmation of the order by Eleit.it.

5.2. The Customer will receive an e-mail notification of receipt showing the order confirmation with all the constituent elements of the contract (products ordered, prices, delivery dates, shipping costs, ...).

5.3. Eleit.it reserves the right not to confirm an order for any reason relating in particular to a product supply problem, or to a problem regarding the order received.

Art. 6 – Shipping

6.1. Shipping costs are the sole responsibility of the customer and are indicated separately in the order form and in the invoice, unless otherwise specified.

6.2. Shipments will take place after receiving confirmation of payments: for the bank transfer the crediting to the Company's current account is valid, for the payment by Paypal, the confirmation of the transaction by the circuit.

6.3. For shipments Eleit.it relies on the service of qualified couriers, specialized in the delivery of objects and furnishings, to ensure the quality of the service and the integrity of the Products.

6.4. Eleit.it has the right, at its sole discretion, to deliver the ordered Products by means of a courier previously chosen by it.

Art. 7 – Delivery

7.1. The Products are delivered to the address indicated by the Customer in the order.

7.2. The purchased products will be delivered on working days (excluding Saturdays, Sundays and local or national holidays) within the deadline indicated during the check-out procedure.

7.3. The shipping term of an order containing items with different delivery times is equal to the greater shipping term of the items in the order. Any delays in deliveries of less than 30 (thirty) days do not entitle the Customer to refuse delivery of the Products, nor to claim compensation or compensation of any kind.

7.4. Eleit.it has the right to carry out, if it deems it appropriate, the delivery of the Products (also relating to the same order) in several successive deliveries.

7.5. Delivery is considered to have been made from the moment the Product is delivered to the Customer.

7.6. The delivery document issued by the courier, dated and signed by the Customer upon delivery of the Product, will constitute proof of transport and release of the goods.

7.7. Upon delivery, the Customer must check the content, compliance and status of the Product (s). Therefore, upon delivery, Eleit.it recommends that the Customer (or a designated

representative) checks the status of the Products delivered before signing the acknowledgment of receipt, and in particular:

- that the number of items delivered corresponds to what is indicated in the transport document attached to the shipment;
- that the packaging and its seals are intact, not damaged, nor wet or otherwise altered in any way, and to check the integrity of the contents.

7.8. If the Customer finds anomalies, he must refuse the delivery of the products or put his detailed and dated reservations in writing. If the courier's document is signed without affixing any "reserve", the Customer will not be able to make any objection about the external characteristics of what has been delivered. Any problems concerning the physical integrity, correspondence or completeness of the Products received must be reported within 3 (three) days of delivery.

Art. 8 – Collection of products in case of absence of the customer

8.1. In case of absence of the recipient during delivery, the courier will leave a notice of passage to the delivery address indicated by the Customer. The Products must be collected at the address and in the manner indicated by the courier.

8.2. In case of failure to collect within the term established by the courier, the Products will be returned to Eleit.it, which reserves the right to refund the price of the Products, leaving the shipping costs to be paid by the Customer.

8.3. In the event of an error relating to the Product, the Customer undertakes to return said Product or the Products concerned to Eleit.it within 7 (seven) days of receipt, provided that they are returned with the closed package, in their original state and packaging with the accompanying documents.

Art. 9 – Force majeure

9.1. In addition to those normally considered by the jurisprudence, the following cases are explicitly considered as cases of force majeure:

- total or partial strikes, internal or external to the company, blocking of means of transport or supply for any reason, governmental or legal restrictions, computer failures, blocking of telecommunications including networks and in particular the internet.

9.2. In the event of force majeure, the execution of the order will be suspended, initially, in full law.

9.3. If after a period of 3 (three) months, the parties ascertain the persistence of the case of force majeure, the order will be automatically cancelled, unless otherwise agreed by both parties.

Art. 10 – Guarantees and limitation of liability

10.1. Eleit.it does not sell defective products or products of lower quality than the corresponding market standards.

10.2. Prices are subject to change and will be as indicated on the site from time to time, except in the event of an obvious error. The Customer is required to check the final sale price before sending the relevant order form.

10.3. Eleit.it undertakes to make its online store services the best possible, however the user uses the services exclusively at his own risk. In particular, Eleit.it does not guarantee that: (i) the Services will be safe or available at a specific time or place; (ii) any defects or errors will be corrected; (iii) the Services will be free of viruses or other harmful materials; or (iv) the results of using the Services will meet the user's expectations.

10.4. Eleit.it only guarantees the material integrity of the "Eleit.it" Products at the time of delivery.

10.5. Without prejudice to the provisions of the previous point, Eleit.it does not provide any further guarantee on the Products. In particular, Eleit.it does not provide any guarantee regarding the compatibility of the Products with other Products or equipment used by the Customer, nor does it provide any guarantee regarding the suitability of the Products for the specific use intended by the Customer. The Customer indemnifies Eleit.it from any claim relating to the Products sold through the website www.eleit.it, including defective Products or items that have caused physical damage (as in cases of product liability).

10.6 Without prejudice to the hypothesis of willful misconduct or gross negligence by Eleit.it, it is henceforth agreed that, if Eleit.it's liability in any capacity towards the Customer is ascertained – including the case of non-fulfillment, total or partial, to the obligations assumed by and towards the Customer as a result of the execution of an order – the responsibility of Eleit.it cannot exceed the price of the Products purchased by the Customer and for which the dispute has arisen.

Art. 11 – Right of withdrawal and return policies

11.1. If the Customer qualifies as a "consumer" (any individual who acts for purposes beyond his trade, his business or profession, if any) he has the right to withdraw from the contract and to return the Products ordered, without any penalty and without specifying any the reason, within 14 (fourteen) days (solar) from receipt of the Products.

11.2. The right of withdrawal referred to in the previous point can be exercised by the Customer, without indicating the reasons, within 14 days. The withdrawal period expires after 14 days from the day on which the Customer or a third party, other than the courier and designated by the Customer, acquires physical possession of the goods. To meet the withdrawal deadline, it is sufficient for the Customer to send the communication relating to the exercise of the right of withdrawal before the withdrawal period has expired.

11.3. To exercise the right of withdrawal and to return the object, the Customer must inform us at the email address info@eleit.it, of the decision to withdraw from the contract by means of an explicit declaration. Consequently, arrangements will be made for the return of the product.

11.4. The Customer is obliged to adequately and reasonably take care of the product/s during the period in which he has possession of them. In case of non-compliance with this obligation, Eleit.it reserves the right to take action for damages. In particular, the Customer is responsible for the decrease in the value of the items sold resulting from the handling of the product other than that necessary to establish the nature, characteristics and functioning of the same. The returned product must be returned in resalable condition.

11.5. The costs of returning and importing into Italy (if any) will be borne by the customer.

11.6. Eleit.it recommends that the Customer proceeds to check the status of the Products delivered before signing the acknowledgment of receipt, and in particular that the number of packages delivered corresponds to what is indicated in the transport document attached to the shipment and that the packaging is intact, not damaged, wet or otherwise altered, and to check the integrity of the content. If any discrepancies are found, the Customer may refuse to accept the package by signing his refusal.

11.7. The shipment must be made with the initial packaging with which the object was delivered and can be done through the shipper chosen by Eleit.it or through a shipper chosen by the customer; in both cases, the shipping costs and any duties to return the item to Italy at the warehouse or at the address of the chosen Seller Partner are charged to the Customer.

11.8. By withdrawing from the contract, after the item has been returned to the warehouse, and its condition has been checked and identical to that before shipment, the amount originally paid, net of shipping costs, will be refunded to the Customer within 5 working days.

11.9. This refund will be made using the same payment method used for the initial transaction unless the Customer has expressly agreed otherwise. No reimbursement costs will be charged. The reimbursement may be suspended until receipt of the goods or until the consumer demonstrates that he has returned the goods, whichever is the earlier.

11.10. The right of withdrawal referred to in article 9.1 above cannot be exercised by the Customer if the Products purchased have been made according to the Customer's requests, are personalized, or may deteriorate or expire rapidly.

Art. 12 – Payment

12.1. The payment of the amount is due from the time of the order.

12.2. The Customer undertakes to pay the agreed price for the Product ordered on the Site (price of the Products and transport) as well as to pay or have the VAT or other related taxes paid, if necessary, and this directly to the courier or carrier, to the importation of the Products in the countries where the delivery will take place.

12.3. The Customer pays the order:

– by bank transfer in favor of the Company. In case of non-receipt by the Company of the transfer within 14 days following the order confirmation, Eleit.it reserves the right to cancel the order. The bank details are provided at the time of the order.

– or through Paypal. The Customer guarantees Eleit.it that he has the necessary authorizations to use the Paypal payment method when placing the order.

Art. 13 – Non-payment – Retention of title

13.1. The ordered Products remain the property of Eleit.it until the final and full payment of their price. Eleit.it reserves the right to claim the Products ordered in case of non-payment.

13.2. In this case and at the request of Eleit.it, the Customer undertakes to return any unpaid Product, at his own expense.

Art. 14 – Failure to waive

For Eleit.it, the fact of not asserting a lack on the part of the Customer with respect to any of its obligations, cannot be interpreted as a waiver of the obligation in question and the possibility of asserting this lack at a later time.

Art. 15 – Integrity of the contract

15.1. These general conditions of sale constitute the entirety of the obligations of the parties.

15.2. No other general or particular condition communicated by the Customer may be included in or out of these general conditions.

Art. 16 – Invalidity

If one or more provisions of these general conditions are considered invalid or declared as such in application of a law, regulation or following a final decision taken by a competent jurisdiction, the other provisions will retain all their force and value.

Art. 17 – Amendments and updates

The General Conditions of Sale may be changed from time to time due to new laws and regulations or other reasons. The new General Conditions of Sale will be effective from the date of publication on the website www.eleit.it and will therefore apply to orders placed after that date.

Art. 18 – Applicable law and competent court

18.1. These General Conditions of Sale are governed by Italian law and in particular by the Italian legislative decree n. 206 of September 6th 2005 on distance contracts (Consumer Code) – and in particular “Chapter I, Title III of Part III – and by legislative decree no. 70 of 9 April 2003 on some aspects relating to e-commerce.

18.2. In the event of a dispute and in the absence of an amicable agreement reached between the parties, without prejudice to the possible applicability of mandatory provisions of law for the protection of the consumer, any dispute in any case connected to these General Conditions will be devolved to the exclusive jurisdiction of Naples.