



General Terms and conditions For Online Sales

General Provisions

The current terms are binding between the Intesi Group S.p.A. company with registered address in Via Torino 48, 20123 Milano (MI) Italy, VAT Number 02780480964, hereinafter referred to as “Intesi,” and any entity purchasing online through the store.intesigroup.com internet site hereinafter referred to as “The Client”.

Art.1 Object Of The Contract

Under these general Terms and Conditions of sale, Intesi sells and the Client acquires Goods and Services listed and offered for sale on the store.intesigroup.com web site.

Contracts are concluded exclusively online. The Client accesses the store.intesigroup.com website and executes a purchase order according to the process indicated on the web site.

All the above-mentioned Goods and Services are described on the store.intesigroup.com web page, specifying their main characteristics, terms of supply and prices.

The Client is required to review these general Terms and Conditions of sale provided by Intesi before confirming his/her order, and accepts them by checking the dedicated box.

Art.2 Preliminary Information For The Consumer - Legislative Decree 206/2005 Art.49

Before concluding the purchasing contract the Client will review features of the Goods and Services that are provided in the individual product data sheets, which are available at the time of selection.

Before concluding the contract the Client is apprised of:

- The total price of Goods and Services inclusive of taxes, with details of delivery and any other cost;
- Method of payment;
- Deadline by which Intesi undertakes to deliver the purchased products;
- Conditions, terms and procedures for using the right of withdrawal (Art.8 of these terms);
- That the Client will be charged the cost of goods restitution in case of withdrawal;
- Existence of a legal guarantee of conformity for the acquired Goods;
- Exclusion of the right of withdrawal (as per Art.59 lett. o of the Consumer Code) in the case of the supply of digital products not using a tangible medium, with explicit agreement between all concerned parties and Client acceptance;
- The functionality of digital components, including applicable measures for technical protection.

At any moment, and at any point prior to conclusion of the contract, the Client can obtain Intesi details such as address, telephone and fax numbers, e-mail address. Such information also is hereunder provided:

Intesi Group S.p.A.

Registered Office in Via Torino 48 - 20123 Milano - Italy

Tel. 02 6760641 Fax. 02 67606437

e-mail: intesi@intesigroup.com; certified electronic mail (PEC): intesigroup@legalmail.it

Art. 3 Contract Conclusion And Validity

The purchase contract is concluded when Intesi sends the Client an e-mail confirming the order. The e-mail contains the Client data, the number of the order, cost of Goods and Services purchased, delivery costs and the delivery address for the Goods.

The Client undertakes to verify the correctness of the personal data and immediately inform Intesi of any required corrections.

Art.4 Client's Obligations

The Client undertakes to pay the cost of Goods and Services according to the time and conditions indicated by Intesi, and to communicate to Intesi all data necessary for the correct supply of the Services or the dispatch of the Goods.

The Client is responsible for the truthfulness of data provided to Intesi.

After the completion of the online purchasing procedure the Client undertakes to print and preserve documentation related to the general Terms and Conditions and the purchase order.

Art.5 Availability of Goods And Services

Availability of Goods and Services refers to the availability at the moment the Client completes the purchasing order. Nonetheless, in view of the possible simultaneous presence of more than one user on the site at any given time, this availability is only indicative, as Goods and Services could be sold to other Clients before order confirmation.

In the case that demand for Goods and Services exceeds Intesi's availability, Intesi will inform the Client, indicating whether the Goods and Services are indefinitely unavailable, or providing an anticipated waiting period, and asking the Client to confirm or annul the order.

Art.6 Prices

All sale prices of products listed on the store.intesigroup.com website are in Euros and do not include VAT. Delivery costs are not included in the purchase price. They are calculated at completion of the purchasing process, before actual payment.

Art.7 Limitation of Liability

Intesi will not be responsible for any disruption, delay, or impossibility to execute to implement the contract derived partially or fully from unforeseen events or force majeure.

Except cases of fault or serious misconduct, Intesi will not be responsible to the Client for any damages and / or delays due to malfunctioning or blockage of the IT system, to the security of software or hardware equipment utilized by the Client, and to regular and permanent functioning of internet, electrical and telephone systems utilised by the Client.

Intesi also shall not be held responsible for any damage, loss or costs incurred by the Client due to non-execution of the contract for reasons not beyond the control of Intesi. In this case the Client only will have the right to be fully reimbursed for the price paid and any extra charges incurred.

Finally, Intesi will not be responsible for fraudulent and illegal use made by third parties of credit cards or other means of payment used for purchasing the acquired goods and services, provided Intesi demonstrates they have taken all necessary measures of due diligence.

Art. 8 Withdrawal Rights

Without prejudice to Article 59 lett. o) of the Legislative Decree 206/2005 (Consumer Code), in case the Client can be classified as a Consumer under that Regulation, he/she has the right to withdraw the purchase without any penalty and without specifying the reasons, within 14 days after receiving the Goods or Services.

The Client intending to exercise the right of withdrawal shall notify Intesi with an explicit statement, or through the standard withdrawal form available in Annex I, part B, Legislative Decree 21/2014 ([form](#)

download) and send it by registered letter with return receipt to Via Torino 48 - 20123 Milano Italy or by e-mail to intesi@intesintesigroup.com.

In exercising the right of withdrawal the Client shall return the goods within 14 days upon notification to Intesi of the decision to withdraw from the contract, according to Article 57 of the Legislative Decree 206/2005.

The goods must be returned to Intesi at Via Torino 48, 20123 Milano, with delivery costs paid by the Client. The goods must be returned whole, in their original packing, including all parts (wrappings, documentation and any accessories such as manuals, cables etc.), together with the included fiscal documents.

After verifying condition of the Goods as described above, Intesi will reimburse the amount relative to the Goods to which the withdrawal applied, within 14 days. As provided for in Article 56, subparagraph 3 of Legislative Decree 206/2005, and amended by Legislative Decree 21/2014, Intesi can suspend reimbursement until the goods are received or the Client can provide reasonable proof of having shipped the goods back to Intesi.

Intesi will reimburse the amount due by the same means of payment chosen by the Client at the time of purchase. If payment took place by bank transfer, the Client intending to withdraw shall provide Intesi with his/her bank details – IBAN, SWIFT and BIC – which are necessary to authorize the refund.

Art.9 Legal Guaranty Of Conformity

In the case of Goods not conforming to the order or defective, the Client has the right to have the goods restored without cost, by repair or substitution. The Client can exercise his/her right if the defect occurs within two years of delivery, and is communicated to Intesi within two months of its discovery.

Art.10 Cookies

The store.intesigroup.com website uses “cookies”. Cookies are electronic files that register information relative to Clients’ browsing of the website – pages consulted, date and time of visits, etc., that permit Intesi to offer a customized service to its clients. Intesi informs the Client of the possibility to disable creation of these files by accessing their configuration menu. It is understood that this will prevent the Client from proceeding with the online purchase. For more information click here http://store.intesigroup.com/landing/pdf/privacy_en-gb.pdf

Art.11 Entirety

These general purchase Terms and Conditions consist of the entirety of relevant clauses. If one or more provisions of these general Terms and Conditions shall be considered not valid; or declared as such under the law, regulations, or a decision by a court having jurisdiction, the other provisions will continue to be in force and have full effect.

Art.12 Applicable Law And Competent Court Of Justice

These general Terms and Conditions of Sale are governed by Italian law. Any controversy that cannot be solved out of court shall be submitted to the exclusive jurisdiction of the Milan Court of Justice, except for the conditions that apply in case the Client qualifies as a Consumer according to Legislative Decree 206/2005.

ver. 15/09/2017