General conditions of Sale

Art. 1 - General provisions

1. The user navigating in this area accesses lauracadelobertrand, accessible through the url: www.lauracadelobertrand.it. The browsing and transmission of a purchase order on the site implies acceptance of the Data Protection Policies and Policies adopted by the site indicated therein.

2. These General Conditions of Sale apply to the sale of products with exclusive reference to purchases made on the site in accordance with the provisions of Part III, Title III, Chapter I, Consumer Code (Legislative Decree 206/05 amended by Legislative Decree No. 21/14 and Legislative Decree 70/03) by

Company Laura Cadelo Bertrand

Location: via Urbana 1F 40123 Bologna Italy

VAT number: 02445420355

Enrolled in the REA, number 544032

3. The user is required, before accessing the products supplied by the site, to read these General Conditions of Sale which are generally understood and unequivocally accepted at the time of purchase.

4. The user is invited to download and print a copy of the purchase form and of these General Conditions of Sale whose terms lauracadelobertrand reserves the right to modify unilaterally and without prior notice.

5. It is possible to use the site and then access products supplied by the site and to purchase these in the following languages:

Italian

French

English

Art. 2 - Object

1. These General Conditions of Sale govern the offer, forwarding and acceptance of purchase orders of products on lauracadelobertrand and do not regulate, however, the provision of services or the sale of products by parties other than seller who are present on the same site through links, banners or other hypertext links.

2. Before sending orders and purchasing products and services from different subjects, we suggest checking their terms of sale.

Art. 3 - Conclusion of the contract

1. In order to conclude the purchase contract, it will be necessary to fill in the form in electronic format and transmit it following the relative instructions.

2. It contains the reference to the General Conditions of Sale, the images of each product and the relative price, the means of payment that can be used, the methods of delivery of the products purchased and the relative costs of shipping and delivery, a reference to the conditions for exercising the right of withdrawal; methods and times for returning the purchased products.

3. Before concluding the contract, you will be asked to confirm the reading of the General Conditions of Sale including the information on the right of withdrawal and the processing of personal data.

4. The contract is concluded when the seller receives the form completed by the user, after verifying the correctness of the data contained therein.

5. The buyer will be obliged to pay the price from the moment the online order submission procedure is completed. This will happen by clicking on the "complete and submit order" button at the end of the wizard.

6. Once the contract is concluded, the seller takes care of the order for his escape.

Art. 4 - Registered users

1. When completing the registration procedures, the user undertakes to follow the instructions on the site and to provide his personal data in a correct and truthful manner.

2. Once registered, the user will receive a confirmation email in the email provided by him. Confirmation must be communicated within 24 hours at the latest. After this period, in the absence of confirmation, lauracadelobertrand will be freed from any commitment to the user.

3. The confirmation will exonerate in any case lauraceloelotrand from any responsibility about the data provided by the user. The user undertakes to promptly inform lauracadelobertrand of any variation of their data at any time communicated.

4. If the user then communicates data that is not accurate or incomplete or even if there is a dispute by the interested parties about the payments made, lauracadelobertrand will have the right not to activate or suspend the service until the related deficiencies have been rectified.

5. On the occasion of the first request for activation of a profile by the user, lauracadelobertrand will attribute the same username and password. The latter recognizes that these identifiers constitute the validation system of user access to the Services and the only system suitable for identifying the user that the acts performed through such access will be attributed to him and will have binding force towards him.

6. The user undertakes to maintain the secrecy of his access data and to keep them with due care and diligence and not to transfer them even temporarily to third parties.

Art. 5 - Availability of products

1. The availability of products refers to the actual availability at the time the buyer places the order. This availability must however be considered purely indicative because, due to the simultaneous presence on the site of multiple users, the products could be sold to other customers before confirming the order.

2. Even after sending the order confirmation e-mail, there may be cases of partial or total unavailability of the goods. In this case, the order will be corrected automatically with the elimination of the unavailable product and the buyer will be immediately informed via e-mail.

3. If the buyer requests the cancellation of the order, by terminating the contract, lauracadelobertrand will reimburse the amount paid within 29 days from the moment in which lauracadelobertrand has become aware of the decision of the buyer to terminate the contract.

Art. 6 - Products offered

1. lauracadelobertrand sells:

jewels, furnishing accessories, sculptures

2. The offer is detailed on our website at the link: https://www.lauracadelobertrand.it/shop

Art. 7 - Methods of payment and prices

1. The price of the products will be the one indicated from time to time on the site, except where there is an obvious error.

2. In the event of an error, lauracadelobertrand will inform the buyer as soon as possible, allowing confirmation of the order at the correct amount or cancellation. However, it will not be necessary for lauracadelobertrand the obligation to provide what was sold at the lower price wrongly indicated.

3. Site prices include VAT and include shipping costs. Prices may change at any time. The changes do not concern orders for which order confirmation has already been sent.

4. Once the desired products have been selected, they will be added to the cart. Simply follow the instructions for the purchase, entering or verifying the information requested in each step of the process. The order details can be changed before payment.

5. Payment can be made by:

credit cards. Paypal, bank transfer

Art. 8 - Delivery

1. lauracadelobertrand carries out shipments throughout Italy, excluding the state of Vatican City and the Republic of San Marino.

2. lauracadelobertrand will make its deliveries either at the address provided by the user, or at the collection points indicated at the time of purchase.

3. Delivery is generally made within 2-4 working days, or, if no delivery date is specified, within the estimated time frame at the time of the selection of the delivery method and, in any case, within the maximum term of thirty days from the date of confirmation.

4. If it is not possible to make the delivery, the order will be sent to the deposit. In this case, a notice will specify where the order is located and how to arrange a new delivery.

5. If you are not able to be present at the place of delivery at the agreed time, we ask you to contact us again to arrange a new delivery date.

6. If the delivery can not take place for reasons not attributable to us after thirty days from the date on which the order is available for delivery, we will assume that we intend to terminate the contract.

7. As a result of the termination, the amounts will be returned, including delivery costs, with the exclusion of any additional costs arising from the choice of a method of delivery different from the ordinary method offered without undue delay and, in any case, within 29 days from date of termination of the contract. The transport resulting from the termination of the contract could have additional costs that will be borne by the buyer.

8. The shipping costs are borne by the buyer and are explicitly highlighted at the time the order is placed.

Art. 9 - Passage of risk

1. The risks related to the products will pass to the buyer from the moment of delivery. The ownership of the products is considered acquired as soon as the full payment of all the amounts due in relation to them has been received, including shipping costs, or at the time of delivery, if this happens at a later time.

Art. 10 - Warranty and commercial compliance

1. The seller is responsible for any defect in the products offered on the site, including the non-compliance of the items with the products ordered, in accordance with the provisions of Italian law.

2. If the buyer has signed the contract as a consumer, that is, any natural person acting on the site for purposes unrelated to any business or professional activity carried out, this warranty is valid on condition that the defect occurs within 24 months from date of delivery of the products; that the buyer presents a formal complaint regarding defects within a maximum of 2 months from the date on which the defect was acknowledged by the latter; that the online return form is completed correctly.

3. In the event of non-compliance, the buyer who has concluded the contract as a consumer will be entitled to obtain the restoration of the conformity of the products without expenses, by repair or replacement, or to obtain an appropriate price reduction or the termination of the contract in relation to the disputed assets and the consequent return of the price.

4. All return costs for defective products will be borne by the seller.

Art. 11 - Withdrawal

1. In accordance with the legal provisions in force, the purchaser has the right to withdraw from the purchase without any penalty and without specifying the reason, within the period of 14 days pursuant to art. 57 of Legislative Decree 206/2005 from the date of receipt of the products.

2. In the case of multiple purchases made by the purchaser with a single order and delivered separately, the 30-day term begins on the date of receipt of the last product.

3. The user wishing to exercise the right of withdrawal of the purchase can send an email, indicating the order number and name of the user, to:

luciano@lauracadelobertrand.it

4. The purchaser must exercise the right of withdrawal also by sending any explicit declaration containing the decision to withdraw from the contract or alternatively transmit the model withdrawal form, as per Annex I, part B, D.Lgs 21/2014 not obligatory.

5. The goods may be returned to any store located in Italy, as indicated on our web page, and sent to:

via Urbana 1F 40123 Bologna - Italy

6. The goods must be returned intact, in the original packaging, complete in all its parts and complete with the attached tax documentation. Without prejudice to the right to verify compliance with the above, the site will reimburse the amount of products subject to withdrawal within a maximum period of 30 days, including any shipping costs.

7. As foreseen by the art. 56 paragraph 3 of Legislative Decree 206/2005, amended by Legislative Decree 21/2014, the site may suspend the reimbursement until receipt of the goods or until the demonstration by the buyer of having returned the goods.

8. The right of withdrawal does not apply if the services and products of lauracadelobertrand are included in the categories of art. 59 of Legislative Decree 206/2005.

9. The site will reimburse using the same payment method chosen by the buyer during the purchase. In the case of payment made by bank transfer, and if the purchaser intends to exercise his right of withdrawal, he will have to provide the bank details: IBAN, SWIFT and BIC needed to make the repayment.

Art. 12 - Data processing

1. The data of the buyer are processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the section containing the information pursuant to art. 13 EU Regulation 2016/679 (Privacy Policy).

Art. 13 - Safeguard clause

1. In the event that one of the clauses of these General Conditions of Sale were null and void for any reason, this will in no case compromise the validity and compliance with the other provisions contained in these General Conditions of Sale.

Art. 14 - Contacts

1. Any request for information can be sent by e-mail to the following address luciano@lauracadelobertrand.it, by telephone at the following telephone number: 00393292353329, and by post at the following address:

via Urbana 1F - 40123 Bologna

Art. 15 - Applicable law and jurisdiction

1. These General Conditions of Sale are governed by Italian law and interpreted on the basis thereof, without prejudice to any other prevailing mandatory rule of the country of habitual residence of the purchaser. Consequently, the interpretation, execution and termination of the General Conditions of Sale are subject exclusively to Italian law.

2. Any disputes inherent and / or consequent to them must be resolved exclusively by the Italian court. In particular, if the buyer is a consumer, any disputes must be resolved by the court of the place of residence or residence of the same according to the applicable law.

These conditions were drafted on 25/02/2019.