

## **DUXILON STORE GENERAL CONDITIONS OF SALES**

**Duxilon è un marchio di proprietà di TREM SRL**

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The following conditions of sales regulate the selling of products commercialized by Trem Srl through the web site [www.duxilon.it](http://www.duxilon.it)

All the purchases made through the web site [www.duxilon.it](http://www.duxilon.it), will be regulated by these conditions of sales (in accordance with the Italian law and, in particular the D.Lgs. 70/2003 concerning the e-commerce and D.Lgs. 206/2005 with specific reference to the regulations about distance contracts). Any changes or new conditions will be communicated promptly.

### **1) Examination of the purchase agreement**

In order to buy one or more products on the web site [www.duxilon.it](http://www.duxilon.it), the user has to register on the web site and complete the order and payment process; after that an order confirmation with all the details and the conditions about payment and delivery will be sent by Trem Srl. **Given prices are VAT included.**

The order can be considered confirmed and the contract finalized when Trem Srl receives the payment and delivers the goods to the customer in accordance to the details indicated on the order confirmation.

If the requested products are not available in that moment, Trem Srl will communicate it within 7 days from the date of the order, without any responsibilities for this. If the customer doesn't accept the new delivery conditions, the contract will be considered closed and Trem Srl will refund the amount.

The contract can be considered closed when the material has been received by the customer. By confirming the order as it is, the customer accepts all the indications on it and all the general conditions of sales.

## 2) Purchasing on Duxilon Store

The customer can buy only the products available on the web site [www.duxilon.it](http://www.duxilon.it) as they are described on the technical sheets. The pictures on the web site want to help the customer in the choice of the model, but they could not represent the exact aspect of the delivered product.

Small color variations do not bring to any disputes and have to be accepted because, for natural products as wood, which is a living material, the coloring and/or the grain could be subjected to variations. So it is quite normal that one article could be slightly different from another one even if they are part of the same lot. These small variations are different depending on the type of wood finish used.

## 3) Order and delivery of the products

Trem Srl delivers its products through qualified couriers. **Deliver of the goods is guaranteed within 2 working weeks from the receipt of the payment.** Transport costs are charged to the customer and are clearly underlined on the order confirmation. Transport costs can vary depending on the destination, the total weight and the volume of the goods. All the deliveries can be insured.

When the customer receives the goods he has to check the material carefully. If the package is damaged the customer has to receive the package signing it with “**Goods unchecked**”; in this way he can check the material and inform us about the state of the goods. We can’t accept any claims for transport damages if they haven’t been noticed on the transport document returned to the courier.

Trem Srl is not responsible for any delays caused by the courier as is not responsible for any lost or damage after the delivery to the customer.

The dispatch of the products can be suspended if the customer doesn’t pay the amount due. If Trem Srl doesn’t deliver the goods within 30 days from the confirmed delivery date, the customer can have the full refund of the order.

#### **4) Order cancellation**

The cancellation of the order can't occur after 7 days from the date of payment. Trem Srl makes in any case itself available for any further changes that, however, can't be guaranteed and that will be authorized only based on the state of the art of the production.

#### **5) Payment**

The customer can buy the products on the website [www.duxilon.it](http://www.duxilon.it) using the payment methods as indicated during the purchasing process, indicating the order confirmation number (communicated by e-mail) on the reason for payment.

To accelerate the delivery time, it would be advisable to send us per fax or e-mail a copy of the payment.

Trem Srl will give the goods to the courier only after having received the payment (if other payment methods haven't been agreed between Trem Srl and the customer).

Goods have to be paid for their total amount with the following methods:

- CREDIT CARD: VISA, Mastercard, Diners and Maestro; payment will be done through Paypal secure server.
- BANK TRANSFER: payment must be done before the dispatching of the goods.

Here below our bank details:

**BANCA di Credito Cooperativo Pordenonese**

Filiale di Cecchini di Pasiano

IBAN No.: IT 29 E 08356 64930 000 000 001 109

BIC No.: ICRA IT RR9WO

SWIFT CODE : ICRA IT RR 356

## 6) Guarantee

The seller guarantees to the customer, for the period of **2 years** after the delivery of the goods, that products are free from production defects that can make them unusable.

The seller is dispensed with this guarantee when the Customer doesn't use the products in the correct way, changes them without the seller's approval or doesn't communicate promptly any defects or faults.

The seller is dispensed with this guarantee when:

- a) The replacement or repair of the products depends on circumstances beyond our control or on customer's negligence;
- b) Products or part of them have been used or stocked in a not properly way.

Apart from cases of misconduct or great negligence from the Seller, the only responsibility is limited to the obligation of repairing/replacing defective products.

In no case the Seller's responsibility can be extended to indirect or incidental damages or losses, suffered by the customer because of some faults and defects of the products.

For the replaced product, the guarantee starts from the delivery date.

Any action against the seller will in any case lapse within 26 months from the delivery of the goods.

## 7) Right of withdrawal

The consumer has the right to terminate any contract, without any penalty and without specifying the reason, within the term of **10 days** from the day of the delivery of the product. The right of withdrawal may be exercised only by consumers, so all purchases made with a VAT number do not have this right. The right of withdrawal must be exercised by the customer, on pain of loss, by sending a **registered letter to Trem Srl - Via Segaluzza, 11 / A 33170 Pordenone (PN)** or by e-mail to [info@duxilon.it](mailto:info@duxilon.it) or fax to 0434/610781, as long as it is confirmed by registered letter within 48 hours after sending the e-mail or fax. The customer is obliged to return the product intact and complete with the original packaging at its own expenses **within 8 days** from the date of the notification of the withdrawal. The risks of the return shipment are carriage paid.

The return of the material will be accepted only if authorized in advance. For all the accepted refunds that comply with the above procedure the full value of the products will be recognized and credited. The amount will be refunded, as provided by the law, as soon as possible and, in any case, within a maximum period of 40 days from receipt of the returned goods, excluding transport costs. For all returns generated by an error of the customer a fee of 35,00 € will be charged for operating expenses. Trem Srl reserves itself the right to reject any return that does not comply with the above rules, charging also the transport costs related to the return material and the new delivery.

#### **8) Defects/Damaged material/return of the goods**

Any faults or defects of the product (package integrity, wrong product, damaged product, etc..) and the related request for return goods must be communicated in writing to the same address as above, using the [appropriate form](#), within **8 working days** from the date of the receipt of the product, attaching a copy of the consignment note showing any **reservation** made by the carrier and the detailed description of the problem that arose at the time of the receipt of the goods. All items must be returned in the same condition of receipt, unused and fully intact, in their original packaging.

In case of **defect of conformity**, the consumer has the right to restore, without charge, the conformity of the goods *by repair or replacement*. The seller, once inspected the defect/damage, may:

- Refund the price paid for the rejected products to the customer and consequently terminate the contract;
- Replace the product with other products without any additional cost for the customer.

Once having checked the product Trem Srl will, as soon as possible and no later than 90 working days, replace or repair it and dispatch it again.

To make the re-entry of the product easier an identification number of the return goods will be communicated per e-mail to the costumer.

## 9) Place of jurisdiction

The purchase agreement between the customer and Trem Srl is considered closed in Italy and regulated by the Italian law. For any dispute, the land jurisdiction is only the one of **Pordenone**.

## 10) Privacy and data protection

Personal data are collected in order to register the customer and provide him with the procedures for the execution of this contract and all the necessary communications; these data are processed electronically in compliance with the laws and can be produced only upon request of the judicial authority or other authorities authorized by law.

Personal data will be communicated to the people in charge to carry out activities necessary for the execution of the contract and used exclusively for that purpose.

The attention to the safety and confidentiality of customer data is a priority for the supplier and information about people, company, orders is strictly confidential and the supplier will not spread or sell any information to external companies for promotional purposes.

The information provided can only be used to send newsletters, communicate news, special promotions, new product offerings, unless a contrary intention has been expressed at the time of registration or subsequently by sending an e-mail to [info@duxilon.it](mailto:info@duxilon.it)

The customer, by signing the appropriate model of the informative and consent, declares to have been informed of all the elements stated by art. 13 of d.lg 30<sup>th</sup> June 2003 nr 196 and gives his consent, under the clause 23 of the above decree, to the fact that its personal data are treated according to the law and eventually communicated to third parties and (or transferred to countries within the European Union or in third countries according to art. 42 and 43 of the decree, especially to foreigners, even outside the EU), whose collaboration becomes necessary.

In case of damaged goods, the customer can send them back within 7 days, communicating it in writing to our e-mail address [info@duxilon.it](mailto:info@duxilon.it). Defective goods, if accepted, will be replaced or refunded.