

## TERMS & CONDITIONS

### ON-LINE SALES CONDITIONS – Diademaitaly.com

These conditions are valid exclusively between the company Diadema Srl, with registered office at Viale Repubblica 22, 21020 Varano Borghi - VA (Italy), VAT number 03542390129, hereinafter referred to as "DIADEMA" and any person who makes purchases online on the website [www.diademaitaly.com](http://www.diademaitaly.com), hereinafter referred to as "CLIENT". These conditions may be subject to changes and the date of publication of them on the website is equivalent to the date of entry into force.

These conditions govern purchases made on the website [www.diademaitaly.com](http://www.diademaitaly.com), in accordance with the provisions of Part III, Title III, Chapter I, of the Consumer Code, Legislative Decree n. 206/2005, amended by Legislative Decree n. 21/2014 and by Legislative Decree 70/2003 concerning electronic commerce

#### PERSONAL DATA PROCESSING:

By accepting our purchase terms and conditions, the customer consents to the processing of his personal data in order to allow the service to be provided or the service requested to be performed. Read the Privacy Policy page and the Cookie Policy page, information provided pursuant to the EU Regulation on the protection of personal data, no. 2016/679 and the current Italian legislation on privacy.

#### PROOF OF PURCHASE, FISCAL CODE AND VAT NUMBER:

E-commerce is similar to distance selling: therefore there is the exemption from the issue of a receipt, a receipt or an invoice unless it is required by the customer. To request the purchase invoice it is necessary to fill in the order form with your "Fiscal Code and / or VAT number" at the time of purchase and write in the note any recipient code for electronic invoicing. To receive the invoice, the holders of VAT number must necessarily indicate their Fiscal Code.

#### ARTICLE 1 - OBJECT OF THE CONTRACT

With these general sales conditions, DIADEMA sells and the CUSTOMER buys from a distance the movable tangible assets indicated and offered for sale on the website [www.diademaitaly.com](http://www.diademaitaly.com). The contract is concluded exclusively through the internet, through the CUSTOMER access to [www.diademaitaly.com](http://www.diademaitaly.com) and the realization of a purchase order according to the procedure provided by the site itself.

The customer has to read these general sales conditions before proceeding with the confirmation of his order, in particular the pre-contractual information provided by DIADEMA and to accept by clicking the indicated box.

In the order confirmation e-mail, the CUSTOMER will also receive the link to download and archive a copy of these general sales conditions, as provided for by art. 51 paragraph 1 of Legislative Decree 206/2005, amended by Legislative Decree 21/2014

#### ARTICLE 2 - PRE-CONTRACTUAL INFORMATION FOR THE CONSUMER - ART. 49 OF LEGISLATIVE DECREE 206/2005

The CUSTOMER, before the conclusion of the purchase contract, examines the characteristics of the goods that are illustrated in the individual product data sheets at the time of the CUSTOMER's choice.

Before the conclusion of the purchase contract and before the validation of the order with "payment obligation", the CUSTOMER is informed regarding to:

- the total price of the goods including taxes, with details of shipping costs and any other costs;

- terms of payment; - the deadline by which DIADEMA undertakes to deliver the goods; - conditions, terms and procedures for exercising the right of withdrawal (Article 7 of these conditions - information that the CUSTOMER will have to pay for the cost of returning the goods in case of withdrawal; - existence of the legal guarantee of conformity for the goods purchased; - conditions of after-sales assistance and commercial guarantees provided by DIADEMA

The CUSTOMER may at any time and in any case, before the conclusion of the contract, inspect the information relating to DIADEMA, the geographical address, telephone and fax number, e-mail address, information that is reported, also as follows:

Diadema S.r.l.

sede legale Viale Repubblica 22, 21020 Varano Borghi (VA)

tel. +39 380.

info@diademaitaly.com

### ARTICLE 3 - CONCLUSION AND EFFECTIVENESS OF THE CONTRACT

The sales contract is considered concluded after sending an e-mail confirming the order by DIADEMA to the CUSTOMER. The e-mail contains the CUSTOMER's data and the order number, the price of the goods purchased, the shipping costs and the delivery address to which the goods will be sent and the link to print and store the copy of the present conditions.

The CUSTOMER has to verify the correctness of the personal data contained therein and to promptly notify DIADEMA of any corrections.

DIADEMA undertakes to describe and present the items sold on the site in the best possible way. Nevertheless, some mistakes, inaccuracies or small differences between the site and the actual product could happen. Furthermore, the photographs of the products presented on [www.diademaitaly.com](http://www.diademaitaly.com) do not constitute a contractual element, as they are only representative. DIADEMA undertakes to deliver the goods within 30 days from the sending the order confirmation e-mail to the CUSTOMER.

### ARTICLE 4 - AVAILABILITY OF PRODUCTS

Product availability refers to actual availability at the time the CUSTOMER places the order. This availability must however be considered purely indicative because, due to the simultaneous presence on the site of several users, the products could be sold to other CUSTOMERS before the order is confirmed

Even after sending the order confirmation email sent by DIADEMA, there may be cases of partial or total unavailability of the goods. In this case, the order will be automatically adjusted with the elimination of the unavailable product and the CUSTOMER will be immediately informed by e-mail. If the CUSTOMER requests the cancellation of the order, DIADEMA will refund the amount paid within 14 days from the receiving of customer 's confirmation to do that .

### ARTICLE 5 - PAYMENT METHODS

Any payment by the CUSTOMER can only be made using the credit cards indicated on the website [www.diademaitaly.com](http://www.diademaitaly.com), by bank transfer or with the Paypal payment method. In case of payment with Paypal, the actual charge will be made at the time of sending the order confirmation e-mail by DIADEMA.

The communications relating to the payment and the data communicated by the CUSTOMER at the time of paying, take place on special protected lines.

### ARTICLE 6 - PRICES

All the selling prices of the products shown on the website [www.diademaitaly.com](http://www.diademaitaly.com) are expressed in Euros and include VAT, and where applicable, the RAE contribution. Shipping costs are shown and calculated at the end of the purchase process before payment is made.

The CUSTOMER accepts the right of DIADEMA to change its prices at any time, however the goods will be invoiced on the basis of the prices shown on the site at the time of order placing and present in the confirmation e-mail sent by DIADEMA to the CLIENT.

In the event of an IT, manual, technical error, or any other nature that could result in a substantial change relating to the sale price to the public, not foreseen by DIADEMA, creating an exorbitant or paltry price, the purchase order will be considered invalid and canceled and the amount paid by the CUSTOMER will be refunded within 14 days from the day of cancellation.

## Right of withdrawal

In accordance with the legal provisions in force, the CUSTOMER has the right to withdraw from the purchase without any penalty and without specifying the reason, within the period of 14 days from the date of receipt of the products purchased online. In the case of multiple purchases made by the CUSTOMER with a single order and delivered separately, the term of 14 days starts from the date of receipt of the last product.

The CUSTOMER who intends to exercise the right of withdrawal must notify DIADEMA through an explicit declaration, which may be sent by registered letter to the a.r. . In case of exercise of the right of withdrawal, the CUSTOMER is required to return the goods within 14 days from the day in which he communicated to DIADEMA his will to withdraw from the contract pursuant to art. 57 of Legislative Decree 206/2005.

The direct costs of returning the products are charged to the CUSTOMER ..

The goods must be returned intact, in the original packaging, complete in all its parts (including packaging and any documentation and accessory equipment: manuals, cables, etc.) and together with the attached tax documentation. Without prejudice to the right to verify compliance with the above, DIADEMA will refund the amount of the products subject to withdrawal within a maximum period of 14 days, including any shipping costs incurred by the customer at the time of purchase. The costs related to the return of the products are charged to the customer, including packaging and shipping costs.

As required by art. 56 paragraph 3 of Legislative Decree 206/2005, amended by Legislative Decree 21/2014, DIADEMA may suspend the refund until the reception of the goods or until the CUSTOMER demonstrates to have returned the goods to DIADEMA

DIADEMA will carry out the refund using the same payment method chosen by the CUSTOMER during the purchase phase. In the case of payment made by bank transfer, and if the CUSTOMER intends to exercise his right of withdrawal, he must provide DIADEMA, by accessing the contact us section, with the bank details: IBAN, SWIFT and BIC necessary for the refund, by DIADEMA .

## ARTICLE 8 - LEGAL GUARANTEE OF CONFORMITY

In the case of receipt of products that do not comply with the orders or defective, the CUSTOMER has the right to restore the cost of the product by repairing or replacing the product without charge. The CUSTOMER can exercise this right if the defect occurs within two years from the delivery of the goods and inform DIADEMA about the defect within two months of the discovery.

## ARTICLE 9 - RESPONSIBILITY

DIADEMA does not assume any responsibility for disservices caused by force majeure or unforeseeable circumstances, even if dependent on malfunctions and disservice of the internet, in the event that it is unable to execute the order within the time established in the contract.

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