

# GIOVANNI RASPINI

## Terms and Conditions of Sale [shop.giovaniraspini.com](http://shop.giovaniraspini.com) ("Terms of Sale")

The sale of products shown on the website [shop.giovaniraspini.com](http://shop.giovaniraspini.com) are governed by these Conditions of Sale. The products are manufactured and sold directly from Argenterie Giovanni Raspini Spa (VAT N° 01852960515) headquartered in Largo Torricelli, 1-52041 Pieve al Toppo (AR) Italy.

These Conditions of Sale Constitute agreement for the sale of any product on this Website and we hold them as fully accepted by the Customer at the moment of each order. If you need more information about orders, shipments and payments, returns and refunds, and account management, you may consult the Customer Service area, the content of which is considered an integral part of this Agreement. You can request any further information by contacting our support services by filling in the "Contact Us" form within the Customer Service area. For any other legal information, please, consult the sections: Terms of Use, Privacy Policy and Return Policy.

We reserve the right to change These Terms of Sale. Any new Terms and Conditions of Sale Shall be effective from the time they are published on our Website and will be applied to all orders by Stumbleupon That Time, while orders for the previous Already Stumbleupon the Terms of Sale will apply.

### Sale Conditions

#### 1. Scope of Application and Definitions

1.1 For the purposes of these Conditions of Sale shall be construed to:

- "Seller": Argenterie Giovanni Raspini Spa with headquarters in Largo Torricelli, 1-52041 Pieve al Toppo (AR) Italy, Internet address: [www.giovaniraspini.com](http://www.giovaniraspini.com), [shop.giovaniraspini.com](http://shop.giovaniraspini.com);
- "Consumer" or "Customer" means a physical person who is acting for purposes which lie outside his trade, business, craft or profession, over 18 years or children, if any, authorized by their legal representative. Unless you are such a consumer, please refrain from entering into commercial transactions with [shop.giovaniraspini.com](http://shop.giovaniraspini.com);
- "Order" means an order placed by the Customer to the Seller for the purchase of the Products, in the manner prescribed in Article 5 of these Terms of Sale;
- "Purchase Agreement" means any purchase contract concluded between the Seller and the Consumer for the purchase of the Products, in the manner prescribed in Article 5 of these Terms of Sale;
- "Website" [shop.giovaniraspini.com](http://shop.giovaniraspini.com)
- "Consumer Code": Decree No. 206/2005 (as amended)
- "Decree Ecommerce" Decree No. 70/2003
- "Privacy Policy": Decree No. 196/2003

1.2 These Terms of Sale apply to all Orders for the purchase of Products sent through the Website, to the Seller in respect of their end users who are "Consumers". The Customer is requested to read carefully the terms and conditions that have been made available on the Website, in order to enable the knowledge, memorizing and reproduction by the Customer pursuant to Article 12, paragraph 3, of Legislative Decree 9 April 2003, n. 70 ("Implementation of Directive 2000/31/EC on certain legal aspects of information society services in the internal market, with particular reference to e-commerce"). These Terms of Sale do not regulate the provision of services or the sale of products by persons other than the Seller that are on [shop.giovaniraspini.com](http://shop.giovaniraspini.com) through links, banners or other hypertext links. We advise you, before placing orders and purchasing products and services from persons other than the Seller, to verify the conditions of their sale because the Seller is not responsible for the provision of services by third parties other than the Seller himself or the conclusion of e-commerce transactions between users of [shop.giovaniraspini.com](http://shop.giovaniraspini.com) and third parties.

# GIOVANNI RASPINI

## 2. Conditions for the conclusion of the contract

- 2.1 Using the e-commerce service provided through the Website, the Seller provides the Consumer with a virtual shelf from which he can view online and buy the Products set out therein, under the terms and conditions hereinafter provided.
- 2.2 The Consumer accessing the Website may view the electronic catalog and offers of the Seller, but he can only buy the products under the following conditions:
  - i) registration to the Website - [shop.giovaniraspini.com](http://shop.giovaniraspini.com), if not already done;
  - ii) access to the Website [shop.giovaniraspini.com](http://shop.giovaniraspini.com) by identification by entering a user name (or User ID) and password specified by the user when registering and confirmed by the Seller;
  - iii) acceptance of these Terms and Conditions of Sale.
- 2.3 The Products are intended only to Consumers. Therefore, in view of its commercial policy, the Seller reserves the right not to follow orders from anyone other than the "Consumer" or otherwise orders that do not comply with its trade policy.

## 3. Prices and guarantees

- 3.1 The prices charged for those Products are indicated within each product entry and summarized in the "Shopping bag" at the time of forwarding the Order to the Seller. To the price of the Products the price of the delivery charges, shown separately in the Shopping bag step must be added. Unless otherwise stated in writing, all prices are understood to be "VAT included" and in Euro.
- 3.2 The Seller reserves the right to modify the prices, at its discretion, without prior notice, provided that the new prices will not apply to orders previously submitted.
- 3.3 On [shop.giovaniraspini.com](http://shop.giovaniraspini.com) only products labeled Giovanni Raspini are offered for sale. The Seller does not sell used, irregular or lower quality products than the corresponding market standards through traditional sales.
- 3.4 The main characteristics of the products are shown on [shop.giovaniraspini.com](http://shop.giovaniraspini.com) within each product page. Changes in weight or outward appearance of the goods are not to be considered as a defect but as physiological differences due to the craftsmanship of the production and as a guarantee of uniqueness. The images and colors of the products offered for sale on [shop.giovaniraspini.com](http://shop.giovaniraspini.com) may not exactly correspond to the real due to the Internet browser or monitor used.

## 4. Payment

The Payment is by prepaid credit card or Pay Pal. Payment by credit card / prepaid (accepted cards: Visa, Mastercard, Carte Aurore, PostePay and PayPal prepaid card) is via the PayPal system that ensures maximum safety, confidentiality and fairness in transactions. The customer is informed that the Seller shall levy the amount (accounting) at the date of transmission of the Order.

## 5. Conclusion of Purchase Agreement

- 5.1 The conclusion of the Purchase Agreement will take place under the terms and conditions set out in Article 5, and will be conditional upon full performance by the Customer of the order submitting procedure as described in the Website [shop.giovaniraspini.com](http://shop.giovaniraspini.com).
- 5.2 The presentation of Products on the Website constitutes a mere invitation by the Seller to the Customer in order to formulate a proposal and is not, therefore, binding for the Seller nor does it constitute an offer to the public within the meaning of Article 1336 Civil Code.
- 5.3 The Customer must fill in the order form and send it electronically to the Seller via computer, following the instructions. Proposals for Customer's Order shall be deemed as irrevocable contract proposals, pursuant to art.

Argenterie Giovanni Raspini Spa

Largo Torricelli, 1 - 52041 Pieve al Toppo (AR) Italy - C.C.I.A.A. n° 143916 - C. F./P.IVA 01852960515  
[shop.giovaniraspini.com](http://shop.giovaniraspini.com) - [customer-care@giovaniraspini.com](mailto:customer-care@giovaniraspini.com)

# GIOVANNI RASPINI

1329 of the Italian Civil Code, for a period of fourteen (14) days after their receipt by the Seller. Within the aforesaid fourteen (14) days, the Seller will notify the customer whether the rejection of an order specifying the reasons.

- 5.4 The receipt of the proposed Order of the Customer by the Seller does not imply any obligation on the Seller to accept the same. By way of example and without limitation, the Seller may reject the proposals of Customer's Order if the delivery of the products should take place in countries not included among those expressly listed in the Shipping section of Customer Service, for incomplete data due to a lack of guarantees of solvency, or to the unavailability of the ordered products. If the Products presented on [shop.giovaniraspini.com](http://shop.giovaniraspini.com), are no longer available for sale at the time of sending the order form, the Seller will notify the Customer promptly and in any event within fourteen 14 days from the day following to the transmission of the order to the Seller, the unavailability of the ordered products. In this case, the Seller will refund as soon as possible, and in any case always within the period referred to above, the amount paid.
- 5.5 It is understood that, in the event of a refusal by the Seller of the proposed Order of the Customer, the latter cannot claim any right for any reason whatsoever against the Seller.
- 5.6 The Order shall be deemed accepted by the Seller and, therefore, the Purchase Agreement concluded at the moment when the customer will receive in his inbox acceptance of the Order ("Order Confirmation").
- 5.7 Pursuant to article 53 of the Consumer Code, the Confirmation Order will contain also the confirmation of the information referred to in Article 52 of the Consumer Code.
- 5.8 The Customer can save and / or print and, in any case, retain the Confirmation Order, which contains all the data of his order, making use of the features of his email program. The Customer may also keep a copy of these Conditions of Sale downloaded in PDF format by clicking [here](#).

## 6. Delivery

- 6.1 For specific shipping methods and delivery of products, the Customer can access the Shipping area in the Customer Service section. Please pay attention to the information in this section because the information contained herein form an integral and essential part of these Terms and Conditions of Sale and therefore consider them fully understood and accepted at the time of transmission of the Order.
- 6.2 The Seller shall perform the delivery of the Products to the Customer with selected express couriers. The actual time of delivery depends on the geographical destination of the Order. The indicative times specified in the Shipping section of the Customer Service is of 7 working days, from the date of the Order. At the moment of the shipment the Customer will receive an email of "Shipment Confirmation" by the shipping company responsible for the delivery, which will contain information that will enable tracking.
- 6.3 The costs and risks of transport shall be borne by the Customer. The costs and other expenses related to transport and / or shipment of the products are calculated and detailed in the Order and in its e-mail confirmation. The general method of calculation used for the application of charges related to the delivery of products can be found in the Shipping section of the Customer Service area.
- 6.4 For the delivery of products the presence of the customer or his representative at the address indicated in the Order is required. Upon receipt of the Products to the address indicated in the Order by the Customer, the Customer shall verify:
- That the number of packages delivered corresponds to that indicated in the consignment note which accompanies the goods;
  - That the packaging is not damaged, or wet or otherwise altered, including the sealing materials.

Any damage to the packaging and / or to the product or the mismatch of the number of items or information must be immediately notified in writing on the Courier's proof of delivery (this procedure of acceptance by the Customer is called "conditional acceptance"). At this point, the customer must verify the quantitative and qualitative matching of the Products as specified in the document of transportation along with the Courier who delivered the parcel.

Argenterie Giovanni Raspini Spa

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[shop.giovaniraspini.com](http://shop.giovaniraspini.com) - [customercare@giovaniraspini.com](mailto:customercare@giovaniraspini.com)

# GIOVANNI RASPINI

Once signed the Courier's transportation document without the Customer raising any dispute, the Customer may not raise objections on the external characteristic of the delivered package.

## 7. Right of Withdrawal

7.1 By virtue of Article .64 of the Consumer Code Clients are entitled to withdraw from the contract without giving any reason, returning the Products, other than those specified in paragraph 2 of this Article. The Seller, in accordance with Article 52 of the Consumer Code, shall inform the Customer of the following:

- The right of withdrawal may be exercised exclusively by the Customer within and no later than 14 working days from receipt of the Products ordered, the period within which the customer must deliver the goods to the carrier;
- Only in the case where the seller has not fulfilled its disclosure obligations pursuant to art. 52 of the Consumer Code the period for withdrawal is three months.

7.2 The right of withdrawal is excluded, pursuant to Article 55 of the Consumer Code, in case of purchase of goods made to measure or personalized or which, by their nature, cannot be returned or are liable to deteriorate or expire rapidly.

7.3 The right to withdrawal is exercised according to the instructions in the section of Returns & Refunds in the Customer Service area.

7.4 The communication referred to in paragraph 7.3 above must necessarily contain as indicated below:

- (i) the number of the Order that is being exercised;
- (ii) the express will of the Customer's wishes to terminate in whole or in part by the Purchase Agreement;
- (iii) the description and codes of the products for which the Client exercises his right of withdrawal;
- (iv) the grounds for the Return.

7.6 In the absence of the requirements referred to in points (i), (ii), (iii) of paragraph 7.4 the Seller shall not recognize the Customer's right of withdrawal.

7.7 The right of withdrawal is exercised properly in accordance with the terms and conditions indicated in this paragraph, and if they are fully met the following conditions:

- 1) the communication of the intention to make the return must be complete, as provided in paragraph 8.4, as well as sent to the Seller within 14 working days of receipt of goods;
- 2) The products must not have been altered in their essential characteristics and quality, nor used, worn, washed or damaged;
- 3) The products must be returned in their original packaging.
- 4) The Products must be delivered to the shipping company within 14 working days from the date of receipt of the Products.

The Customer agrees to keep and cherish with the utmost care and diligence the products received and for which it intends to exercise the right of withdrawal, keeping intact together with the original packaging, interiors and exteriors.

The costs and risks of transport for the return are integral to the Customer. The Seller, for the payment of the refund, retains, in fact, from the refund an amount equal to the cost previously incurred for shipping and delivery of products purchased to the address indicated by the Customer. The return of products that are damaged, deteriorated or lacking original accessories or equipment will not be accepted by the Seller and will be returned to the customer, with transport costs borne entirely by the latter.

7.7 If the customer decides to use a carrier other than that provided by the Seller he shall undertake in person to pay the costs of returning the products purchased. In this case, it will not be accepted by the Seller in freight deliveries which, therefore, will be made to the Customer, with a total expenditure borne by himself. Also, any liability in case of loss or damage to the products during transport will remain the sole responsibility of the Customer.

7.8 The Seller on receipt of the Products in accordance with the above and having made the necessary checks will reimburse the money, including the cost of initial shipment, to the customer in the shortest time, and in any case in

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shop.giovaniraspini.com - customercare@giovaniraspini.com

# GIOVANNI RASPINI

no more than fourteen 14 working days from receiving the goods. In case of unmatching between the recipient of the products indicated in the order form and who has performed payment of the sums due for the purchase, the repayment of sums in the event of exercise of the right of withdrawal, will be performed by the Seller, in each case, those who made the payment.

- 7.9 If there has been no compliance with the terms for the exercise of the right of withdrawal, as specified in this paragraph, and in case of return of products that are damaged, deteriorated or lacking original accessories or equipment, the Customer will not be entitled to a refund of the sums already paid to the Vendor; however, he shall be entitled, at his expenses to receive, the products in the state in which they were returned to the Seller. Otherwise, the seller is entitled to keep the products in addition to sums already paid for their purchase.

## 8 Product guarantees

- 8.1. If a Product sold by the Seller showed a defect in production or for any alleged lack of conformity relating to products sold by the Seller, the Customer shall immediately contact the online support at the following email address: [customercare@giovaniraspini.com](mailto:customercare@giovaniraspini.com)
- 8.2. The sale of the Products are subject to the legal safeguards provided for in Articles 129, 130 and 132 of the Consumer Code. The Customer has the right to restore, without charge, the conformity of the goods by repair or replacement, or, if such remedies fail, an appropriate reduction of the price or the contract rescinded. The Customer will lose those rights if he does not complain to the seller within a period of two months from the date on which he discovered the defect. The direct action to enforce fraudulently concealed defects is prescribed by the Seller, in each case, within a period of twenty-six months from delivery.
- 8.3. The Seller guarantees the authenticity of all the Products purchased on the Website. The Products marked "Giovanni Raspini" all are conceived, designed, modeled, constructed, finished and packaged exclusively within the company and are all rigorously and fully MADE IN ITALY.

## 9 Representations and Warranties of the Client

- 9.1. The Customer warrants and takes all liability for, and indemnify the Seller from taking any adverse consequence, that any and all data provided to the Seller are true and correct and allows to uncover the true identity of the Customer.
- 9.2. At the time of registration on the Website the Client provides a user name (email address) and a password that will be confirmed by the Seller via an email, whose joint use will allow the Customer to access at any time to his personal account, identify the Customer and allow him to make purchases of Products on the Website; the Customer is therefore advised that the Orders made by the joint use of user name and password are valid and binding and that the availability of both, by third party would allow them to issue orders binding the regular customer, identified by a user name and password, to accept the receipt of the Products ordered. The customer is therefore required to maintain both the identification code of the password with the utmost care, and keep them secret for the duration of the relationship with the Seller. The customer is also informed of the need to provide the Seller with a valid e-mail address in order to enable the Seller to forward Order Confirmations and any communication.

## 10 Privacy

- 10.1 The Client will be able to obtain information on how the Seller uses the personal data by entering the Privacy area.
- 10.2 The Client, moreover, shall read the Terms and Conditions of Use since they contain important information on how the Seller uses the personal data of his Customers and on the security systems in use.

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# GIOVANNI RASPINI

## 11 Communications

- 11.1. The Customer agrees that any communication regarding these Terms and Conditions of Sale and Purchase Agreements are each made by the Seller both in electronic format e-mail and by using the Web Service, recognizing full validity and expressly renouncing from now to disavow the content of the statements sent and / or received in electronic format. The Customer is informed and agrees that the Seller takes into archive log files on their own technical systems relating to the traceability of operations, estimates and passage of the Orders and recognises its validity to any eventual reconstruction of the relationships in place.
- 11.2. For products covered by the Order, a note of sale will be issued and it will always be available to the Customer within his Customer area next to the Order itself, in Pdf format.
- 11.3. The bills, if needed as part of the buying process, may also be issued in electronic format. The invoice shall be deemed made at the time of transmission of the same. The invoice shall be deemed received at the time when the data contained in it are received by the email address stated in the registration to the Seller, and in any event no later than the fifth day after the transmission of the data by the Seller.

## 12 Copyright e Trademark

Given that in the pages of shop.giovaniraspini.com it is not intended to voluntarily reproduce any copyrighted material or in violation of the law; Having said also that for any material published on the original and protected shop.giovaniraspini.com is cited as the source, in case you encounter an infringement of copyrighted material, whichever is the beneficial holder of the same, shall notify the Staff of shop.giovaniraspini.com (via e-mail to: [customercare@giovaniraspini.com](mailto:customercare@giovaniraspini.com)) that will immediately investigate and solve, at condition found, removing such content. It should be noted that each product or product name and description of each name and its description, company, corporation, personal names, trademarks, logos mentioned on this Website are trademarks or elaborated their respective owners and may be protected by patents and / or copyrights granted or registered by the authorities. We declare that all exceedingly shop.giovaniraspini.com site content, such as text, files, tables, information contained within the pages of the Website, graphics, HTML, logos, button icons, images, graphics, audio-video compilation (meaning the collection, arrangement and assembly), all software, source code, application projects, formulas, algorithms, databases, etc., used in the Website are to be considered exclusive property of the Seller or its content suppliers and products, and are protected by national legislation (Law 663/1941 and subsequent amendments) international copyright, patents and those related to intellectual and / or industrial use; the user may not modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from this website even without profit-making. Any use other than that provided by the "Terms of Use" and "Terms of Sale" on shop.giovaniraspini.com including reduction, modification, distribution, transmission, reproduction, display or performance of the contents of this website is prohibited and any unauthorized use of the resources present on shop.giovaniraspini.com is in violation of copyright, except for the most serious offense, and exhibits relating to the responsible civil and penal consequences provided for in art. 171, 171-bis, 171-ter, 174-bis and 174-ter of Law 633/1941 and subsequent amendments.

## 13 Jurisdiction

These Terms and Conditions of Sale, the Orders, Order Confirmations and Purchase Agreements are governed exclusively by Italian law.

For any dispute concerning or arising from these Terms and Conditions of Sale and / or Orders and / or the Order Confirmation and / or Purchase Agreements or their execution, the mandatory jurisdiction of the court is the place of residence or domicile of the Customer, if that place is within the Italian territory, while in all other cases shall be referred exclusively to the Court of Arezzo, Italy.

## 14 Amendments and updates

The Terms and Conditions of Sale may be amended from time to time in consideration of possible regulatory changes. The new Terms and Conditions of Sale shall be effective from the date of publication on shop.giovaniraspini.com.