

CONDITIONS OF SALE FOREIGN COUNTRIES

Products purchased on www.ristorazione-refrigerazione.it are sold by the company D.L.Service Div. E-Commerce Srl Unipersonale [single-member company], duly registered on the Benevento business register with Italian VAT code 01680130620, Share Capital €10.000.00 (ten thousand euros).

Operational and registered address in Via Municipio Snc, 82010 San Martino Sannita (Province of Benevento).

GENERAL TERMS AND CONDITIONS OF SALE

These Conditions of Sale have as their object the purchase of products made remotely via the telematic network on the website <https://www.ristorazione-refrigerazione.it>, or via telephone, chat, e-mail and WhatsApp. Purchases from D.L. Service Div. E-Commerce Srl Unipersonale can be made by both final consumers and holders of a VAT number.

The images in the catalog may not be representative of its characteristics: the ordered product may differ in color, size, accessories, etc. than the photo.

Manufacturers have the possibility of restyling the product at any time without prior notice. D.L.Service Div. E-Commerce is not responsible for any errors in the technical data sheets or photographs, attributable to inaccuracies in the manufacturer's catalog. The photos can be indicative, the Customer is required to check the characteristics of the product and possibly to request a photo or technical drawing from the D.L.Service Div. E-Commerce Srl. Otherwise the D.L.Service Div. E-Commerce Srl will not be held responsible and will not make the change.

PURCHASING PROCESS

The contract stipulated between D.L.Service Div. E-Commerce Srl and the end customer must be considered concluded with the acceptance of the order by D.L.Service Div. E-Commerce Srl

The Customer purchases the product, the characteristics of which are illustrated in the online catalog, in the related descriptive data sheets or in communications via e-mail, chat, WhatsApp, even following contacts with the sales department operators, who can send the Customer personalized quotes. The Customer undertakes to pay the price of the products ordered.

The processing of the order and the following shipping process will take place upon receipt of payment.

If there are delays in production by the manufacturer, longer times than those indicated in the estimate or unavailability of the product, D.L. Service Div. E-Commerce Srl will promptly notify the Customer.

In this case, the Customer can choose to change the product, wait for the new availability of the new times or cancel the order requesting a refund of the amount paid.

Any changes to orders already in progress cannot be guaranteed, it will be the D.L. Service Div. E-Commerce Srl to verify the feasibility and to confirm the customer.

For each order placed, D.L. Service Div. E-Commerce Srl will issue the relative invoice; for its issue, the information provided by the Customer at the time of the order will prevail. No change in the invoice will be possible after it has been issued.

The availability of the products may vary in the warehouses of the manufacturing companies, therefore in the event that the customer makes the payment and the product is not available, he will be refunded or an alternative product will be offered.

DELIVERY TIME

Delivery times will be indicated in the order confirmation that the Customer will receive after managing the online order. The Customer can request the order progress status at any time by contacting our operators or sending an e-mail.

IMPORTANT FOR PRIVATE CUSTOMERS: When ordering, it is important for the buyer to communicate whether the purchase he decides to make is intended for private use. In this case the D.L. Service Div. E-Commerce Srl has the right to refuse the sale or to refund if the order has been managed directly.

ORDER CONCLUSION

By sending the online order, the customer transmits to the D.L. Service Div. E-Commerce Srl a proposal to purchase the product and / or products included in the cart.

The contract stipulated between the D.L. Service Div. E-Commerce Srl and the customer is considered completed only with the acceptance of the order by D.L. Service Div. E-commerce Srl.

In the case of non-acceptance, D.L. Service Div. E-Commerce Srl will promptly notify the Customer by sending an e-mail or by telephone.

The Customer who makes an online purchase, by telephone, WhatsApp or e-mail, is required to print or save in electronic form a copy of these General Conditions of Sale (in compliance with the provisions of art.50 and 55 of Legislative Decree 206 / 05).

Shipping and Delivery

The goods purchased from D.L. Service Div. E-commerce Srl are delivered by national or international courier to the address specified by the Customer when ordering online, by telephone or by e-mail.

Transport costs are calculated based on the geographical area and the weight / volume of the product.

The cost of transport outside the Italian area is calculated based on the weight / volume of the goods and the place of destination. All import charges required by the country of destination are charged to the customer.

The purchased goods will be delivered by our couriers to the address provided by the customer during the order, and will be accompanied by DDT (Transport Document), while the invoice will be sent electronically. The customer will be notified by telephone by the courier to arrange delivery. It is not possible to postpone the delivery beyond 48 hours from the notice. It is important that the customer provides a telephone number where he is always available.

In case of absence of the Customer on the day and place agreed with the carrier (and in any case in the event of the Customer being unable to be found once they have been shipped) the goods will be deposited in the local warehouse of the courier and the storage status will be opened. In this case, the expenses that the D.L.Service Div. E-commerce Srl will incur for this service will be charged to the Customer who will have to pay before delivery.

Couriers deliver at street level and porter service is excluded. When ordering, the customer is required to communicate if the delivery must be made in a disadvantaged area.

Disadvantaged areas are all those places that are difficult to reach due to distance or conformation of the territory (e.g. islands, ZTL, historical centres, alleys, etc.). To deliver to these destinations, couriers require longer delivery times and payment of an extra commission. If during the delivery phase the customer requests delivery to another address or communicates that the delivery is to be made in a disadvantaged area, the storage will be opened and the costs of opening practice and redelivery of the goods will be invoiced to the customer.

Couriers make deliveries from Monday to Friday, excluding holidays. If there are delays due to the courier, this delay is not attributable to the D.L.Service Div. E-Commerce Srl.

The goods leave intact from the manufacturer's warehouse and are packed with resistant material to ensure the safety of the product during transport.

Upon delivery, the customer has the burden of responsibility for checking the package, and is required to check that the package has not been damaged and that it is intact (not wet, punctured, folded, without a platform or other). If the package has been tampered with, broken or otherwise, the customer is required to report it to the courier who made the delivery and to accept the goods with "INSPECTION RESERVE FOR....." describing in detail the damage found on the appropriate accompanying document that the customer will have to sign.

If the package is to be delivered inclined or in a non-vertical position, the following wording must absolutely be indicated on the DDT and on the waybill: "PACKAGE WITH UNLOADING IN ANOMALOUS POSITION"

Any damage must be reported in the presence of the courier and indicated on the documents accompanying the goods and countersigned by both.

If the courier has a PDA, the customer must take a photograph of the PDA screen with the clearly legible signature and the specific reserve affixed.

The customer is required to send us the "damage certificate" documentation including the signed DDT and photos of the damage suffered, no later than 8 days after unloading, as required by law.

It is important to keep the packaging until complete verification of the integrity of the package.

In case of replacement, the packaging will be reused by the customer to avoid transport damage when returned to our warehouses.

The customer must ensure that the product is packed exactly as it was received to avoid further damage during transport. Furthermore, the customer will be notified of the collection and will have to arrange for the package to be placed outside the premises to facilitate the courier in picking up the product. Before collection, the customer is required to send photos of the packaged product to ascertain whether it is suitable for collection. Without packaging it will not be possible to proceed with the collection.

If the customer refuses delivery and upon returning to our warehouse, the integrity of the machine is ascertained and only the presence of the altered or degraded packaging is ascertained, the customer will be invoiced for the costs of delivery and return of the goods. Excluded from these conditions are pickups made directly by the customer or by the carrier appointed by the customer.

WARNING. If the customer will sign for any reason the document certifying that the package arrived intact or by affixing a generic reserve, the customer will not be able to claim any damage due to transportation to D.L.Service Div. E-Commerce.

Method of payment

The prices shown in the technical data sheets, in the estimates and the transport costs are always intended VAT excluded. The Customer can make the payment due by choosing one of the following payment methods:

- **CREDIT CARD:** In case of payment by credit card, for each order the debit on the customer's current account will take place automatically at the conclusion of the online transaction. D.L. Service Div. E-commerce Srl reserves the right to request additional information from the Customer, such as identification documents and / or proving ownership of the credit card used. In the absence of the required documentation D.L. Service Div. E-Commerce Srl reserves the right not to accept the order.
- **PAYPAL:** Paypal payment is the safest system for transactions and takes place simultaneously with the conclusion of the order
- **ADVANCE BANK TRANSFER:** Payment by bank transfer provides for the acceptance and validity of the order only after the actual crediting to the current account. The transfer must be arranged by the Customer within 7 calendar days from the date of acceptance of the order. The purpose of the transfer must include the order number indicated in the order confirmation email, on the online order page at the end of the purchase procedure, where the bank details of the Legislative Decree will also be indicated Service Div. E-Commerce Srl The accountant must be sent by e-mail to info@ristorazione-refrigerazione.it or via WhatsApp at no. 389 7940545
- **30% BANK TRANSFER IN ADVANCE: - 70% BANK TRANSFER TO READY GOODS:** The payment of 30% must be made by bank transfer in advance, when the goods are ready the customer will be contacted to be notified that the goods are ready for shipment. In this case, before leaving the warehouse, the Customer must issue the 70% balance transfer.

Right to cancel

The right of withdrawal applies only to consumers: Art. art. 1469 bis of the Civil Code establishes that "the consumer is the natural person who acts for purposes unrelated to any business or professional activity carried out" (Article 1469 bis).

Consequently, if the purchase is made as a company or professional with a VAT number, it is not possible to assert the right of withdrawal for purchases made in this capacity.

The right of withdrawal is exercised by sending, within 14 (fourteen) calendar days from receipt of the goods, a written communication by registered letter with return receipt, addressed to D.L.Service Div.E-Commerce Srl - Via Municipio snc - 82010 S. Martino Sannita (Benevento).

The communication can also be sent, within the same term, by email to: info@ristorazione-refrigerazione.it, provided that it is confirmed by registered letter with return receipt, within the following 48 hours.

This communication must contain the codes of the products to be returned as well as indications of the bank details (IBAN code) relating to your current account in order to allow credit by bank transfer. Within 10 (ten) working days from exercising the right of withdrawal, the customer is required to ship the products.

These products must not have been used and be absolutely in the same condition as they were at the time of delivery. The products for which the right of withdrawal is exercised must be returned intact in their original packaging, complete with accessories and manuals, without any lack.

The shipping for the return is charged to the customer and is under his responsibility until the arrival in our warehouse. Upon arrival, the goods will be examined to assess any damage or tampering.

After product verification, within 10 days, D.L.Service Div. E-Commerce Srl, will proceed with the reimbursement, withhold any additional expenses such as cash on delivery or insurance costs.

In case of damage to the goods during the return transport, D.L. Service Div. E-Commerce Srl will notify the Customer of what happened, to allow him to file a complaint against the courier he has chosen. In this case, the product will be made available to the customer for the return to his office and the request for withdrawal will be canceled, and consequently the refund

The right of withdrawal is totally lost in the event that it is ascertained by the D.L. Service Div.-E-commerce:

- Improper use of the asset that has compromised its integrity
- The lack of supplementary elements of the product, such as accessories, screws, manual, etc.
- The lack of the original packaging and / or internal protections.

If we do not comply with the return methods, conditions and terms for exercising the right of withdrawal, the Customer will have to collect the goods at his own expense.

We specify that the right of withdrawal is not accepted on spare parts and accessories purchased separately from the machinery and on products such as chairs, stools, tables and sofas.

The right of withdrawal cannot be applied to machinery that must be built.

The customer, whether he has a VAT number or a private individual, is required to carefully read the description in the quote or in the order confirmation.

CONFORMITY OF THE PRODUCT

D.L.Service Div. E-commerce undertakes to deliver products that comply with the contractual agreements and are free from defects that could jeopardize their functionality.

It should be noted that the photos on the site can be indicative. It is advisable to always read the characteristics of the products carefully.

SPARE PARTS REPLACEMENT

Spare parts are produced upon customer order and therefore cannot be replaced.

WARRANTY

In the case of purchases made by a "private customer", the guarantee is valid for 24 months and covers any lack of conformity of the product, in all other cases the guarantee has a duration of 12 months from the date of delivery, transport is always charged to the customer even during the warranty period.

Damaged parts, replaced under warranty, must be returned to our office at the expense of the customer for the appropriate checks by our technicians.

After the duration of the guarantee, no claim can be made against the D.L.Service Div. E-Commerce. The company is not responsible for any anomalies of electrical and / or electronic parts, for defects and malfunctions of components subject to wear (e.g. loss of refrigerant gas, drilling of the refrigerant circuit, gaskets, fuses, brushes, plastic tanks, etc.) caused by improper use or treatment of the product.

The seller does not recognize any compensation on anomalies caused by:

- failure to comply with the instructions set out in the user manual;
- repairs, conversions, or any modifications made without the seller's consent;
- for defects resulting from negligence and / or improper use of the product by the buyer or by having made modifications or repairs without the seller's consent.

The guarantee does not in any case include direct or indirect damage to persons or things, nor will it give the right to terminate the contract.

The Customer, under penalty of forfeiture, must report the defect of the product specifying its nature in detail and in writing, within 5 days of receipt of the product to: info@ristorazione-refrigerazione.it. In the case of replacement under warranty, D.L.Service Div. E-commerce will collect the defective material to verify the actual malfunction claimed by the Customer.

The product must be returned by the customer in the original packaging properly sealed and complete in all its parts. D.L. Service will arrange the return and return of the product but the transport will remain the responsibility of the customer.

The Customer is required to keep the original packaging and all product documentation until the warranty terms expire.

TRefund method

The refund in case of payment by card or Paypal is made on the same credit card or on the same Paypal account with which the purchase was made, the refund by bank transfer will instead be managed on the coordinates provided by the customer. Refunds are handled within 2 business days Refund times vary depending on the payment method: - For refunds by bank transfer or Paypal, the re-credit takes place in about 2/3 working days. - For refunds via Stripe (circuit for payment by card) the re-credit takes place in about 10/12 working days. Refund crediting times vary according to the bank or payment circuit, therefore any delays in the procedure cannot be attributed to us. We also want to specify that payments by card or Paypal cannot be refunded by bank transfer.

JURISDICTION:

This contract is regulated by the Italian law. The exclusive jurisdiction and forum for any legal action brought by the Customer will be the Court of Benevento.

The Customer is required to keep a copy of these "General Conditions of Sale and Purchase" in paper or electronic form valid at the time of signing the distance contract.

Contract updated on 17 January 2024