



# TYPE OF CONTRACT

FOR THE *ONLINE* SALES OF FURNITURE AND FURNISHING GOODS

Dicembre 2017

(SELLER'S HEADED PAPER)

## CONTRACT TYPE OF SALES

### 1. SELLER'S DATA

\_\_\_\_\_ (taxpayer's code/VAT \_\_\_\_\_, Registry of Companies' registration number \_\_\_\_\_), with legal office in \_\_\_\_\_, branch in \_\_\_\_\_ Area code \_\_\_\_\_ address \_\_\_\_\_ street number \_\_\_\_\_ Customer Service telephone and fax numbers \_\_\_\_\_ e-mail \_\_\_\_\_, adhering to the Ethical Code \_\_\_\_\_ (available at \_\_\_\_\_ in Italian and in English)

### **Informs**

that it is possible to buy the products here illustrated through the website (hereunder indicated as the Website), in the \_\_\_\_\_ Section. With the same procedure, it is also possible to purchase a series of services, including the installation of household appliances and assembly, by personnel equipped with the necessary qualifications. The delivery of the goods and all the expenses that are not specifically charged to the buyer are intended as always borne by the seller except if otherwise agreed upon.

### 2. GENERAL NOTES

This Contract downloadable in Italian and in English, applies exclusively to the remote online sale of the products and services offered on the Website where there is a button to press to submit the order.

The Seller is constantly responsible for updating the Website and its contents. In the event of changes to this Contract, the contractual rules published on the Website at the time the order is placed are applied to the purchase order made by the purchaser.

The Website provides the information required by the Consumer Code (Legislative Decree 206/2005) on the characteristics of all products and their packaging ([article 6](#)), on the delivery times of each of them, as well as for the so-called remote contracts ([article 48 and following](#)). This information is made available and downloadable both in Italian and in English.

The consultation of the Website by the purchaser allows the knowledge of the information published therein and implies the consent to the use of the digital format for all deeds or documents relating to the sale and purchase of the services offered, without any need for papery support.

### 3. OFFER TO THE PUBLIC AND PURCHASER'S ORDER

The products and services with their prices, as indicated on the Website, are offered to the public, in accordance with the methods specified in the Contract and on the Website. The contractual provisions related to this offer apply only to purchases made through the Website. The purchase orders must be made online following the procedure on the Website. The order is considered as sent to the seller after the buyer has:

- a) correctly completed all the mandatory fields in the order form published online;
- b) clicked the button to send the order.

Any errors made when inserting the data can be corrected, before clicking the "end shopping and pay" button, modifying the content of the fields that have been filled in, or after clicking the "end shopping and pay" button,

informing the seller, through the e-mail address \_\_\_\_\_, no later than \_\_\_\_\_ from sending the order.

When making the order, the buyer undertakes to communicate, via e-mail to the seller's address, any impediments or issues that may occur making it difficult or impossible to deliver the goods, committing to solving them as soon as possible. Otherwise the buyer will be charged all costs deriving from any omissions or mistakes.

#### 4. PRICES AND COSTS

All prices of products and services offered on the Website are inclusive of taxes.

All costs borne by the buyer are indicated on the Website.

The price indicated on the Website, upon sending the order, is applied to the products and services, without detecting previous offers or any subsequent price changes. All payments must be made, within \_\_\_\_\_ of due, by one of the following means: \_\_\_\_\_

#### 5. COMPLETING THE CONTRACT

The Contract will be considered as completed between seller and buyer upon receipt of the order by the seller. Within twenty-four hours from receiving the order, the seller will send a receipt to the buyer with a summary of the contractual rules applicable to the Contract, the information on the essential characteristics of the good or any service and the detailed indication of the relative prices, the means of payment, the conditions of the withdrawal, the delivery costs and the applicable taxes (hereunder, Confirmation of the order). For this purpose, the seller will use the email address indicated by the buyer when making the order, declining any responsibility in case of wrong address.

The client is held to verify that the correctness of the data indicated and communicate any corrections to the seller within 24 hours from receipt of the order Confirmation.

Should there be occasional non-availability of the products present on the Site and chosen by the purchaser, the seller will inform the purchaser within 5 working days from sending the order. In this case, the buyer can replace the ordered model with another one that is available, agreeing upon any change in price and delivery terms, or alternatively obtain that the order is cancelled without enduring any other burdens, even economic.

#### 6. DESCRIPTIONS OF GOODS AND SERVICES MADE AVAILABLE BY THE SELLER

The data sheets for the goods and services offered on the Website are valid between the seller and the buyer, while the images published therein are indicative.

The purchased good must comply with the description given by the seller and have the qualities that the latter presented to the buyer, with the technical sheets or any samples made available, taking into account that slight differences or colour dyads are tolerated for natural products (wood, hides, leather, marbles, etc.) and for the lacquering compared to what can be seen on the Website.

#### 7. DELIVERY

The delivery date is summarised by the seller in the Order confirmation.

If the buyer or seller needs to change this date, they can do so only once, free of charge and without penalties or additional costs, by communicating in writing at least 48 hours before the scheduled date. Otherwise each party is liable for any costs resulting from their choice of changing the delivery date. The seller and the buyer are not liable for the delay in delivery, should this be due to force majeure or fortuitous events. In these situations, the seller will promptly communicate a new term to the buyer within which he will deliver the goods and shall

make every reasonable effort to fulfil the obligations. The buyer can obtain information on the progress of the execution of the Contract all times by contacting the seller's Customer Service at the phone number indicated in the order confirmation.

Except for what is provided in [Art. 61](#) of the Consumer Code and in [Art. 125 quinquies](#), of Legislative Decree 01 September 1993 no. 385. In particular, in the case of termination of the contract pursuant to Art. 61 of the Consumer Code, by the consumer, the seller is held to reimburse without delay all the sums paid, while in case of termination of the contract pursuant to Art. 125 quinquies, Legislative Decree 385 of 1 September, the consumer has the right to terminate the credit agreement, when there are the conditions of which at Art. 1455 c.c.

The seller and the buyer are not liable for the delay in delivery, due to force majeure or fortuitous events.

## 8. VICES, ANOMALIES, AND CONFORMITY FAULTS

Upon delivery, the buyer checks that the product is actually the one that was ordered and that the packaging is intact.

In case of evident anomalies, evident faults and defects of the goods delivered or of the packaging (for example: scratches, stains, dents), errors in the product or in its quantity, the buyer shall note the anomaly on the transport documents, or anyhow, shall notice the seller promptly, through the contact means indicated in Art. 1 of the contract.

## 9. GUARANTEE

The provisions of the Consumer Code regarding the conformity guarantee of the goods sold apply to the contract. In particular, the consumer has right, at no extra charged cost, to restore the conformity of the purchased good by means of repair or replacement by the seller. For this purpose, the consumer must communicate the conformity fault to the seller within two months from the date of discovery.

The legal guarantee of conformity covers faults that occur within two years after delivery, including those deriving from the imperfect installation and assembly made by the seller as required by [Art. 128 and following](#) of the consumer code.

In the case of products with additional guarantees issued directly by the manufacturer, the seller undertakes to provide the buyer with the nearest contact details for the manufacturer's service network.

## 10. WITHDRAWAL RIGHT

In any case, the buyer can withdraw from the Contract for any reason, without explanation and without any penalty, within fourteen days from the day in which the last good purchased is received, for all goods and services purchased or for some of them, by notifying the seller before the deadline has expired. For this purpose, buyer uses the withdrawal form available on the Website (see, for example, the form in the appendix) suitable to express the explicit decision to withdraw and sends it by registered mail with notice of receipt to the following address: \_\_\_\_\_ or to the Fax number \_\_\_\_\_ or through the online withdrawal procedure.

Within fourteen days from the date of withdrawal, the buyer must return what was purchased by delivering it or sending it to the following address: \_\_\_\_\_

The transport costs related to returning the goods subject to withdrawal are charged to the buyer who is fully liable for their return. Before returning the goods, the buyer must ensure that these goods are intact and in a normal state of conservation, as well as inserted in their original packaging, reasonably intact, complete in all parts (including packaging and additional documentation).

The seller will reimburse all payments received from the consumer in fulfilment of the contract, without undue

delay and in any case within fourteen days from the date on which seller is informed of the consumer's decision to withdraw from the contract, using the same means of payment that was used by the consumer to make the purchase

The seller reserves the right to withhold the reimbursement, unless offering the possibility to collect the goods in person, until he has received the goods in order to carry out the verification in terms of conformity and integrity of the returned goods, or until the consumer has proven that the goods have been returned (depending on which situation occurs first).

#### 11. WEEE

The seller collects free of charge the Waste Electrical and Electronic Equipment (WEEE) of the same type of new electrical and electronic equipment (EEE) purchased by the buyer, in the one to one proportion (for example \_\_\_\_\_). The relative request must be sent by the buyer to the seller, using the e-mail address \_\_\_\_\_, within the day following the receipt of the order confirmation. For this purpose, it is necessary to indicate the order confirmation number and the waste to be collected.

It must belong to the same type of goods purchased, and must be in such conditions that do not constitute a risk for the safety of those who must move it, without adding extraneous elements or materials. If the waste does not have the aforementioned conditions, the seller will abstain from withdrawing it.

#### 12. APPLICABLE LAW AND RESOLUTION OF DISPUTES

This Agreement must be interpreted in accordance with Italian law. The parties mutually acknowledge that alternative forms of dispute resolution are available (see attached information sheet).

For disputes concerning consumers, the exclusive competent court is that of the place of residence or domicile of the consumer.

In any case, except for the mandatory provisions enforced in the consumer's state of residence.

## INFORMATION ON THE PERSONAL DATA PROCESSING

In relation to the personal data held by the seller \_\_\_\_\_, the buyer is informed on the following in accordance with Legislative Decree 196/2003 and the following EU Regulation 2016/679:

1. *Scopes.*

The processing is finalised to the correct and complete execution of the above-indicated contract.

2. *Promotional initiatives.*

The data will be used to create a mailing list to send some specific promotional initiatives of the seller to the purchaser.

3. *Procedure.*

a) The processing is carried out by means of the operations (or set of operations) indicated hereunder: collection, registration, organisation, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and data destruction.

b) The operations can be performed with or without the aid of electronic or automated tools.

c) Processing is carried out by the controller and/or persons in charge of the processing, if needed, also by means of an automated decision-making process, including profiling.

4. *Conferment of Personal Data.*

The conferment of Personal Data is necessary for the purposes indicated above.

5. *Refusal to the conferment of Personal Data.*

Any refusal by the involved party to provide personal data implies the impossibility of fulfilling the activities indicated above.

6. *Communication of data.*

Personal data may be disclosed to the persons in charge of processing and may be communicated, for the aforementioned purposes, to external collaborators, consultants, and in general to all those subjects to whom communication is necessary for the correct fulfilment of the purposes.

7. *Data Dissemination.*

Personal data are not subject to dissemination.

8. *Transfer of data abroad.*

Personal data may be transferred, within the aforementioned purposes, to countries of the European Union and to third countries with respect to the European Union (in the latter case, subject to fulfilment of the provisions of articles 44 and following of the EU 2016/679 Regulation).

9. *Storing period for the data.*

Personal data can be stored for a period of time determined on the basis of the nature, content and purpose of the above contract, even after its conclusion, taking into account the needs of the parties.

10. *Rights of the involved party.*

Art. 7 of Legislative Decree. 196/2003 grants to the involved party the exercise of specific rights, including, firstly, that of obtaining the confirmation from the controller of the existence or not of their personal data and their being made available in an intelligible form; secondly, the involved party, has the right to know the origin of the data, the purpose and methods of the processing, the logic applied to the processing, the identification details of the controller, the supervisor, the designated representative, if any, and of the entities (or of the categories of entities) to whom the data may be communicated (or who may become aware of them, as supervisors, persons in charge or appointed representatives); thirdly, the involved party has the right to obtain the updating, rectification and integration of the data, the cancellation, transformation into anonymous form or the blocking of data processed in violation of the law, as well as the attestation that these operations (and their contents) have been brought to the attention of those to whom the data have been communicated or disseminated, except in cases where this fulfilment is impossible or involves a use of means that is manifestly disproportionate for the protected right; fourthly, the involved party has the right to oppose, for legitimate reasons, to the processing of data for the purposes indicated at point 1 and, in any case, to receiving advertising or direct sales material or for market research. or commercial communications.

The EU Regulation 2016/679 grants further rights to the involved party, among which the right to access his/her personal data, to obtain the rectification or cancellation or limitation of the processing, to oppose to the processing and/or portability of data, to revoke

the consent (except if the processing is necessary to fulfil a legal obligation or to execute an office or an office connected to exercising the public authority, of which the controller is appointed), as well as to submit a complaint to the supervisory authority (the Privacy Guarantor in Italy).

11. *Processing controller and supervisor.*

The processing controller and supervisor is \_\_\_\_\_

### CONSENT TO THE USE OF PERSONAL DATA

Name \_\_\_\_\_  
Surname \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_ Area code \_\_\_\_\_  
Tel/Mob \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

The buying party

accepts  does not accept

the processing of personal data provided by the seller;

accepts  does not accept

that the personal data are used to create a mailing list in order to convey specific commercial initiatives, in compliance with the principles set out in numbers 30-31 of Directive 2000/31/EC, as well as articles 8-9, of Legislative Decree 70.2003.

### INFORMATION SHEET ON THE RIGHT OF WITHDRAWAL

The consumer has the right to withdraw from the contract, without indicating the reasons, within fourteen calendar days.  
The right of withdrawal starts from when the consumer enters into possession of the good at issue of the contract. In particular, this right does not apply in the case of made to measure goods or those clearly customised according to Art. 59 of the Consumer Code.  
If the consumer has not received the information included in this information sheet, the withdrawal period starts when the consumer receives it, and, in any case, the period in which the withdrawal is allowed ends after one year and fourteen calendar days from when the consumer become owner of the good at issue of the contract.  
In order to exercise the right of withdrawal, the consumer communicates the decision to the seller using the methods indicated in Art. 10. The consumer can use the withdrawal form on available on the website at the following link or other form.  
If the consumer exercises the right of withdrawal, no cost is charged.

## WITHDRAWAL FORM TYPE

(Fill in and return this form only if you wish to withdraw from the Contract)

- Consignee [indicate the same data included Art. 1 of the Contract]:
- With this document I/we (\*) notify the withdrawal from my/our (\*) Contract for the following goods/services (\*)
- Ordered on (\*)/ received on (\*)
- Name
- Address
- Signature (only if this form is notified in papery format)
- Date

(\*) Delete unnecessary wording.

## INFORMATION SHEET

The seller and the buyer may submit disputes arising from this contract or connected to it (including those related on its interpretation, validity, effectiveness, execution, and resolution):

- to the assisted negotiation procedure (pursuant to Article 2 of the Legislative Decree no. 132 dated 12 September 2014, converted, and amended by Law 162, dated 10 November 2014);
- the joint conciliation procedure (if applicable);
- the attempt to mediate with the Bodies set up at the Chambers of Commerce or other mediation Bodies approved pursuant Legislative Decree 28/2010.

In case of choosing one of the above-mentioned out-of-court resolution tools, the seller and the buyer undertake to make an appeal before starting any judicial or arbitral proceeding.

In case of a negative outcome, the dispute between professionals will be discussed exclusively at the Court of \_\_\_\_\_