

# Terms and Conditions

Here below are described the terms and conditions at which Drogheria Eliseo offers to its Users the access to its available services on the website [www.drogheriagilberto.it](http://www.drogheriagilberto.it).

## 1. Definitions

To allow a full understanding and acceptance of these terms and conditions, the following terms shall have the meanings as indicated below and it should be stated that the same meaning refers both to singular and plural uses:

- **Holder: Drogheria Eliseo**, with registered office in via Drapperie 5/a, VAT No. 00322830373, \_\_\_\_\_, share capital \_\_\_\_\_, phone number 051 223925, e-mail address [gilberto1905@hotmail.it](mailto:gilberto1905@hotmail.it), PEC address \_\_\_\_\_;
- **Application:** the website [www.drogheriagilberto.it](http://www.drogheriagilberto.it), managed by the Holder, who offers una piattaforma di ecommerce per l'acquisto di prodotti alimentari e prodotti per la cura del corpo e la pulizia della casa;
- **Products:** the products and/or the services offered through the Application;
- **User:** the person accessing the Application, regardless of the legal nature and objective pursued, interested in the Products offered through the Application;
- **Consumer:** any natural person who acts for purposes other than the entrepreneurial, business, handicrafts or professional activity performed;
- **Conditions:** the present agreement which regulates the relationship between the Holder and the Users and the selling of the Products displayed in the Application.

## 2. Negotiation, signing and applicability of the Conditions

The Products' purchase contract is concluded by correctly filling out and by submitting the order form. The form shows the data relative to the ordering party and the order, the price of the Products purchased, the shipping expenses and any other accessory charges, the manner and terms of payment, the address where the Products will be delivered, the delivery term and indicating the Purchaser's right of withdrawal and the consent for the processing of personal data.

When the Holder receives an order from the User, the Holder shall send a confirmation e-mail or shall forward the User to a web page that specifies the order, which can be printed, also showing the data indicated in the paragraph above.

The Conditions shall not binding upon the parties in case of failure to fulfil the aforesaid obligations.

The Holder shall modify or update, in whole or in part, these Conditions. The User acknowledges that any changes to these Conditions shall apply to the orders sent by the Users after the date of notice of the changes to the Conditions. Thus, the User is invited to examine the Conditions upon every access to the Application and it is advisable to print a copy of the Conditions for future reference.

## 3. Registration

In order to use some Application features, Users shall register by providing, in a truthful and exhaustive manner, all the information requested in the relevant registration form and accept, in their entirety, both the privacy policy ( \_\_\_\_\_ ) and these Terms. The User is responsible of keeping login credentials secure.

It shall be understood that under no circumstances the Holder may be responsible for any loss, disclosure, theft or unauthorised use by third parties, for whatever reason, of Users credentials.

## 4. Account cancellation and closing

In case of violation by the User of these Terms or the applicable legal provisions, the Holder has the right to suspend or cancel the User's account at any time and without notice.

## 5. Purchases on the Application

Purchases of one or more Products on the Application are permitted both to Users who qualify as Consumers, as well as to Users who do not qualify.

According to Article 3, paragraph 1, sub-paragraph a) of Legislative Decree 206/2005 (the "**Consumer Code**"), Consumers are defined as natural persons who, in the purchase of the Products, act for purposes not related to their entrepreneurial, trading, professional or artisanal activities.

Natural persons may only purchase the Products if they have reached the age of eighteen.

The Holder undertakes to describe and to present the Products sold on the Application to the best of his abilities. Nonetheless, some mistakes, inaccuracies or minor differences between the Application and the actual Product may occur.

In addition, any picture of the Products which may be found on the Application does not constitute a contractual element, but merely provides a visual representation of the Product.

The User expressly confers to the Holder the right to accept, wholly or in part, the order (for example if not all of the ordered Products are available). In this case, the contract will only be completed with regard to the Products which are actually sold.

The Holder has the right to refuse an order:

1. when the Product is not available;
2. when it is denied the authorization to charge the User with the cost of the Product;
3. when, at the time of purchase, the price displayed is obviously incorrect and is recognisable as such. In such case, the User will be contacted by the Customer Service to be informed of the situation and will be refunded the amount charged.

## **6. Prices and payments**

The Holder retains the right to change, at any time, the price of the Products and any related shipping charges. It shall be understood that any changes will not apply to contracts already concluded before such modifications.

The selling prices of the Products include VAT, if due; any other tax and/or shipping cost borne by the User will be displayed prior to order confirmation.

The User undertakes to pay the price of the purchased Products in the times and methods indicated in the Application.

Any refund to the User will be promptly credited through one of the payment methods proposed by the Holder and chosen by the User and, in case of exercise of the right of withdrawal, at the latest within 30 days from the date on which the Holder received notice of the withdrawal.

The Application makes use of payment services provided by third-parties and it does not receive nor process any payment details provided by Users (credit card number, name of holder, pin, etc.).

In the event that the above third-party payment services refuse to authorise a payment, the Holder will not be able to provide the Products and may not be held responsible for any delay or failure in their delivery.

## **7. Billing**

Users who may wish to receive the invoice will be required to provide their billing information. The invoice will be issued according to the information provided by the User, which the latter declares and ensures to be truthful, thus conferring the Holder with the widest indemnity on the matter.

## **8. Delivery of material Products**

A material Product is any good or digital good provided on a tangible medium offered through the Application.

The Products ordered will be delivered to the User, at the address indicated by these indicated, in the manner chosen by the User or indicated in the Application at the time of purchase. Delivery will occur according to the timings specified in the order confirmation.

Upon receipt, the User must check the conformity of the delivered Products with the order; the User must proceed with the signing of the delivery documents only after this verification, without prejudice to the right of withdrawal.

If an order exceeds the quantity existing in the warehouse, the Holder, through e-mail, will notify the User if the Product are no longer booked or what are the waiting times to obtain it, asking if it intends to confirm the order or less.

The Holder assumes no responsibility for any delay or failure to deliver the Products due to force majeure events, such as accidents, explosions, fires, strikes and / or lockouts, earthquakes, floods and any other event that may prevent, in whole or in part, the performance of the contract within due time.

The Holder shall not be liable towards any party or third parties for damages, losses and costs incurred as a result of a failure to perform the contract for the reasons mentioned above, being the User only entitled to a refund of any price paid.

## **9. Right of withdrawal concerning material Products**

The User who holds the status of consumer who, for whatever reason, is not satisfied with the purchase of the material Products, has the right to withdraw from the contract without any penalty and obligation to provide a reason, within a period of 14 days from the day of delivery.

It is agreed that the right of withdrawal is excluded in the following cases:

- supply of customised or clearly personalised packaged Products;
- supply of Products that may deteriorate or expire quickly;
- supply of sealed Products that are not suitable to be returned for hygienic reasons or reasons related to the protection of health and have been unsealed after delivery;

In order to withdraw from the contract, the User shall contact the Holder at the email address [gilberto1905@hotmail.it](mailto:gilberto1905@hotmail.it), or by calling the Customer Service at 051 223925. The User will receive instruction on how to return the Product. The sending of the notice may validly be replaced by returning the product was purchased, provided the same terms. The delivery date to the post office or to the forwarder will be valid between the parties.



In case of withdrawal, the Holder will reimburse the payments received by the User, as well as the delivery costs without undue delay and no later than 30 days from the withdrawal notice by the User.

The Holder shall refund the User through the same payment method used by the latter for the online purchase.

The User shall return the Products through a shipping carrier of its own choice and at its own expense, without undue delay and no later than 14 days from the withdrawal notice sent to the Holder.

The User is responsible for the integrity of the Product as long as the good is in his possession and shall take all the appropriate measures to preserve the product and do as much as possible to ensure that the product is returned at its best possible conditions, including the undamaged original packaging, instruction manuals, accessories and any separate item and other component. The Product must not have been handled in ways which are not strictly necessary to establish the nature, characteristics and functioning of the Product.

The Holder will not take into consideration requests for Product return in case the Product returned is malfunctioning due to misuse, negligence, damage or physical alterations, either aesthetic or superficial, tampering or improper maintenance or wear and tear.

#### 10. Optional form for enforcing the right of withdrawal

Optionally, the User may withdraw from the Contract by completing the following form, that must be sent at the email address [gilberto1905@hotmail.it](mailto:gilberto1905@hotmail.it) before the expiration of the withdrawal period:

I hereby communicate the withdrawal from the purchase contract of the following goods/services \_\_\_\_\_

Order number: \_\_\_\_\_

Order date: \_\_\_\_\_

Name and surname: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail address associated with the account from which the order was made: \_\_\_\_\_

Date: \_\_\_\_\_

#### 11. Guarantee of conformity

All products that fall within the category of "consumer goods" ("beni di consumo"), as governed by Article 128, paragraph 2 of the Consumer Code, sold through the Application are covered by the legal guarantee of conformity provided for in Articles 128-135 of the Consumer Code.

The legal guarantee of conformity is limited to consumers. Therefore, it applies only to Users who have purchased on the Application for purposes unrelated to their possible entrepreneurial, commercial, crafts or professional activity.

To those who purchased on the Application and who are not consumers, the following warranties shall apply: the warranties for defects of the Product sold, the warranty for defects concerning the qualities promised and essential, and the other guarantees provided by the "Codice Civile" ("Civil Code"), as well as the relative terms, disqualifications and restrictions (Article 1490 et seq. Codice Civile).

The lack of conformity noticed within 24 months from the date of delivery of the Product must be reported within 2 months after the date of discovery of the defect.

Unless proven otherwise, it is assumed that any defect noticed within six months of the delivery of the Product already existed on the date of delivery, unless this assumption is incompatible with the nature of the product or the nature of the defect. After the six months period, the user shall prove that the damage has not been caused by an erroneous use or misuse of the Product.

In accordance to Article 130 of the Consumer Code, in the event of a lack of conformity of the Product, the User has the right to have the Product restored to conformity, without any charge. For such purpose, the User can normally choose between the repair of the Product or its replacement. Such right of choice cannot be exercised in case the requested remedy is materially impossible or excessively onerous. In addition, the User has the right to a reasonable price reduction, or termination of the contract, provided that one of the following occurs: i) the repair and replacement are impossible or excessively expensive; ii) the Holder has failed to repair or replace the Product within a reasonable period of time; iii) the replacement or repair have caused significant inconveniences to the consumer.

Whenever the User intends to make use of the remedies provided by the legal guarantee provided with the Products, the User shall contact the Holder at the email address [gilberto1905@hotmail.it](mailto:gilberto1905@hotmail.it), or by calling the Customer Service at 051 223925. The Holder shall promptly reply to the communication of the alleged lack of conformity and shall indicate to the User the specific procedure to be followed, taking into account the category of goods relating to the Product, and / or the alleged defect.

#### 12. Creative Commons License

The contents and/or material available in the Application are provided on the basis of the terms contained in this license "Creative Commons Public Licence CC BY 3.0 IT" ("License"). The contents and/or material available in the Application are protected by copyright, by the other rights conferred on the Contents by the law on copyright (related rights, database rights, etc.) and/or by

other applicable laws. Any use of such content and/or material which is not authorised under the present License and/or under other applicable laws, is prohibited.

The Holder grants the Users the rights listed below, provided that the User agrees to abide by the terms and conditions of this License.

The Holder allows the User to reproduce, distribute, publicly display, publicly perform, and transform the contents and/or material available on the Application through any process and format, except for commercial purposes, provided that the authorship is acknowledged upon the Holder, and that the User provides a link to the license and highlights whether any changes have been made. The full license can be consulted on this link: <https://creativecommons.org/licenses/by/3.0/it/legalcode>

### **13. Exclusion of warranty**

The Application is provided "as is" and "as available" and the Holder does not provide any express or implied warranty in relation to the Application, nor provides any guarantee that the Application will meet the needs of Users, or that it will work without interruption, free of any error or virus or bug.

The Holder will work to ensure that the Application will be available 24 hours a day without interruptions, but may never be held liable if, for any reason, the Application may not be available and / or not operative at any moment or period in time. Access to the Application may be temporarily suspended and without notice in case of a system failure, maintenance or repair works or for reasons totally beyond the Holder's control or due to causes of force majeure.

### **14. Limitation of Liability**

The Holder shall not be responsible towards the User, excepting fraud or gross fault, for disservices or malfunctioning in relation to the internet network, which are not under its control or the control of its sub-suppliers.

The Holder shall not be responsible for damages, losses or costs suffered by the User after the failed execution of the contract for reasons not attributable to the Holder. The User shall only have the right to the reimbursement of the price and accessory charges already paid.

The Holder shall not be responsible for the fraudulent or illicit use by third parties of credit cards, checks and other payment methods, at the moment of the payment of the purchased services, whether the Holder proves the adoption of cautionary measures on the basis of the knowledge and experience available at the time and on the basis of ordinary diligence.

The User agrees to indemnify and hold harmless the Holder (as well as any company or subsidiary, including its representatives, associates, consultants, directors, agents, licensees, partners and employees) from any obligation or responsibility, including any legal expenses incurred for trial defence, that may arise from damage caused to other Users or third parties, concerning any Content uploaded online, any violation of the law or any terms of the present Terms.

Therefore, the Holder shall not be liable for:

1. any losses that are not direct consequence of a breach of the contract by the Holder;
2. any loss of business opportunity and any other loss, either direct or indirect, which may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of business contracts or relationships, loss of reputation or goodwill, etc.);
3. incorrect or unsuitable use of the Application by Users or third parties;
4. the issuing of false tax documents due to mistaken details provided by the User, the latter having exclusive responsibility for the correct entry of such details.

Under no circumstances the Holder will be liable for an amount exceeding twice the cost paid by the User.

### **15. Force majeure**

The Holder shall not be held responsible in case of failure or delayed execution of duties, caused by circumstances which are not under the reasonable control of the Holder due to force majeure events or, in any case, to unforeseen and unforeseeable events and, in any case, events beyond the control, e.g. breakdowns or interruptions to telephone or electrical lines, to the internet and / or in any case to other transmission tools, unavailability of websites, strikes, natural events, viruses and cyber attacks, interruptions in the provision of products, services or third-party applications. The fulfilment of the duties by the Holder shall be suspended for during the aforesaid events.

The Holder shall implement any action within its power to identify the solutions that would allow the fulfilment of its duties regardless of the continuation of the force majeure events.

### **16. Link to third party websites**

The Application may contain links to third party websites. The Holder has no power over these websites and therefore is not, in any way, responsible for their contents.

Some of these links may relate to websites of third parties that provide services through the Application. In these cases, the individual services will be regulated by the general terms for the use of the website and services provided by such third parties, in respect of which the Holder assumes no responsibility.



**17. Waiver**

No waiver by either parties to an article of the present Terms shall be effective unless it is expressly stated to constitute a waiver and is communicated in writing.

**18. Severability**

If any of the provisions contained herein shall result unlawful or invalid, it will not be considered any more as part of the Terms, without affecting the enforceability of the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

**19. Privacy**

The protection and processing of personal data will be pursued in accordance with the Privacy Policy, which can be found on the following page \_\_\_\_\_

**20. Governing Law and Place of Jurisdiction**

These Terms and any dispute concerning the interpretation, performance, validity of this contract shall be submitted to the exclusive jurisdiction of the Court where the Holder has its registered office.

If the User is a consumer as defined under Article 3 of the Consumer Code, the judge of the place of residence or domicile of the consumer, if located in the territory of the Italian State, has mandatory territorial jurisdiction, with no prejudice to the consumer User's entitlement to bring proceedings in courts other than the "place of jurisdiction of the consumer" pursuant to Article 63 of the Consumer Code, in charge for the area according to one of the criteria set out in Articles 18, 19 and 20 of the "Codice Processuale Civile" ("Civil Procedure Code").

**21. Online dispute resolution for consumers**

Any Consumer who resides in Europe must be aware that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This tool can be used by Consumers to solve, via a non-judicial route, any dispute relating to and / or arising from contracts of sale of goods and services entered into online. As a result, Consumers may use the aforementioned platform for the resolution of any dispute arising from the online contract entered into with the Holder. The platform is available at the following link: <http://ec.europa.eu/consumers/odr/>

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