



## TERMS AND CONDITIONS OF SALE

### 1) General Notes.

These general terms and conditions of sale are governed by the regulations on electronic commerce (Legislative Decree no. 70/2003 and subsequent amendments and additions) and, where applicable, by those of the Consumer Code (Legislative Decree no. 206/2005 and subsequent amendments and additions). The General Terms and Conditions published on the Website at the time the Customer sends the purchase order shall apply.

The Customer is therefore invited, before sending the order, to carefully read these General Terms and Conditions of Sale as identified above and the information contained herein and to print them or save them on another durable medium to which said Customer has access.

### 2) Definitions.

"*MLTS Europa S.r.l.*": the company MLTS Europa S.r.l., with registered office at Via Tinelli, 55 – 54100 Massa (MS) - Italy, VAT No. 01290610458, email: [info@mltshopping.it](mailto:info@mltshopping.it), tel. 0585.834383 and fax no. 0585.834470, is the company that sells the products within its range via the Internet.

"*Products*": all the products and/or goods manufactured and marketed by MLTS Europa S.r.l. and belonging to its range.

"*Prices*": the selling price of the specified Products.

"*Customer*": purchaser of the Products, who may have the status of consumer (if the purchaser is an individual acting for purposes unrelated to the entrepreneurial, commercial, craft or professional activity carried out, pursuant to Article 3 of the Consumer Code), or retailer (if the purchaser makes the purchase for purposes related to the commercial or professional activity carried out).

"*Website*": the set of web pages relating to the [www.mltshopping.it](http://www.mltshopping.it) addresses.

"*Promotions*": sales made by MLTS Europa S.r.l. for all or part of the Products, or for limited periods of time, with an extraordinary discount on the sale price.

"*Shopping Cart*": the summary of the Products selected by the Customer for purchase.

"*Purchase Order*": the proposal for the purchase of one or more Products submitted by the Customer to the Seller via the website, containing a summary of the Prices thereof and the costs of delivery of the goods.

### 3) Offer to the Public.

The Products with their Prices as displayed on the Website constitute an offer to the public in accordance with the terms and conditions set out in the General Terms and Conditions and on the Website itself.

The Terms and Conditions of this offer apply exclusively to purchases made on the aforementioned Website. The purchase contracts stipulated on the Website and concerning the products are concluded with MLTS Europa S.r.l.

### 4) Prices.

All Prices of the Products shown on the Website include VAT.

Delivery costs, as specified in the following articles of these General Terms and Conditions of Sale, shall be

borne by the Customer and shall be adequately detailed in the Purchase Order.

The Products shall be subject to the Price shown on the Website at the time the Order is placed, without any condition of previous offers or any price variations subsequently occurring.

## **5) Purchase Order.**

Purchase Orders must be placed online, using the order procedure on the Website.

In order to fill in the Purchase Order, the Customer must have previously registered in the appropriate section by filling in the required data, which are necessary for the execution of said order (invoicing and shipment of the ordered goods).

The Customer concludes the order procedure correctly if the Website does not show any error message (ATTENTION: the system cannot detect errors in the data entered by the Customer in the billing and shipping addresses field).

The Purchase Order submitted by the Customer to the Seller via the Website must be completed in full and must contain the elements necessary to identify the Customer and the products ordered and must contain an indication of the place of delivery, under penalty of nullity.

The purchase agreement shall be considered concluded between MLTS Europa S.r.l. and the Customer when the Purchase Order is received by MLTS Europa S.r.l.

In this case, the Seller shall acknowledge receipt of the Purchase Order by sending a confirmation email to the email address provided by the Customer. This confirmation shall summarise the selected Products, the relevant Prices (including delivery charges), the delivery address, the order number, the General Terms and Conditions of Sale provided therein and any special Terms and Conditions applicable to the individual Purchase Order and determined following specific requests by the Customer.

MLTS Europa S.r.l. is in no way liable for incorrect data entered by the Customer and reported in the Purchase Order and, subsequently, in the order confirmation.

The order number, generated by the system and communicated by MLTS Europa S.r.l., must be used by the Customer in any communication with the seller.

There may be occasional unavailability of the Products offered, in which case, if the Products selected by the Customer are not, be it fully or partially, available, MLTS Europa S.r.l. shall inform the Customer of the time required to process the order.

## **6) Payment Methods.**

The payment must be made by the Customer at the time of transmission of the Purchase Order to MLTS Europa S.r.l.

Payment shall be made online by Credit Card and/or PayPal or by advance bank transfer, following the instructions on the Website itself.

Online payment shall be made as specified below: at the same time as the communication of the order confirmation, the total amount to be paid shall be charged to the Customer.

MLTS Europa S.r.l. shall issue an invoice for the Purchase Order, sending it by email to the person to whom the order is addressed. In the event that the holder of the order does not receive the aforementioned invoice by email within 5 (five) days of the order confirmation, he/she can contact MLTS Europa S.r.l. at the following email address [shop@mltshopping.it](mailto:shop@mltshopping.it). The invoice shall be issued on the basis of the information provided by the Customer. In this regard, MLTS Europa S.r.l. reminds Customers to always check, with the utmost care, the accuracy of the information provided.

## **7) Delivery Services.**

MLTS Europa S.r.l. shall carry out the delivery by specialist couriers specifically appointed thereby. MLTS Europa S.r.l. shall confirm the shipment of the goods by sending an email to the email address provided by the Customer.

At the time of Delivery, the presence of the Customer or of a trusted person is required in order to check that

the packaging is intact and clean and that the Products received match what is stated on the Purchase Order. In the event of visible defects, such as incorrect quantity and/or incorrect product and/or non-integrity of the packaging, the Customer or his/her trusted representative must report the aforementioned anomalies on the delivery note and contact MLTS Europa S.r.l.

MLTS Europa S.r.l. shall deliver the purchased Products to the address specified by the Customer as follows:

a) if payment is made by PayPal or Credit Card, delivery is guaranteed within 5 (five) working days of the date the order is placed. When MLTS Europa S.r.l. submits the order confirmation email, an expected delivery date is specified.

b) if payment is made by bank transfer, delivery is guaranteed within 5 (five) working days of the date the money is received. When MLTS Europa S.r.l. submits the order confirmation email, an expected delivery date is specified.

## **8) Delivery Costs**

Delivery costs are borne by the Customer and are adequately highlighted and detailed in the Purchase Order and in the subsequent order confirmation.

For the delivery methods for which payment is required, MLTS Europa S.r.l. applies the following rates:

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### **\* ITALY \***

For weights up to 5 kg, €8

For weights up to 20 kg, €12

For weights up to 50 kg, €18

For weights up to 100 kg, €35

For every 50 kg above, + €15

For islands, 10% surcharge. For amounts over €400, delivery is free of charge.

### **\* OVERSEAS \***

The shipping cost shall be calculated and notified later when the order is placed.

## **9) Assistance for Information and Complaints.**

The Customer may obtain information regarding Support Services, including the after-sales service, as well as the submission of any complaints by contacting MLTS Europa S.r.l. by email at the following address: [shop@mltshopping.it](mailto:shop@mltshopping.it)

## **10) Responsibilities of MLTS Europa S.r.l.**

The seller undertakes no liability for the use the customer intends to make of the purchased goods.

In the event of defective and/or damaged goods attributable to the courier, MLTS Europa S.r.l. shall replace only the packages specified on the deliver note (see Article 7). In the case of retailers, MLTS Europa S.r.l. shall not be held liable for the Customer's loss of earnings.

MLTS Europa S.r.l. denies all liability, after 8 days of the delivery of the Products, for any defects and/or faults not previously reported, including the case of damaged products that have not expired and for which it is not possible to trace the preservation methods.

MLTS Europa S.r.l. undertakes no liability for inefficiencies attributable to force majeure of any nature or kind, should it not be able to execute the purchase agreement within the agreed time. "Force majeure" includes, by way of example and not limited to, measures taken by the Public Authorities, strikes, both general and otherwise, of the seller's employees or of the courier used by the seller, as well as any other

circumstance beyond the seller's control, including delays in delivery not directly attributable to MLTS Europa S.r.l.

### **11) Purchase Order Cancellation - Professional.**

If the Customer who is not a Consumer (Professional) wishes to cancel his/her Order, he/she may do so on the day following payment and, in any event, before the Seller notifies him/her that the goods have been dispatched, without any additional charge.

In this case, MLTS Europa S.r.l. shall refund the Customer the entire amount paid by bank transfer.

### **12) Right of Withdrawal - Consumer.**

If the Customer is a Consumer, as defined in Article 3 of the Consumer Code, said Customer shall be entitled to withdraw from the purchase agreement, as provided for in Articles 52 et seq. of the Consumer Code, for any reason, without explanation and without penalty, no later than 14 days of the day of delivery of the Products.

In order to exercise this right, the Customer shall send a notice to the email address [shop@mltshopping.it](mailto:shop@mltshopping.it), specifying the Products for which he/she intends to exercise the right of withdrawal and also communicating his/her IBAN for the purpose of the reimbursement of the relative amount by the Seller.

Once the aforementioned withdrawal notice has been received, MLTS Europa S.r.l. shall contact the customer and communicate the instructions for returning the goods.

The right of withdrawal is, however, subject to the following terms and conditions:

- the right of withdrawal does not apply to made-to-measure or customised goods;
- the purchased goods must be intact.

In accordance with the law, the shipping costs for returning the goods shall be borne by the customer.

The shipment, until the certificate of receipt has been received by MLTS Europa S.r.l., is under the full liability of the customer.

MLTS Europa S.r.l. is in no way liable for damage or theft/loss of goods returned with uninsured shipments. Once MLTS Europa S.r.l. has taken possession of the Products, it shall examine them for any damage or tampering not resulting from transport. If the packaging and/or the original packaging are damaged, the seller shall withhold a percentage, not exceeding 20% of the refund due, as a contribution towards the costs of restoration.

Notwithstanding any repair costs for ascertained damage to the original packaging, the seller shall refund the customer the full amount already paid within 30 days of return of the goods, by bank transfer.

The right of withdrawal lapses due to the lack of the essential condition of the goods (packaging and/or its contents), in cases in which the seller ascertains:

- the lack of the original outer and/or inner packaging;
- the absence of integral elements of the product;
- damage to the product due to causes other than transport.

In the event of forfeiture of the right of withdrawal, the seller shall return the purchased goods to the sender and charge the latter for the shipping costs.

### **13) Applicable Law.**

The sales agreement between the Customer and MLTS Europa S.r.l. is understood to be concluded in Italy and governed by Italian Law.

#### **14) Referral.**

For any matter not expressly provided for herein, the rules of law applicable to the relationships and cases provided for in the agreement stipulated online by the Customer with MLTS Europa S.r.l. shall apply. Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he/she has carefully read and expressly accepts the following clauses of the General Terms and Conditions of Sale: 10) Responsibility of MLTS Europa S.r.l.; 11) Purchase Order Cancellation - Professional; 12) Right of Withdrawal - Consumer; 13) Applicable Law.