

## **Terms and Conditions of Sale**

### **1. General conditions**

1 These general conditions of sale ("**general conditions**") apply to purchases of products under the "Stanislao Borghi" brand and of third party producers on the website [www.stanislaoborghi.com](http://www.stanislaoborghi.com) ("**website**"), a domain owned by Stanislao Borghi di Borghi Luigi & C. s.n.c. ("**Stanislao Borghi**"), with registered office in Malnate (VA) in Via Cacciatori delle Alpi n. 11 and operational headquarters in Como in Via Varesina n. 13, a company registered with the Varese Chamber of Commerce with registration number, tax code and VAT number 00730470127.

2 Purchases of products on the website are subject to these general conditions: by visiting the website or purchasing from Stanislao Borghi di Borghi Luigi & C. s.n.c. on the website [www.stanislaoborghi.com](http://www.stanislaoborghi.com) you accept these general conditions.

3 We reserve the right to modify these general conditions of sale at any time and without notice. The sale of the products remains subject to the general conditions in force at the time the purchase order is placed.

4 The sale of products through the website is allowed only to adults and is governed by Legislative Decree 22 May 1999, n. 185 (Distance Contracts), by Legislative Decree 9 April 2003, n. 70 (Implementation of Directive 2000/3/ EC on certain legal aspects of information society services in the internal market, with particular reference to electronic commerce), by Legislative Decree 6 September 2005, no. 206 (Consumer Code) and by Legislative Decree 31 March 1998, n. 114 (Reform of the regulations relating to the trade sector, pursuant to article 4, paragraph 4, of the law of 15 March 1997, n. 59).

5 These general conditions must be read in conjunction with our Privacy Policy and our Cookie Policy.

### **2. Product information**

1 The products for sale on the website are accompanied by a descriptive sheet containing all information on them and the relative prices.

2 The illustrative images of the products published on the website may be different from the real ones; in particular, the colors, hue, grain, size and texture of the products shown on the screen may vary from the real ones, for technical reasons related to the use of digital electronic equipment. It is therefore necessary to refer exclusively to the description of the products and the relative characteristics reported in the descriptive sheets of each product published on the website.

3 Further clarifications about the products for sale and any customization of the same can be requested by e-mail: [info@stanislaoborghi.com](mailto:info@stanislaoborghi.com).

### **3. Prices**

1 Product prices are indicated on the website, include VAT and all sales taxes and duties, and are expressed in Euro currency.

2 The prices do not include shipping costs which will be added to the price of the products and indicated during the purchase procedure before sending the purchase order.

3 We reserve the right to change the prices of products at any time and without notice. The changes will not be applied to purchase orders already accepted.

4 The supplements for any customizations and/or special requests will be highlighted separately from the sale price in the tax document issued by the seller.

### **4. Methods of purchase, order forwarding and conclusion of the contract**

1 The information on the products and related prices indicated on the website represent an invitation to propose an offer and do not constitute an offer by Stanislao Borghi or a unilateral contract.

2 To purchase products on the website, you must register on the website and follow the following online purchase procedure:

- (i) proceed with the creation of a personal account by providing the information requested during registration (name and surname, tax code/VAT number, complete residence/domicile address, e-mail, telephone, complete delivery/billing address);
- (ii) insert the selected products in the cart to fill out the purchase order;
- (iii) select the payment method;
- (iv) accept these general conditions of sale and the Terms of Use;
- (v) send the purchase order through the website.

3 Before sending the purchase order, you will be offered the opportunity to check the selected items, check the total price, including shipping costs and correct any errors.

The buyer, having verified the correctness of the data entered and having read the general conditions of sale, by using the command "proceed to payment", confirms the correctness of the data entered and expresses his acceptance of the general conditions of sale. Failure to confirm acceptance of the general conditions of sale will prevent you from continuing with the purchase procedure.

4 The sending of the purchase order constitutes a binding offer to purchase the selected products, pursuant to these general conditions of sale, without prejudice to the right of withdrawal pursuant to Article 8 below. By sending the purchase order, you agree to pay the price of the products ordered.

5 Upon receipt of the purchase order, Stanislao Borghi will send an e-mail confirming the purchase order which will be valid as acceptance (**acceptance of the order**) by Stanislao Borghi.

6 The contract with Stanislao Borghi will be considered concluded only upon receipt of the purchase order confirmation email. The acceptance of the purchase order will be sent to the email address provided in the purchase order.

7 After confirming the data with the command "proceed to payment", it will no longer be possible to cancel or modify the order. The products shipped can still be returned, as established in the following Article 8.

## **5. Payment**

1 The payment of the price of the products includes VAT, sales taxes and duties, shipping costs and the cost of any required customizations.

2 The payment of the price will be made with one of the payment methods offered on the website during the purchase procedure.

3 If for any reason the payment of the purchase order cannot be processed, the purchase order will be canceled by Stanislao Borghi and the contract will terminate immediately, without any liability on the part of Stanislao Borghi. In this case, Stanislao Borghi will send a communication to the email address provided in the purchase order.

4 Any taxes or expenses applied by the company issuing the card, bank or other credit institution during and/or following the payment process with a credit/debit card or by bank transfer, will remain the responsibility of the credit/debit card holder or of the payer.

5 For each order Stanislao Borghi will issue a valid tax document based on the information provided at the time of completing the purchase order.

## **6. Shipping, delivery and collection**

1 The purchased products are shipped by a courier selected by Stanislao Borghi (**carrier**). The products will be shipped to the address indicated when completing the purchase order. Stanislao Borghi cannot be held responsible in any way for shipping problems that may occur as a result of an incomplete or incorrect address.

2 The purchased products will be shipped only after Stanislao Borghi has received the total amount of the payment. In the event of non-receipt of full payment, for any reason, Stanislao Borghi may delay or refuse the shipment of the products, without any liability on the part of Stanislao Borghi.

3 Stanislao Borghi will take all reasonable steps to deliver the purchased products within the standard shipping times of approximately 7/8 working days, unless an event of force majeure occurs, or an event beyond the reasonable control of the seller or unforeseeable circumstances.

At the time of delivery of the products by the carrier, the customer or his representative/delegate must verify that:

(i) the number of packages delivered corresponds to that indicated in the delivery note;

(ii) the packages and seals are intact, not damaged or otherwise altered;

(iii) the products shipped comply with the characteristics described in the acceptance of the order and that they do not have obvious defects;

and must sign the delivery note.

5 Any damage to packages, seals and/or products, lack of conformity and/or the presence of obvious defects in the products must be immediately notified in writing on the carrier's delivery note. Within the maximum limits permitted by the law in force, once the delivery note has been signed, it will not be allowed to submit any claim for the products delivered.

6 A link is included in the purchase order confirmation email sent by Stanislao Borghi from which you can track the status of the shipment.

## **7. Risk and ownership**

1 The risk of loss, damage and destruction of the products is transferred to the buyer upon delivery to the address indicated in the purchase order.

2 The ownership of the products is transferred upon delivery to the address indicated at the time of completing the purchase order.

## **8. Right of withdrawal**

1 Pursuant to the law, each purchaser has the right to withdraw and reconsider within fourteen (14) days from the date of delivery of the product and/or products purchased on the website.

2 In accordance with the provisions contained in the Consumer Code, the right of withdrawal does not apply in the case of the supply of goods made to measure or clearly personalized, such as, by way of example, personalized products with monograms or engravings, for example of a name or initials, a writing or a date.

3 To exercise the right of withdrawal it is necessary to send a communication to [info@stanislaoborghi.com](mailto:info@stanislaoborghi.com) that includes the following information: (i) indication of the products for which you wish to exercise the right of withdrawal; (ii) indication of the date of the purchase order; (iii) indication of the delivery date; (iv) name and surname and address of the consumer.

4 In order to exercise the right of withdrawal, it is necessary that the relative communication be sent before the expiry of the 14-day period and that the product is returned in the manner provided for in the following Article 9.

## **9. Return of products and refunds**

1 Purchased products must be returned within fourteen (14) days from the date on which Stanislao Borghi di Borghi Luigi & C. s.n.c., was notified of the decision to exercise the right to withdrawal.

2 The products must be returned in their original condition, unaltered, unused, without damage, in their original packaging, with their accessories and/or gifts (if any) and documents (for example, receipt, product certificate, warranty, etc.), if any, and in an undamaged box;

3 If a returned product does not meet the conditions for return, as indicated in article 8 - number 2, it will be returned to the address communicated at the time of completing the purchase order. The return will be made within thirty (30) days from the date on which Stanislao Borghi has communicated the refusal of the returned products, unless an event of force majeure occurs, or another event beyond the reasonable control of the seller or other unforeseeable circumstances.

4 The right of withdrawal is exercised at no cost to the consumer, with the exception of those provided for by articles 56, paragraph 2, and 57 of the Consumer Code: the direct cost of returning the goods remains the responsibility of the consumer.

5 The refund will be made only after receiving the returned product and verifying its conditions, as indicated in article 8 - number 2.

#### **10. Product warranties and defects. Lack of conformity and production defects**

1 The online sale is subject to the rules set out in the Consumer Code and the Civil Code as regards guarantees and any defects or discrepancies. The buyer must check upon delivery of the package that the purchased product does not have any defects or discrepancies with respect to what is stated in the relevant description published on the website.

2 Pursuant to the law, the consumer buyer is entitled to the Legal Guarantee provided for by the Consumer Code, with the right to restore the conformity of the goods at no cost by repair or replacement, or, if this is not possible, to a reduction in the price of purchase or termination of the contract. Stanislao Borghi is liable for lack of conformity if they occur within two years from the date of delivery of the product. The buyer is required to report the lack of conformity within two months of its discovery.

3 The non-consumer buyer, who has made the purchase with a VAT number, is granted the legal guarantee referred to in Articles 1490 and subsequent articles of the Civil Code. The non-consumer buyer loses his rights under Article 1490 if he does not report the lack of conformity to the seller within eight days from the date of delivery of the goods. The action to enforce the legal guarantee is barred if not exercised within one year of delivery of the goods and subject to compliance with the aforementioned reporting period.

4 Any small imperfections and/or oxidation of the surface of the product are not to be attributed to a manufacturing and/or conformity defect but to the particularity of the material used and the artisanal and natural production process, entirely handmade, without the use of chemical treatments.

#### **11. Responsibility**

1 Damages caused by improper use of the purchased product are not guaranteed and, therefore, no responsibility is assumed for direct or indirect damage to persons or property deriving from such misuse. Furthermore, no responsibility is assumed for direct or indirect damage to persons or property resulting from the malfunctioning of the products. The purchase order by the customer in actual fact confirms the full acceptance of these general conditions of sale.

#### **12. Intellectual Property Rights**

1 Stanislao Borghi guarantees the authenticity of all products purchased on our website.

2 The name and trademarks Stanislao Borghi, figurative or not, the logos used on the products, the related accessories and/or the packaging, registered or not, together with the photographs, illustrations, product images, trade names or

business names, domain names and URLs are the exclusive property of Stanislao Borghi di Borghi Luigi & C. s.n.c., and are to be considered protected by national and international laws on intellectual property.

All trademarks and all other signs, trade names, service marks, trade names, illustrations, images, and logos concerning third parties are and remain the exclusive property or in the availability of said third parties and are protected by national and international laws on Intellectual property. Stanislao Borghi is not the owner of these intellectual property rights and can use them only within the limits and in accordance with settled contracts, and for the sole purposes of sale.

### **13. Applicable law and competent jurisdiction**

1 These general conditions of sale and the contracts entered into with customers are governed by Italian law.

2 Any disputes regarding the execution, interpretation and validity of these general conditions of sale are subject to the law, the jurisdiction of the State and the exclusive jurisdiction of the Court of the place where Stanislao Borghi di Borghi Luigi & C. s.n.c. has its registered office.

The exclusive forum of the consumer is an exception to the above mentioned conditions, if the applicable law provides for it.

### **14. Communication and contacts**

1 Communications to be sent pursuant to these general conditions of sale must be in writing. The information is provided by publication on the website.

2 The contacts will take place via email. For information and assistance with Stanislao Borghi send an email to [info@stanislaoborghi.com](mailto:info@stanislaoborghi.com).