



General Conditions of Sale

These general conditions of sale ("General Conditions") regulate methods and conditions of sale of the products marketed by Giunico srl ("Products").

All products sales contracts from Giunico Srl to third parties ("Customers") are regulated by these General Conditions, which are an integral and essential part of any proposal, order and placement of a purchase order for the Products.

Sales conditions applied to the orders are those in force at the moment of placing the order.

1. Products: prices and features

Unless otherwise agreed, Products prices published on the website by Giunico Srl are in Euros, include VAT but exclude delivery costs.

Prices guaranteed to the Customer shall be those published on the Website on the day the order is placed. The price stated at the moment of purchase is fixed and definitive.

Prices presented on the Website by Giunico Srl cancel and replace the previously stated ones, and are subject to Products availability.

Products cannot be sent for testing. Although GIUNICO operators can provide Customers with information on the Products, the Customer is responsible for the choice of the Products ordered and for their conformity to the specifications.

2. Orders – billing

Each order placed represents a contractual proposal of the Customer. Clearance of the order by GIUNICO Srl represents its confirmation and acceptance.

Tax documents related to orders will be issued by GIUNICO Srl at the time of dispatching Products to the Customers.

The invoice will be issued by GIUNICO Srl. The Customer will have to indicate the exact necessary data and the billing address.

3. Order acceptance

The conclusion of the agreement will only take place at the moment of the order confirmation by GIUNICO Srl.

The Customer will be notified of the acceptance by standard mail or e-mail. The message will state the order confirmation with all the elements of the agreement (Products, prices, delivery dates, shipping costs, ...)

GIUNICO Srl reserves the option not to confirm any order for whatever reason, especially if involving supply problems or the order itself.



4. Product delivery

Products are shipped to the address stated by the Customer.

Deliveries will take place as soon as the payment confirmation is received: bank transfers are attested by the credit on our current account.

We deliver through qualified express couriers, such as DHL, FedEx, TNT, to guarantee the quality of our service and Products integrity.

5. Delivery Time

In-stock items' standard shipping is made by express couriers within 5 working days to destinations in Italy, within 7 working days in Europe. In case of bulky order and/or fragile products, the shipping is made by specialised couriers and the delivery time depends on size and destination of the order. Delivery time is stated in weekdays.

Please note:

On delivery, the Customer must verify the content of the package, the conformity and state of the Product(s) GIUNICO Srl recommends verifying the overall state of the Product(s) before signing the delivery note. In particular, the Customer must verify that:

- number of parcels corresponds to that stated in the enclosed delivery note;
- package is intact, neither damaged nor wet or adulterated, and the content undamaged.

Once the Customer signs the delivery note with no "reserve", he/she will not be able to question the external conditions of the delivered Product. Issues about integrity, correspondence or completeness of the Products received must be notified within three 3 (three) from the delivery.

GIUNICO Srl reserves the right to deliver the Products through a courier selected by the Customer. Unless otherwise specified, all deliveries will take place on street level.

Special delivery terms and conditions must be previously agreed between the Customer and GIUNICO Srl, and accepted in writing by GIUNICO Srl.

6. Products pick up - Customer's absence

In case the Products could not be delivered to the address provided by the Customer during the order process, the courier will leave a note stating address and method for collecting the package. If the Customer does not collect the package within the deadline indicated by the courier, Products will have to be returned carriage paid to GIUNICO Srl, that reserves the right to refund the Customer for the price of the Product, minus charges for shipping.

In the event of an error during the delivery, the Customer is in charge of returning the Product(s) to GIUNICO Srl within 7 (seven) days from delivery, in the original and intact packaging, with its delivery note.

Once the Product is received in its correct form, GIUNICO Srl will send at its own expenses the Product initially ordered.



7. Force majeure

The following cases are to be considered as force majeure, apart from those specified by law:

- total or partial strikes, internal or external to the Company, stop of means of transport or provisions for any reason, governative or legal restrictions, computer breakdowns, telecommunication halt included networks and the Internet.

Force majeure will cause the suspension of the order. If after 3 (three) months parties observe the persistence of the force majeure, the order will be automatically cancelled, unless otherwise agreed.

8. Products warranties - Technical assistance

GIUNICO Srl only guarantees Products integrity until delivery time (further on, "GIUNICO Srl Warranty").

Possible defects covered by the GIUNICO Srl Warranty must be reported by the Customer not later than 10 (ten) days from the date of delivery. In case the GIUNICO Srl Warranty can be applied, the Customer has the right to have his damaged Products replaced after returning them, excluding any right for a compensation for further damages. The necessary shipping costs to replace the items are covered by GIUNICO Srl.

9. Payment

Payment is due at the moment of the order confirmation.

The Customer commits to pay the agreed price for the Product ordered on the Website (price of the Product plus Shipping costs), and to pay - when necessary and directly to the courier - VAT and any other tax related to the import of Products in the country of destination of the Product.

The Customers pays for the order:

- by bank transfer.

10. Failure to pay - Conditional sale

Products ordered are property of GIUNICO Srl until the definitive and complete payment of their price (Art. 1523 and following of the Civil Code). Mollura & C. SPA reserves the right to demand the Products ordered in case of failure to pay.

11. Claims

Complaints for non-compliance of delivered Product(s) with the order must be sent in writing to GIUNICO Srl, immediately after receiving the goods, by sending an e-mail to commerciale@giunico.com.

The Customer must keep the original packaging and the delivery note.



12. Personal information

Customers' personal data, including e-mail addresses of the Website users, are processed in accordance with the art. 13 of the D.lgs. 196/2003 "Codice in materia di protezione dei dati personali", also known as Privacy Policy.

Personal information requested from and related to the Customer is essential to process and ship the order, to issue invoices and to draft warranty agreements, as the case may be. For this purpose, GIUNICO Srl may provide suppliers with this information personal.

The Customer may object to this disclosure (pursuant to art. 7 of D.lgs. n. 196/2003) and has the right to access, modify, amend and delete all data related to him/her, by writing to GIUNICO Srl, Via Aquileia 8/A 31048 Olmi di San Biagio di Callalta TV, Italy.

For further information, please refer to Decreto Legislativo 30 giugno 2003, n. 196 - Codice in materia di protezione dei dati personali: [Garante per la protezione dei dati personali](#).

In order to avoid any attempt of fraud, GIUNICO Srl may ask proof of the Customer's identity and domicile.

13. Agreement integrity

These General Conditions of Sale represent all obligations of the parties. No other general or special term and conditions communicated by the customer shall neither be included in, nor depart from these General Conditions.

14. Competent court

This agreement is governed by Italian law.

In the event of a dispute and where no amicable settlements were reached between the parties, where applicable mandatory dispositions of law related to consumer protection (as in art. 1, letter B of D.Lgs 22 maggio 1999 n. 185), any controversy linked to these General Conditions will be of exclusive competence of the Court of Treviso (Tribunale di Treviso, Italy).