

## GENERAL TERMS AND CONDITION OF SALE

### 1. INTRODUCTION

1.1 INSILVIS designs, produces and sell directly its products by means of arscontemporanea, a commercial web site of INSILVIS.

1.2 INSILVIS di Pavon Massimiliano, who is the reference stylist, is an italian company, with VAT No. IT 01259970935, R.E.A. No. 53117 and head office in via Villanova di Sotto, 1 – 33170 Pordenone – Italia.

1.3 Sales of products offered by INSILVIS on the website [www.arscontemporanea.com](http://www.arscontemporanea.com) are governed by the following General Terms and Conditions of Sales.

1.4 With the aim of improving them, INSILVIS may modify or amend these Terms and Conditions at any moment.

Terms and Conditions applicable are those in force at the time of purchase, that can also be viewed and downloaded through links from the home page of the site.

1.5 The goods are offered on sale exclusively to individuals above the age of consent from one of the CEE countries.

*If you* like to make the order as business or form extra CEE countries please contact our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

### 2. PROCEDURE OF PURCHASING

2.1 You choose the product you are interested in, check their availability end add them in your shopping cart.

Click on the shopping cart icon to view the items you have selected and the total price of your order.

Check that the contents of the shopping cart are correct before confirming your order completing the purchase form according to the instructions provided on the relevant page of the site and confirming that you read and agreed on these Terms and Conditions applicable at the time of completion of the order, that you we recommend to download, save or print out.

2.2. Should you need to amend (e.g. item or number of items) or correct any error on your order, you will have to follow the instructions contained on the site.

2.3 When you send your order, the purchase procedure is completed: your order will be submitted to INSILVIS and may not be changed or cancelled.

Should you need to revoke your order before our sending of the ordered goods, please contact our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

2.4 Once the purchasing procedure is completed, you will also receive an e-mail, at the address you entered in the purchase form, containing the main conditions of your purchase, that are so intended to be approved.

2.5 In the event of unavailability of certain products, we will inform you by e-mail or telephone.

We will give you the option to order a different item of the same type or alternatively, to cancel your order, without any charge.

2.6 While INSILVIS continues to make every effort to ensure that the images displayed on the site are faithful reproductions of the original products, variations may occur due to the technical characteristics of your display.

INSILVIS shall not be liable therefore for the eventual inadequacy of the images of the products.

To all intents and purposes, count materials declared in the technical sheet.

2.7 INSILVIS reserves the right to change the items offered on the site at any moment, without prior notice.

### 3. PRICE AND METHOD OF PAYMENT

3.1 The prices of all products offered on the site shall be indicated in Euros (EUR) Great Britain Pounds (GBP) and inclusive of VAT.

The total amount shown includes shipping costs, as detailed below and displayed on the shopping cart.

3.2 INSILVIS reserves the right to change the prices of the products offered on its site at any moment and without prior notice.

You will be charged the prices displayed on the site at time your order is confirmed, provided that the products ordered are available at that time.

3.3 INSILVIS only accepts payments by one of the procedures indicated on the purchase form.

Cash on delivery.

If the cash on delivery form has been selected, the amount shall have to be paid in cash or non transferable cheque, to be given to the forwarding agent.

This payment method is available only to customers resident in Italy and may imply the payment of a surcharge for each order: in any case the cost of the purchased product corresponds exactly to the one displayed on the Web site after completing the order.

Bank transfer paid in advance.

Customers who choose to pay by bank transfer must send a copy of the bank receipt to our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

The goods will be forwarded only upon receipt of a copy of this document or receipt of funds. The purpose of the bank transfer must include the order number that is issued in the order confirmation email.

Paypal

In case of purchase through the PayPal payment method at the end of the order the customer is directed to the PayPal login page.

Credit Card

In case of payment by credit card, the total price of the order (price of the products and shipping costs), as indicated in the purchase form, will not be charged to the current customer's account until the order has been shipped.

In case of payment by prepaid credit card the total price of the order (price of the products and shipping costs), as indicated in the purchase form, will be automatically charged to the current customer's account when ordering.

All details like card number or expiration date will be sent to the Bank providing remote electronic payment services by encrypted protocol, therefore without third parties having any access thereto whatsoever. At no time during the purchase process INSILVIS is able to know information about the buyer's credit card, as they are typed directly on the site of the bank that handles the transaction. INSILVIS does not contain or maintain archives of such data. In no event INSILVIS can be held responsible for any fraudulent or illegal use of credit cards by a third party, on payment for products purchased on this site.

3.4 Products will be forwarded to the address the customer entered in the purchase form.

INSILVIS cannot forward any order to a P.O. Box or accept any order where it is impossible to identify the individual private recipient of the order, and its address.

#### 4. DELIVERY

4.1 INSILVIS shall make every effort to deliver the ordered products as quickly as possible, and to this end, if some products are not immediately available, reserves the right to break up an order into several forwarding.

If this event occurs, INSILVIS will inform you by e-mail or telephone.

Our delivery time range from 24/48 hours to a max. of 30 days.

After the placement of the order, customers will receive a message detailing the products ordered, the delivery address indicated on the order form, the expected delivery date or the impossibility of delivery within a max. of 30 days.

4.2 When the parcel with the ordered items leaves the INSILVIS warehouse, INSILVIS will send an e-mail to the address you entered in the purchase form.

If the forwarding agent offers this service, this email will contain the instructions to allow real time monitoring of the delivery.

For any question concerning the delivery and the event of late deliveries you may contact our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

4.3 INSILVIS does not foresee any installation for its product, but only guarantees their delivery to the home of the customer.

#### 5. CONFORMITY OF ORDERS

5.1 Goods must be checked at the moment of delivery to verify the conformity of order.

Any eventual anomalies found at delivery (e.g. interference or damage to the packing, damaged goods, missing items with respect to the waybill, goods that do not correspond to the items ordered etc.) may be indicated directly on the delivery note in a handwritten comment signed by the customer.

If any of these situations occur, customer must promptly notice our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

5.2 Customer has the right to ask for the conformity of the order, or in case of any unavailability of the ordered products occurred in the meanwhile, to order a different item of the same type, or alternatively, to cancel the order. We will however replace or integrate the product or refund you, as agreed.

#### 6. RETURNS AND REFUNDS - CANCELLATION

6.1 Cancellation of your order and claims for returns and refund regarding any item purchased on the Site must be made in the following way.

a) Customers wishing to assert their disclaimer rights must send, within 10 (ten) days from receipt of the product, a e-mail or fax communication to our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

With this communication consumers state the intention to assert their legal rights, information on the product, progressive order number as issued upon purchasing/ordering and complete bank account details.

The notice shall be confirmed within 48 hours from the forwarding of the telegram or fax by registered letter with notice of receipt sent to the address: INSILVIS – via Villanova di Sotto, 1 – 33170 Pordenone – Italia.

b) To request a refund of the product, customers shall return the disclaimed product to the sender, at their expense and responsibility, within 30 (thirty) days from the receipt of the goods.

The product shall have to be returned, with all the shipping documents with which it was originally sent, in their original condition and original packaging, to the following address: INSILVIS – via Villanova di Sotto, 1 – 33170 Pordenone – Italia.

c) INSILVIS will refund the price of the product within 30 (thirty) days from the receipt of the customer's notice of his intention of asserting the disclaimer.

It is understood that only the product price, as shown in the order note, will be refunded. All additional shipment or delivery costs shall not be refunded and will therefore have to be paid by customers.

The disclaimer can in any case be asserted only if the product and package are substantially integral.

d) INSILVIS will verify whether the returned products are effectively in original condition being entitled to ask for damages in case of any damage or non correspondence with the products delivered to the customer.

For further information concerning these problems, please contact our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

6.2 The right to withdraw from the contract doesn't apply if consumers bought personalised products.

## 7 LIABILITY FOR DEFECTIVE GOODS

7.1 INSILVIS shall be liable for any defects in items offered on the site, including non conformity of the items to the ordered products, under the terms provided by Italian law and legislative decree 6 September 2005, no. 206 (Italian Consumer Protection Code that applies the correspondent EC Directives and, in particular, the principles and procedures set forth by the European Directive 1999/44/EC).

7.2 The warranty is valid upon the following cumulative conditions:

- a) the defect appears within 24 months after the delivery of the products;
- b) the customer formally claims the defects within a maximum of 2 months from the date she/he recognized the defect.

7.3 In particular, according to section 130 of the Italian Consumer Protection Code, in the case of a lack of conformity, the customer shall be entitled to have the goods brought into conformity free of charge by repair or replacement or to have an appropriate reduction made in the price or the contract rescinded with regard to those goods.

7.4 Any claim concerning this warranty related to the ordered items shall be notified by e-mail to the following e-mail address [insilvis@insilvis.com](mailto:insilvis@insilvis.com), as confirmed by postal mail (return receipt letter) at INSILVIS, via Villanova di Sotto, 1 – 33170 Pordenone – Italy.

7.5 Return shipping costs for defective products or non conformity of the products with the order (wrong item, damaged goods, etc.) will be paid by INSILVIS. All product returns must be authorized by INSILVIS. INSILVIS reserves the right to suggest alternative solutions as the replacement of goods or the contract rescission.

## 8. DISPUTES

8.1 These Terms and Conditions of Sales shall be governed by and construed in accordance with the Italian law, including the legislative decree 6 September 2005 no. 206 (Italian Consumer Protection Code), in particular Title III, Paragraph I, Section II, of the Italian Consumer Protection Code), and Italian legislative decree 9 April 2003 no. 70 (e-commerce law), without prejudice to any contrary overriding mandatory rule of the country of the consumer's habitual residence.

8.2 In the event of a dispute the jurisdiction will be upon the courts of the place where the consumer has his/her domicile or residence according to the applicable law or, at customer's choice in case of action started by the customer, upon the Italian Court of Pordenone.

8.3 INSILVIS reserves the right at any moment to modify or amend the Terms and Conditions and the Privacy Policy. These amendments shall be effective only in relation to purchase orders submitted after the date of modification or amendments.

## 9. CONTACTS

9.1 For any claim, further information or assistance on the site or on the purchase procedure, please write an e-mail or fax to our commercial office: T+39 0434 570780 F. +39 0434 570780, e-mail [insilvis@insilvis.com](mailto:insilvis@insilvis.com).

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INSILVIS