

General sales conditions

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Subject

These general sales conditions refer to the on-line purchase of products detailed in the website **sintesibagnoecommerce.com** belonging to **Sintesi Bagno Srl**, Via alle Fabbriche no. 3, Verbania, P.I. 02679990123.

All transactions are governed by the provisions of the Legislative Decrees no. 185/99 and no. 206/05. The protection and privacy of personal data is governed by the provisions of the Legislative Decree no. 196/03.

Acceptance of these general sales conditions

At the on-line transmission of the purchase order confirmation, the Customer undertakes to accept and respect the following sales and payment conditions during his business relations with **Sintesi Bagno Srl** without reserve; he declares he has read and accepted all information supplied as per the above indicated provisions and he is aware **Sintesi Bagno Srl** will not be bound to any other conditions unless previously agreed in writing.

Obligations of the Customer

Before sending any purchase order the Customer has to read these General sales conditions in the website **sintesibagnoecommerce.com**.

Purchase conditions

Sintesibagnoecommerce.com is a website for the sale of *furniture pieces for bathrooms*. At the on-line transmission of the order confirmation, the Customer buys the products, which are available as detailed and described in the on-line technical sheets, at the price indicated in the website plus the freight expenses, which are specified in the following Art. 6 and shown during the purchase. Before the order confirmation, the unit price of the selected product, the total price in case of more ordered products and the relevant freight expenses are shown. If the Customer confirms the order at the end of the transaction, he will receive an e-mail containing the data, total price and detailed description of his order.

Payments

The ordered products and the relevant freight expenses have to be paid at the order transmission by bank transfer or one of the credit cards indicated in the website.

For deliveries in Italy only the Customer can pay directly the courier cash provided the amount is within the legal limits for cash transactions.

The user's data are sent directly to the server of **PayPal** in cryptographic characters through the **Secur Socket Layer**; **PayPal** guarantees the protection of data transmission according to bank procedures in force.

Bank transfers have to be made into the account of **Sintesi Bagno Srl** by Banca Sella (IBAN: **IT0E0326822300052903603450**) and the order number has to be shown.

For cash payments the exact amount of money has to be paid; no change will be given. In case of cash payments in partial deliveries, the actual value of delivered goods has to be paid at each delivery.

Delivery

sintesibagnoecommerce.com delivers the purchased products to the address indicated by the Customer. Deliveries are made during all working days. **sintesibagnoecommerce.com** is allowed to carry out partial deliveries without any further responsibility.

No phone calls are made to inform the courier is coming and requests for specific delivery hours are not allowed.

sintesibagnoecommerce.com generally delivers the goods to the courier in 48 hours starting from the first useful working day after the order receipt (in case of direct payments to the courier or by credit card); the above indicated term depends on goods availability and possible causes of force majeure and it is not binding for **sintesibagnoecommerce.com**. If the Customer needs to receive available goods immediately and to postpone the delivery of unavailable or booked items, he has to go for two shipments. In case there is a promotion for "Free Transport", the second shipment will be at Customer's charge. The delivery date and price depend on the product availability and the shipment kind and carrier. Freight expenses are calculated automatically through the program. The Customer has to check the received parcel is not damaged or wet. After this check the Customer can accept the delivery and no further claims about the external conditions of the delivered parcel are not allowed. If the goods delivered as per the above conditions do not correspond to the ordered items, the Customer has to make the claim directly to the courier and then send an e-mail through the website. So at delivery the Customer has to check the delivered goods correspond to the ordered items; possible subsequent claims have to be made directly to the courier and communicated via e-mail to **Sintesi Bagno Srl** in the same delivery day; on the contrary the Customer will lose his right to any relevant service. Delivery terms are not compulsory: breakages of these terms do not oblige the Seller to pay any refund and do not authorize the Customer to refuse the goods, to cancel the order or to postpone payments.

Liability of the courier/carrier for damaged products

If the courier/carrier is liable for product damages, no defaults can be ascribed to **Sintesi Bagno Srl** and no claims can be made on **Sintesi Bagno Srl** as the agreed delivery is ex works **Sintesi Bagno Srl**. **So at purchasing the Customer is recommended to insure the bought items.** In any case, **the customer is obliged, within 48 of receipt of goods,** to verify the integrity of the product / s.

Insurance of goods sent by courier/carrier

For all purchases the Customer can decide to insure the goods bought through **sintesibagnoecommerce.com** against possible damages due to the courier/carrier's inexperience provided the delivery to a specific address has been asked for. This option can be chosen directly by selecting the proper flag during all on-line purchase operations. The insurance costs are detailed during the on-line purchase. If the bought product has been ensured against damages due to the courier/carrier's inexperience, **sintesibagnoecommerce.com** will be refunded for the occurred damage. As soon as **Sintesi Bagno Srl** has got the refund, it will replace the damaged product.

Warranty and faulty products

The products bought through **sintesibagnoecommerce.com** are governed by the applicable provisions of the Legislative Decree no. 24 dtd. 02/02/2002 relevant to purchase contracts and warranties of consumer products; the provisions of Civil Code rule the remaining situations, which are

not provided for in the above Decree. These warranty apply to products showing conformity defects and/or failures which can not be verified at purchasing, provided the products are used properly in compliance with their purpose and the various operation norms indicated in the possibly attached technical sheets. This warranty does not include any damage due to neglect, incorrect use and maintenance, improper connection to electric or other devices. This warranty is personal and apply only to the original Purchaser. Possible failures have to be communicated within 10 days from the goods delivery date. The Customer has to enclose the written notice to the parcel containing the faulty item returned to sintesibagnoecommerce.com.

sintesibagnoecommerce.com reserves the right to control the actual failure and to replace the product after this check only. The replacement will be carried out only if the returned parcel contains the following documents: invoice, order number and date, short description of the failure, product brand and code. The expenses to return the products are at Customer's charge. Before sending the faulty goods back the Customer has to give notice via e-mail to address info@sintesibagno.it or by phone at **+39 0323 403281** indicating the product kind and failure. Then the Customer is given all required information. If this procedure is not followed, the reparation/replacement time can get much longer.

Right of withdrawal and returns

The Customer can assert his right of withdrawal by sending an e-mail to the above indicated website within 14 working days from the goods receipt as per Articles 64-65 of Legislative Decree no. 206/05. For Customer's convenience, the below attached sheet gives all information as per the **Article 65 paragraph 2 letter a)**.

Starting date: from the date of receipt by the consumer, provided that all information requirements pursuant to Article 52 have been met, or from the date upon which such requirements were met.

Ref. Article 52, paragraph 1 of the above Decree

In good time prior to the conclusion of any distance contract, the consumer shall be provided with the following information:

- a) the identity of the Seller: the homepage of www.sintesibagnoecommerce.com shows clearly the company details such as the complete business name, the address, the VAT and fiscal codes, the REA number, the fully paid-up capital, the phone and fax numbers, the e-mail account
- b) the on-line catalogue shows and details the main features of all purchasable products
- c) the on-line catalogue indicates the prices of all purchasable products including 22% VAT
- d) freight expenses are indicated at the beginning of the purchase process before registration and payment
- e) the terms of payment are detailed in the third part of the purchase process; please refer to above sections "Purchase conditions" and "Payment"
- f) the right of withdrawal is allowed pursuant to **Article 55, Paragraph 2 letter a)**
- g) the Customer can assert his right of withdrawal by

1. sending an e-mail to info@sintesibagno.it to communicate his decision to withdraw from the contract; personal data, order number indicated in the purchase document, bank details (IBAN) for **Sintesi Bagno Srl** to credit the refund money after the necessary controls, the article(s) the withdrawal right is claimed for.
2. sending the product(s) the withdrawal right is claimed for to **Sintesi Bagno Srl**, Via alle Fabbriche 3, 28922 Verbania at his own charge. The Customer has to pack the products and relevant fittings very carefully in the original packaging (internal packages and boxes) as these have been received from **Sintesi Bagno Srl**. The Customer is recommended to ask the chosen carrier for an insurance covering the returned goods as possible damages due to the carrier's inexperience or any other reason connected with the transportation are considered at Customer's charge. **Sintesi Bagno Srl** can not accept returned products that have been damaged during transportation but the Customer can claim for a refund from the carrier if the goods have been previously insured. Once the returned products have been received according to the Customer's right of withdrawal, **Sintesi Bagno Srl** has to carry out all required controls of the returned products within 15 days. If the various checks confirm the product failure, **Sintesi Bagno Srl** will refund according to the bank details indicated in the Customer's e-mail.

i) the offers in the on-line forms of sintesibagnoecommerce.com and of other websites connected with the business activity of **Sintesi Bagno Srl** are valid for 30 days from the receipt data, as specified in the received offer as well

The orders can be cancelled as per the conditions detailed in the following section “[Order cancellation by sintesibagnoecommerce.com](#)”

Ref. Article 52, paragraph 2, letter 5) of the above Decree

The homepage of www.sintesibagnoecommerce.com supplies a guide for on-line purchases thus integrating the information provided by the Legislative Decree no. 70 dtd. 09/04/2003..

Ref. Article 53, paragraph 1 of the above Decree

After the purchase the Customer receives an e-mail with a personal and numbered pre-confirmation detailing the order (i.e. ordered products, freight expenses, possible additional expenses – such as in case of cash on delivery – possible purchase concessions deriving from current norms or discounts granted in the website), the Customer’s fiscal data (as indicated by the Customer during the registration) and all company details of **Sintesi Bagno Srl**.

The order is loaded in 48 hours through the [ORDER PROCESSING](#); the Customer can check his order status easily by accessing www.sintesibagnoecommerce.com through the ORDER CODE and the e-mail account inserted during his purchase.

Thanks to the [ORDER PROCESSING](#) system the Customer can always monitor his order status and contact staff of **Sintesi Bagno Srl** for any further information. The Customer can even call the staff of **Sintesi Bagno Srl** at **+39 0323 403281** during the opening times as shown in the homepage of www.sintesibagnoecommerce.com.

Pursuant the above Article:

Exclusions)

The right of withdrawal as per Article 64 and following ones, Articles 52 and 53, Article 54 paragraph 1 of the above Decree does not apply to specially dimensioned or clearly personalized items as follows:

- coloured toilet seats
- shower cabins with special dimensions or with dimensions making the rotation in the warehouse difficult
- taps with finishing different from chrome plating

RETURNS

When returning to the wrong order executed to cause the buyer will be refunded only the cost of the product / s purchased and not even the shipping charges. Even the postage for returning the product / s will be charged to the purchaser.

Privacy

Personal data supplied by the Customer during the business relation are treated in order to satisfy the obligations deriving from the purchase contract and/or enforced by EU laws, regulations and norms. The Customer’s personal data can be processed for promotional or advertising purposes only if the Customer has previously given his clear consent clicking the relevant box in the registration form. Article 7 of the regulation is below reported and indicates the Customer’s rights relevant to the treatment of his personal data.

Information and complaints

sintesibagnoecommerce.com can be contacted for any further information or possible complaint via e-mail to info@sintesibagno.it or at phone number +39 0323403281.

Applicable law and jurisdiction

The contract is governed and interpreted in accordance with the Italian Law. For sales in Italy the Court of jurisdiction is the Customer's one. For sales outside Italy the Court of Verbania is recognized as the exclusive jurisdiction.

Article 7 of the Legislative Decree no. 196 dtd. 30/06/2003 – Right to access personal data and other rights

1. A data subject has the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form.
2. A data subject has the right to be informed about: **a)** the source of personal data; **b)** the purposes and methods of the processing; **c)** the logic applied to the processing, if the latter is carried out through electronic instruments; **d)** the identification data concerning data controller, data processors and the representative designated as per Section 5, paragraph 2); **e)** the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their role as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.
3. A data subject has the right to obtain: **a)** updating, rectification or, where interested therein, integration of the data; **b)** erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is not necessary for the purposes for which they have been collected or subsequently processed; **c)** certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
4. A data subject has the right to object, in whole or in part, **a)** on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection; **b)** to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

Order cancellation by sintesibagnoecommerce.com

sintesibagnoecommerce.com reserves the right to cancel an order or an item in the order if the following conditions occur:

- sold out items which are not distributed anymore
- items the suppliers can not deliver due to various problems
- credit card frauds
- incorrect use of discount vouchers
- in particular, sintesicommerce.com will cancel the discount unilaterally if, for any reason, the partial order cancellations cause the total value to decrease below the min. amount required to get the promotion
- fraud against **sintesibagnoecommerce.com**
- price changes applied by the supplier and higher than 5%

VAT

All prices shown in **sintesibagnoecommerce.com** include 22% **VAT**.