

## General conditions of sale

The following text illustrates the procedure and conditions of sale to the clients, the products distributed on the home page [www.sunflower-kaltern.com](http://www.sunflower-kaltern.com) by the company Sunflower Sas di Eccli Manuela & CO, with premises in 39052 Caldaro sulla Strada del Vino (BZ), Via dell'Oro 2, VAT number IT02582110215, PEC [sunflowerohg@pec.it](mailto:sunflowerohg@pec.it). The General Conditions of Sale form an integral part of every sales offer, of every order and of every order confirmation with regards to the products. For an order, the conditions of sales valid are those in use on the date of the actual order. Any modification, granted with regards to the methods or conditions of payment which differ from the General Contract Conditions will become valid only after the written confirmation of the change on behalf of the company Sunflower Sas.

The General Contract Conditions are valid for all private clients ("private clients" are intended as citizens who purchase products not as a business or professional activity). The purchase contracts with private clients are regulated by articles 50 - 63 of the D.lgs n. 206/2005.

For all private clients the following information is required:

- for residents in Italy, their name, surname and tax code should be indicated;
- **for those residing in other UE countries or outside the UE, name, surname, and the country and date of birth must be indicated.**

The company Sunflower Sas has the right, at any time and without prior warning, to modify the contents of the General Conditions including those in the present document. The modifications will come into use with the publication on the website.

By the term "Contract of online purchase" it is intended the conclusion of an online purchase between the purchaser, being the client, and the company Sunflower Sas, being the vendor, relating to the goods offered on the home page [www.sunflower-kaltern.com](http://www.sunflower-kaltern.com)

Prior to concluding a purchase, the client is invited to carefully read the following General Conditions of Sale.

### 1) STIPULATION OF THE PURCHASE AGREEMENT

The purchase order transmitted by the client represents a contractual offer and implies that the client is aware of the content of these general sales conditions and accepts them. On receipt of the clients order, the company Sunflower Sas, will send confirmation by means of an automatic response to the clients email address. This reply alone confirms the correct receipt of the order. The electronic confirmation of receipt of the order contains an "order number" which should be indicated in all correspondence with the company Sunflower Sas.

Every purchase agreement between a client and the company Sunflower Sas is deemed stipulated when the client receives the order confirmation by the seller. The latter reserves the right to accept or refuse orders at their discretion. With the refusal of an order, no claims or rights of any kind arise on the client's part, including the right to reimbursement. The order is deemed accepted with the transmission of the confirmation of receipt by the company Sunflower Sas of an order, the client will be informed by email. With the transmission of the order, the client declares to have paid attention to all information transmitted during the order procedure, to accept the General Conditions, as well as the conditions of payment listed below and to be of legal age (eighteen).

Any eventual communications or claims should be addressed in written form to the customer care department of Sunflower Sas [info@sunflower-kaltern.it](mailto:info@sunflower-kaltern.it) or alternatively to head office at Via dell'Oro 2, 39052 Caldaro BZ.

## 2) PRICES, TRANSPORT COSTS and METHODS OF PAYMENT

All sale prices of the products are intended including VAT and are available on the website. In the case of overseas delivery, customs fees and taxes may be applicable as according to the current law at such time. In these circumstances, the client must pay the customs fees and taxes (in addition to VAT) applicable in the respective country of import. The client is invited to obtain information from competent authorities in the respective country concerning the current regulations in that country.

Transport costs are not included in the sales price and are clearly indicated before the client completes the order.

### **Delivery costs:**

For purchases up to €80,00 delivery costs amount to €15.00

For purchases over €80,01 but less than €120,00 delivery costs amount to €12,00

For purchases over €120,01 delivery is free of charge.

For payment via credit card we use a secure transaction service known as security: at the moment of order confirmation, the credit card details are transmitted, through data encrypted transfer using security to the cards operator, for authorisation and debit. This is a secure procedure and without risk, which protects the client from any type of abuse. It is thanks to this procedure that the company Sunflower Sas to make visible the clients credit card details. The company Sunflower Sas reserves the right to request further information and/or documents which prove the identity of the cards owner. Should the client not comply with the request to present such information, the company Sunflower Sas reserves the right to refuse the order.

We accept all standard credit cards, as well as prepaid PayPal cards. Your details will be transmitted to the company Sunflower Sas, but managed directly by PayPal. In case of cancellation of the order (either on your part or by the company Sunflower Sas) the purchase price will be credited to your PayPal account. The company Sunflower Sas will not respond to delays or damages relating to the credit.

In case of payment by bank transfer to the account of the company Sunflower Sas IBAN IT63X 08255 58250 000302011255, RZSBIT21248, the order will be sent only once the purchase price has been credited to the company's account.

**We guarantee 100% safety for your purchases on the website [www.sunflower-kaltern.com](http://www.sunflower-kaltern.com).** Independent of which method of payment you choose from those offered, your details will always be managed by a safe and protected server.

Should delays incur in the delivery of the order, the company Sunflower Sas will notify the client by email. Up to time of shipping, the client has the right to cancel the order by communicating their intention by email to the address [info@sunflower-kaltern.com](mailto:info@sunflower-kaltern.com) clearly indicating the order number.

The prices indicated on the website may be modified at any time and without prior warning. Therefore, with the exception of orders about to be confirmed or those already confirmed, the Conditions of Sale applied are those that are valid at the time of order transmission by the client. Should the price indicated differ excessively from the normal sales price, the contract may be cancelled by the client, or even by the vendor, without any pretext of compensation.

### 3) PRODUCT AVAILABILITY

We sell exclusively new goods with original brand names and we are obviously authorised resellers for every brand name offered.

The products presented on the website [www.sunflower-kaltern.it](http://www.sunflower-kaltern.it) are available; however they are not updated in real time. In case of numerous accesses to the web pages, the actual availability of the single products may differ during the course of the day from those indicated on the website. Based on these variations, the company Sunflower Sas guarantees the availability of the products only after written confirmation of acceptance to the client by email. The company accepts no responsibility for eventual delays in delivery or for products not available.

The product images on the website are usually photographs of the products which act with the sole scope of presenting them for sale, without the company Sunflower Sas guaranteeing that the image depicted on the website corresponds exactly to the actual product (in particular with regards to the actual dimensions and/or shades of colour).

#### 4) WITHDRAWAL RIGHT

Private clients (or citizens who purchase goods for non professional reasons) can exercise the right of withdrawal (and withdraw from the agreement for any reason). To exercise the right to withdraw, the client must send communication to the company Sunflower Sas within 14 (fourteen) days from the date he receives the products and return within this time frame the products in their original packaging.

The right of withdrawal is subject to the following conditions:

1. the product purchased should be returned as new and unused in its original packaging, as well as being complete in all its parts (including the packaging as well as eventual documentation and additional accessories);
2. to avoid the possibility of damage to the original product packaging, we suggest, if possible, to pack it in a second box (it is forbidden to apply labels or adhesive tape to the original packaging);
3. the return delivery to our warehouse is entirely at the client's responsibility;
4. the transport costs for the return delivery are at the client's expense.

The company Sunflower Sas will not respond for damages or theft/loss of the returned product. At no time will payment on delivery be accepted for good returned.

The right to withdraw ceases when the company Sunflower Sas decides that:

1. the product has been used even if in part;
2. the original product or external packaging is missing;
3. part of the product is missing;
4. the product arrives damaged.

Should the right to withdraw cease, the products will be resent to the client at their expense and the price of the product will not be reimbursed.

Should the right to withdraw be exercised and the products are returned correctly in their original packaging, the company Sunflower Sas must be debited by credit card or by bank transfer. In this last case the client is requested to promptly communicate their bank details.

## 5) TREATMENT OF PERSONAL DATA

The company Sunflower Sas confirms to the client that the orders received in digital form are kept and memorised in a private and secure mode on the server and in paper form on the company premises.

To find out more about the protection of your personal data by the company Sunflower Sas, you are invited to read the relevant section on our website. Inform yourself on our measures of protection of your data. The company Sunflower Sas guarantees the protection of all client details and the use of data in accordance with D.Lgs n. 196/2003. After having read our information regarding the use of personal data, the client declares their consent to the use of their personal data.

## 6) COPYRIGHT

The content of our website, therefore also the photos, descriptions, company logos, design and simile, is the property of the company Sunflower Sas. Any reproduction, even in part, is forbidden and may only be used with the expressed authorisation of the company.

## 7) COMPETENT COURT

Each sales agreement between the client and the company Sunflower Sas is intended concluded in Italy and therefore are regulated according to Italian law. Any controversy will be exclusively devolved to the court of Bolzano.

In accordance with art. 1341 and 1342 of the Civil Code, the client declares to have read and understood the following articles in the General Conditions of Sales and confirms them with the following: 1 (stipulation of the purchase agreement), 2 (prices, transport costs and methods of payment), 3 (product availability), 4 (withdrawal right), 6 (copyright) and 7 (competent court).