

#### CENTRO MOBILI GIARDINO S.a.s.

Sede - Viale del Castello 46 ~ Showroom - Strada Torino 28 ~ 10024 Moncalieri (TO) Telefono 011 - 645802 ~ Fax 011- 642611 ~ Internet www.cmg.to~ E-mail info@cmg.to CCIA 688569 - P.IVA 05169260014

# TERMS AND CONDITIONS

# I - END OF THE CONTRACT OF PURCHASE ONLINE

A contract online means a distance agreement having as object the purchase of goods concluded between Centro Mobili Giardino S.a.s. and the final consumer, as part of a sales contract at distance through the use of computer "internet".

The products purchased at Centro Mobili Giardino S.a.s. are sold directly by the company Centro Mobili Giardino S.a.s. duly registered in the commercial register of Torino in 12/11/1986 with VAT 05169260014 and with registered office in Viale del Castello 46 CAP 10024 Moncalieri (Torino) Italy, Tel.: +39 011/645802, Fax: +39 011/642611 email: info@cmg.to .

The general conditions of sale, however not expressly provided in this contract, are governed by the Consumer Code (Legislative Decree no. N. 206/2005) and the rules regarding electronic commerce (Legislative Decree no. N. 70/2003). The contract of sale on-line between the Customer and the Supplier shall means concluded in Italy and governed by Italian law. The prices indicated in the quotation are in Euro and are inclusive of VAT. The contract of sale is concluded on-line by filling in the order form electronic Centro Mobili Giardino, on the website www.centromobiligiardino.com, and is considered complete upon receipt by mail confirmation of online purchase by Centro Mobili Giardino.

The order form must be properly completed and must have been payed. It's possible that the selected products are no longer available at the time of the order. In this case it is up to Centro Mobili Giardino proceed to refund the amount already paid by the buyer. With the transmission of the order form the buyer agrees to all the Terms and Conditions on this page. If you do not agree with some of the conditions on this page, please contact the staff of Centro Mobili Giardino, before you submit the order. At expiration of ninety (90) days from the date of the order, in the absence of receipt of the payment in favor of Centro Mobili Giardino, the order will be canceled.

#### **II - POSSIBILITY TO CHANGE ORDER**

We are always available to satisfy our customers if they wish to change the order. This must be done before the material is shipped.

# **III - SHIPPING AND DELIVERY TIMES**

Once the order is received, Centro Mobili Giardino send an email to inform the customer about the shipping time and agree with the customer in case of special needs. We prefer to do so to prevent that goods are not delivered and remain in storage in the absence of the customer. Packages are generally sent out within 48 hours of receipt of payment.

## **IV- RETURNS FOR DAMAGE OR DEFECT**

Boxes are amply sized and your items are adequately well-protected. The box is sealed with tape to mark Centro Mobili Giardino. Suggest in any case, always check the integrity of the neck and to accept the package in any case, signing with the reserve control. Without such endorsement, there will be possible to proceed to any claims against the carrier.

# V - POSSIBILITY OF ARTICLES OUT OF PRODUCTION

The staff of Centro Mobili Giardino works daily to keep your own online catalog updated. However, it can happen, that a particular product is no longer available because out of production. In such cases Centro Mobili Giardino warns promptly the customer who has to choose between changing the order or refund of the amount paid. In the case of supplies made up of a more products, the non-availability of an item allows only the refund of the price paid for that single item.

# **VI - RIGHT OF WITHDRAWAL**

Centro Mobili Giardino is aware of the fact that the consumer not satisfied with the product received, except as provided by art. 59 of the Consumer Code, may exercise the right of withdrawal provided in the Articles 52 to 58 of Chapter I, Title III, Part III of the Consumer Code. The right of withdrawal is exercised without penalty and there is no need to specify the reason. The consumer has the right to withdraw from the contract within 14 days of receipt of the product by communicating writing to Centro Mobili Giardino.

# VII - LEGAL WARRANTY OF CONFORMITY

All products sold on Centro Mobili Giardino are covered by the legal guarantee of conformity. The warranty provides for the legal liability to the consumer for any lack of conformity is not evident at the time of purchase. In case of lack of conformity, Articles 128 ff. of the Consumer Code protecting consumers, providing that have the right to restore, without charge, the conformity by repair or replacement, at its option, unless the remedy sought is impossible or disproportionate to the other. Any repair or replacement shall be completed within a reasonable time after the request by the consumer. Centro Mobili Giardino not be liable if the faults, defects or failures have been determined by the incorrect behavior of the customer, the warranty is not valid even when the product is damaged due to the use of unsuitable cleaning products or improper installation.

# **VIII - TREATMENT OF PERSONAL DATA**

Pursuant to Article 13 of the law No.196/2003, is made the disclosure that follows. Personal details provided by the Customer shall be used exclusively for purposes related to the business, they'll be stored on our database and used exclusively to benefit from the services of Centro Mobili Giardino. The information is only valid for this website: The personal details will be processed by automated tools. Specific security measures are observed to prevent the loss of personal details, illicit and unauthorized access. No personal details deriving from the web service shall be communicated or disseminated to third parties, unless such disclosure is required by law. The conferment of personal details is entirely optional, but a refusal to provide such data may make it impossible to obtain the requested service. The personal details will not be disclosed to other parties, nor will it be circulated, transfer or sale to third parties. The holder of personal details is Gianfranco Grassi (Viale delCastello n. 46, Moncalieri - Torino). All treatments related to the web services of this website take place at Centro Mobili Giardino and the contents are maintained by the legal members of Centro Mobili Giardino. At any time, the person concerned can exercise their rights against the holder treatment pursuant to Article 7 of the law No. 196/2003.

# IX - COMPETENT COURT AND APPLICABLE LAW

The jurisdiction to the sales contracts entered into through the website Centro Mobili Giardino is provided in Article 66bis of the Consumer Code. For the resolution of disputes is possible to resort to mediation procedures provided for by Legislative Decree 4 March 2010, n.28. E 'is also subject to the possibility of promoting alternative dispute resolution, as provided by Articles 66 and 141 of the Consumer Code. The law applicable to sales contracts governed by these general conditions is the Italian one, with the excluding of the conflict rules and in any case of the rules of private international law. It also excludes the applicability of the Vienna Convention on the Sale of Goods of 1980.

ANNEX Withdrawal form - Pursuant to Article 49, paragraph 1, lett. h) D. lgs. 206/2005 - (complete and return this form only if you wish to withdraw from the contract) – Recipient: Centro Mobili Giardino Viale del Castello 46 CAP 10024 Moncalieri (Torino) Italy, Tel.: +39 011/645802, Fax: +39 011/642611 email: info@cmg.to

With the present, notify the withdrawal from the contract of sale of the following goods:

- Order n.,

- Description and quantity of the product:

- Ordered on:\_\_\_\_\_

- Full name (of the subscriber):

- Address (of the subscriber):

- Signature \_\_\_\_\_

- Data \_\_\_\_\_