



perlamadredesign

PERLAMADREDESIGN  
GENERAL CONDITIONS OF SALES ONLINE

June 2015

## 1. General provisions

This General Conditions of Sales (GCS) set forth the terms and conditions of the purchase on line of any product (**Product**, in plural **Products**) presented on the web site <http://perlamadredesign.com> (**Web Site**), which is ownership of Patrizia Iacovazzi Sole Trader, with its legal seat in Dorsoduro 3182, 30133 Venice (Italy), VAT no. 01844390748, REA VE – 369591 – Certified e-mail (PEC) [perlamadredesign@legalmail.it](mailto:perlamadredesign@legalmail.it), who is the owner of the trademark Perlamadredesign (hereinafter referred to as the “**Seller**”) by the client (**Client** or **Buyer**).

This GCS forms integral and essential part of the purchase contract (**Contract**) which may be imprinted by using the print command in the browser; a copy hereof may also be saved or reproduced using the following link.

The provisions of this CGS, where referred to consumer, shall apply exclusively to those subjects who may be defined as consumer pursuant to applicable law. Consumer shall benefit, in particular, of the protections provided for the distance contracts pursuant to Title III, Section II, Legal Decree 6<sup>th</sup> of September 2005 n.206 (**Consumer Code**).

**It is also provided that, being the products sold by the Web Site handmade products, article 59 of the Consumer Code, concerning the “Exception to the right of termination” (see art. 5) shall apply.**

In this CGS the following terms shall have the following meaning:

“**Consumer**”: any natural person who place an order for purposes which are outside of his trade, business or profession;

“**Professional**” any natural or legal person who place an order for purposes within the purposes of its own trade, business or profession;

“**Client or Buyer**”: depending on the cases, a Consumer or a Professional;

“**Contract**”: any agreement executed by this Web Site or by e-mail, between Perlamadredesign and a Client for the purchase by the latest of one or more Products;

“**Order**”: any offer concerning the purchase of one or more Products, made by a Client to Perlamadredesign

## 2. Object and execution of the Contract

The object of the Contract is the sale of one or more Products described in detail in the “*e-shop*” section of the Web Site at the price indicated therein, which includes the shipment expenses, taxes and applicable fees, except in case, agreed between the Buyer and the Seller before payment, in which the Client requests for a shipment which is different from those ones usually performed by the Seller.

It is provided that the Products sold by Perlamadredesign are handmade products and, therefore, possible imperfections which may present shall be considered typical of handmade products and shall not in any case constitute a defect pursuant to article 1490 Italian Civil Code.

In case a Product, presented on [www.perlamadredesign.com](http://www.perlamadredesign.com), is not available at the time of the access to the Web Site or at the time of forwarding the order, the Seller shall communicate, immediately or in any case within 30 (thirty) days from the day following the day in which the order has been forwarded to the Seller, the unavailability of the ordered Product.

In the event that the order is already forwarded and the payment of the price made, the Seller shall reimburse, without serious delay, the down payment, and the Contract shall be intended as terminated between parties, except if otherwise agreed between the Seller and the Client.

The Contract execution procedure on the Web Site starts from selecting a Product in the on-line shopping cart, by clicking on the button of the web page “*add to cart*”, continuing, then, with procedure to submit the on line order to the Seller, following the relevant instructions.

At the end of the procedure, the Client shall be addressed to PayPal web page, which contains the procedures in order to insert the Client’s data and select the way of payment.

The Contract shall be considered as executed when Perlamadredesign receives the on-line purchase order, after verifying that the data inserted concerning the purchase order are correct.

By submitting the order, the Buyer totally accepts and undertakes to conform to this GCS. The Buyer, by submitting the order, expressly declares to accept Perlamadredesign Privacy Policy, as provided in the following link.

Perlamadredesign files the order in its data base for the period which is necessary to process an order and in any case pursuant to applicable law.

Seller reserves the right to not process the purchase orders which give not sufficient guarantees of solvency or if such guarantees are incomplete or incorrect. In such case Perlamadredesign shall inform, using the contact details provided by the Buyer, that the orders shall not be processed and the relevant reasons.

In case of execution of the Contract, Perlamadredesign, shall forward by e-mail, to the e-mail address provided by the Buyer, the order receipt, containing this GCS.

### **3. Language, applicable law to the Contract and Jurisdiction**

This Contract is governed by Italian law.

In particular, the provisions of D.lgs. 9 of April 2003, no. 70 on some aspects of e-commerce, and D.lgs 6 of September no. 206, with particular respect to the provisions set forth on distance contracts in the event that the Purchaser is not a Professional.

The sale Contract between the Client and Perlamadredesign is to be intended as executed in Italy.

Any dispute which may arise from the execution of the purchase distance contract, in the event that the Client is a Consumer, shall be settled exclusively by the competent Court having jurisdiction at the place in which the Consumer has his residence, otherwise, the exclusive competent court shall be the court of Treviso.

### **4. Exclusion of liability**

In any case the Seller shall be liable for any failure to fulfill the obligations arising from this GCS if due to force majeure, including but not limited to, act of god, terrorism, failure of the coverage and/or blackout, or act of a third party, including the forwarder.

The Seller shall not be liable in case of loss or damages to the Products during the transport.

In case of defects of the Products which may cause the unsuitability to the intended use, Purchaser shall communicate, by e-mail, to Perlamadredesign the receipt of the Products in such conditions

within 24 hours from the receipt. The name of the forwarder appointed to pick up the defective Product shall be communicated to the Buyer from time to time by the Seller.

The Seller, once received and verified the status of the Products delivered under the above provisions, shall communicate to the Purchaser within the following 48 hours the confirmation.

#### **5. Waive of Client's right of termination**

Due to the fact that the Products are handmade products, to the custom-made packaging and the customization of each Product sold by Perlamadredesign, the Client waives its right to terminate the Contract.

#### **6. Defects of the Products**

Perlamadredesign declares that the Product, pursuant the provision set forth in art. 2, par. 2 of this GCS, may present imperfections, due to the fact that the Product is an handmade product.

Therefore the Professional client declares and accept to waive any warranty of the Products, also with reference to the warranty provided in art. 1490 and 1491 of the civil code.

Similarly, the Professional client declares to waive to claim for indemnity against Perlamadredesign as provided in art. 131, Consumer Code D.Lgs 206/2005 and following modifications.

#### **7. Privacy Policy**

The Client may obtain information on the personal data treatment from [Privacy Policy](#) page on the following link\_\_\_\_, which has already been accepted by the Client.

For any further information on the Privacy Policy the Client may contact: [pmd@perlamadredesign.com](mailto:pmd@perlamadredesign.com), or at the legal seat, in Dorsoduro 3182, 30133 Venezia (IT), P.IVA 01844390748, REA VE – 369591, PEC [perlamadredesign@legalmail.it](mailto:perlamadredesign@legalmail.it).

#### **8. GCS amendments and updates**

This GCS on the Web Site may be amended from time to time also considering possible amendments to the applicable laws. This GCS are effective from its publication on [www.perlamadredesign.com](http://www.perlamadredesign.com).

Pursuant to and for the legal purpose of art. 1341 and art. 1342 civil code, the Client expressly declares to accept the provisions set forth in the following articles of this GCS: Art. 2 (Object and Contract execution), par. 2, 4, 8 and 10; Art. 3 (Language, Applicable law, Jurisdiction) par. 1, 3 and 4; art. 4 (Waive of Client's right of termination); Art. 6 (Product defects in case of Professional client).