

## **TERMS AND CONDITIONS**

### **GENERAL TERMS AND CONDITIONS OF SALE ON WWW.GIUSTI.COM**

Agreements concluded on the website giusti.com are classed as remote selling agreements, entered into between Gran Deposito Aceto Balsamico Giuseppe Giusti S.r.l. (hereinafter also referred to as Company) with registered office in Strada Quattro ville 155, 41123, Modena, Italy, VAT and personal tax code IT01509010367, certified email address info@pec.giusti.it, and the Customer, and have as their object the purchase and sale of products selected digitally on the Giusti website. The sale is governed by these Terms and Conditions which must be considered a material and substantial part of the sales agreement. Before submitting an order, customers are therefore asked to read these terms and conditions carefully.

The Company reserves the right to update these terms and conditions at any time, amongst other things to align with changes to legislation; said modifications shall take effect from the date of publication on [www.giusti.com](http://www.giusti.com).

A digital order completed by the customer on the relevant part of the website is considered acceptance of the terms and conditions in force at the time of the order and also as an expression of consent to the purchase and completion of the sales agreement.

#### **A. HANDLING OF PURCHASE ORDERS/**

Purchase orders are managed in the following sequence:

1) Customer must choose the desired Product and verify the data sheet which describes the relevant product information, including the description, technical information, ingredients.

2) After having chosen the desired Product, Customer must review the purchase selection in the relevant section of the website. Customer is informed during the purchasing process and before order submission, about any costs (including delivery costs), fees, taxes that will be charged, methods of payment.

3) Thereafter, Customer may place the order by submitting it. Customer order accepted by the Company is sent by an e-mail containing the main information and number of items ordered, price, method of payment, shipping method and cost, shipping address, billing information. The Customer shall download and print these General Terms and Conditions of sale from: <https://giusti.com/policies/terms-of-service>

Orders are accepted and processed only after payment has been received. The selling agreement is concluded when the Customer receives the above-mentioned e-mail of acceptance sent by the Company.

If the number of items ordered is in excess of the number available, the Customer will be informed right away by e-mail and offered the choice of a replacement, or to change or cancel the order at no extra charge and any excess amounts owing to the customer will be refunded. The Customer must verify the accuracy of the payment and address information before submitting the order. Therefore, the Client absolves the Company of all responsibility in the event of any errors made in compiling the order, including details of the delivery address and/or the issue of incorrect tax documents, and accepts that the Customer is solely responsible for correctly inputting information to the order form.

Persons under 18 years of age are not authorized to submit orders using the online order form.

## **B. SALE PRICES AND INVOICING**

Product prices are shown in € (Euro) and are inclusive of VAT, any other taxes, price of containers and packaging. Shipping costs are not included.

Any promotions relating to the sale price and/or shipping costs only apply for the time they appear on the website.

All payments must be made in € (Euro) and all amounts will also be shown on the invoice in € (Euro).

The invoice will be sent to the customer's email address as specified in the order.

VAT numbers can be added.

## **C. SPECIAL OFFERS, DISCOUNT COUPONS AND FREE SHIPPING**

Terms and conditions relating to special offers, promotions and discounts will be indicated from time to time on the giusti.it website through ad hoc communications.

## **D. PAYMENT METHODS**

Payment can be made by Credit Card.

The following credit cards are accepted: Visa, Mastercard, Maestro, VPay, AMEX, UnionPay.

Goods will only be shipped after we receive confirmation from our bank that payment has been received.

## **E. SHIPPING**

Goods will be shipped on the first working day after the order is received, or on the first day after a payment is received in the event of payment by bank transfer. The items ordered will be delivered to the shipping address indicated by the Customer on the order.

Depending on the destination, delivery times can vary from 2 to 14 days, barring any unforeseen delays. For information on shipments of large quantities (over 100 Kg) or to countries not included in the list of countries we ship to, please contact the company at [ecommerce@giusti.com](mailto:ecommerce@giusti.com) to receive a personalized quote.

In order to ensure timely delivery we recommend you give an address where someone will be available to receive the package from the courier, as well as a telephone number to be easily contacted.

Customers accept that they are obliged to take the product under the terms of the purchase agreement. If delivery is not made because there was no one at the specified address to receive the parcel, the courier will leave a card (failed delivery note) to prove an attempt was made to nevertheless. Users should contact the telephone number on the card to request redelivery.

A shipping address that is different from the billing address can be provided, and gift wrapping can be requested.

The Company reserves the right to use other couriers and/or different delivery methods. Any changes will be specified during the purchase process.

## **SHIPPING COSTS**

Shipping costs vary according to the destination country and number of items purchased. The cost of delivery is calculated automatically and the exact amount displayed in your virtual shopping basket before placing your order.

## ITALY

Deliveries within Italy start from €9,90. In Italy only, orders over €99 qualify for free shipping.

## FOREIGN COUNTRIES

Shipping to foreign countries depends on the destination and weight of the parcel, and costs start from €19,90. The cost of delivery is calculated automatically and the exact amount displayed for your information in your virtual shopping basket.

For delivery to countries not included in the list, customers should contact the company at [ecommerce@giusti.com](mailto:ecommerce@giusti.com) to know the feasibility, cost, timescale and shipping methods for delivery to their requested country.

All items must be checked on receipt of the delivery and any damage reported to the courier.

## **F. RETURNS AND RIGHT OF WITHDRAWAL (pursuant to Legislative Decree 06/09/2005 n. 206)**

If the Customer is not satisfied with the products purchased, may exercise the right of withdrawal, by sending notice by registered letter with a return receipt to the Company with head office in Street Quattro Ville 155, 41123, Modena, Italy, within 14 days of receipt of products purchased.

For this purpose, the Customer may use the withdrawal form attached to this document.

However, the Customer is free to express his intention to withdraw from the contract by any other unequivocal declaration. We invite the customer to anticipate this communication to the email address [ecommerce@giusti.com](mailto:ecommerce@giusti.com) indicating the details of the purchase order. The purchased products must be returned to our office within 14 days of receipt of the same and subject to verification of the goods, the Company will refund the amount paid as soon as possible, but not later than 30 days from receipt of the notice of withdrawal. The returned products must be received at the headquarters of the Company intact, in their original packaging complete in all its parts, as received by the customer. The return of products purchased are at the expense of the customer in accordance with art. 57, paragraph 1 of Legislative Decree no.206 of 06/09/2005.

## EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

The right of withdrawal does not apply in case of:

- supply of sealed goods that are not suitable to be returned for hygienic reasons or reasons related to health protection and that have been opened after delivery or in case of supply of products that are, after delivery, inseparably mixed with other goods;
- supply of goods to natural or legal persons or intermediaries who purchase products in the course of their business or professional activity.

## **G. LEGAL GUARANTEE OF CONFORMITY**

The legal guarantees provided for by article 128 et seq. of Legislative Decree 206/2005 apply to the sale of the Products, which the Customer is invited to consult in full. The Legal Warranty is reserved for Consumers. Therefore, it applies only to Customers who have made a purchase on the website for purposes unrelated to any business or professional activity. The seller is liable to the consumer for a lack of conformity existing at the time of delivery of the goods. The warranty covering a lack of conformity has a duration of 2 (two) years from the moment of delivery of the

goods. The Customer who wants to take advantage of the legal remedy must formally report the defect, within the terms indicated, to the address [ecommerce@giusti.com](mailto:ecommerce@giusti.com).

## **H. PRIVACY**

The Customer's data are processed by the Company in accordance with the provisions of the national and european legislation on the protection of personal data, as specified in the appropriate section of the website containing the information pursuant to art. 13 of EU Regulation 2016/679 (Privacy Policy).

## **I. INTELLECTUAL PROPERTY**

Any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to the website [giusti.com](http://giusti.com) and the Products are exclusive property of the Company or its licensors and are subject to the protection granted by Italian law or international treaties relating to intellectual property.

## **L. APPLICABLE LAW AND JURISDICTION**

These Sales Terms and Conditions and associated sales agreements entered into through the website [giusti.com](http://giusti.com) are governed by Italian law in accordance with EU directives (including Legislative Decree No. 206 of 6/09/2005 Consumer Rights Act - Legislative Decree No. 70 of 9/04/2003 - as amended). If the Customers have the status of Consumer, it is without prejudice to the application to Consumers who do not have their habitual residence in Italy of any more favourable and mandatory provisions provided for by the law of the country in which they have their habitual residence.

The customer absolves the Company of any liability for malfunctions, interruptions to service and deterioration of performance, whether caused by force majeure or unforeseeable circumstances, when they are not the direct result of the company's gross negligence or intent.

The Court of Modena will have jurisdiction for any disputes regarding interpretation of these sales terms and conditions and over resulting commercial relations between the Company and the Customer. If the Customer has the status of Consumer, any disputes shall be resolved by the court of the place of domicile of the Consumer.

## **M. CUSTOMER SERVICE**

You can send enquiries, messages, request support or submit a complaint by email to [ecommerce@giusti.com](mailto:ecommerce@giusti.com)

## RETURNS FORM

in accordance with Art. 49, paragraph 1, letter h) of Legislative Decree no. 206/2005

(fill out and return this form if you wish to withdraw from the contract)

### RECIPIENT'S DETAILS

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

With this, I, the undersigned: \_\_\_\_\_

resident in \_\_\_\_\_, at \_\_\_\_\_

notify the withdrawal from the sales contract of the following

- product/products
- service/services

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ordered on \_\_\_\_\_ and received on \_\_\_\_\_

Date \_\_\_\_\_

Signature (only if this form is submitted in hard copy) \_\_\_\_\_