

CHARACTERISTICS OF THE OBJECTS FOR SALE

Only handmade objects with artisan and non-industrial processes are on sale, therefore there may be some difference from the original photo.

Waiting times vary from 2 to 3 weeks depending on the availability of the purchased item and the time it takes to make it. All requests regarding sizes, customization must be received in advance of the purchase to verify their feasibility.

The photos of the products may differ from the real shade of the metals, the color of the stones, and other details, due to the monitor used.

The conclusion of the purchase process implies the reading and acceptance of the characteristics shown in each product sheet, as well as the methods and times of delivery.

1. GENERAL INFORMATION

The end user who accepts these terms and conditions (hereinafter also the "Purchaser") expressly declares to make the purchase for purposes unrelated to the commercial or professional activity exercised. Once the online purchase procedure is concluded, the buyer will be required to print or save an electronic copy of these conditions of sale, in compliance with the provisions of articles 3 and 4 of Legislative Decree 185/1999 on distance selling.

Each purchase transaction will be governed by this contract (hereinafter also the "Contract"), in compliance with the provisions of Legislative Decree 185/99, Legislative Decree 206/05 and Legislative Decree 21/2014. .

The information directed to the conclusion of the contract will be subject to art. 12 of Legislative Decree 70/03 and, as regards the protection of confidentiality, any information relating to the contract and to the parties will be subject to the legislation referred to in Legislative Decree 196/03.

2. IDENTIFICATION OF THE SUPPLIER

The goods covered by these general conditions are offered for sale on the portal www.eleonoraghilardi.com, with registered office in Via Massimo D'Azeglio 14, 26900 Lodi (LO), VAT number 07918660965, e-mail info@eleonoraghilardi.com

3. DEFINITIONS

The expression "online sales contract" means the contract, entered into between the Supplier and the Buyer, having as its object the purchase and sale of tangible movable goods in the availability of the Supplier as part of a distance selling system through telematic tools, organized by the Supplier itself.

The term "Purchaser" means the consumer, the natural person who makes the purchase, referred to in the Contract, for purposes not related to any commercial or professional activity that may be carried out.

The expression "Supplier" means the person indicated in the epigraph or the person providing the information services (for example regarding the processing of personal data).

4. OBJECT OF THE CONTRACT

With this contract, respectively, the Supplier sells and the Purchaser remotely purchases the tangible movable goods indicated and offered for sale on the website www.eleonoraghilardi.com using telematic tools.

The goods and services for sale are those described on the portal www.eleonoraghilardi.com. The data indicated therein may be subject to periodic changes and / or updates, also for the purpose of further improving the service.

5. METHOD OF STIPULATION OF THE CONTRACT

The contract between the Supplier and the Buyer is concluded exclusively through the Internet by accessing the Buyer at the web address www.eleonoraghilardi.com, following which the Buyer,

following the procedures indicated, will formalize the proposal for the purchase of the goods referred to in clause 4.

The buyer will purchase the products in the electronic catalog on the www.eleonoraghilardi.com site as described in the relevant information sheets. It is generally understood that Eleonora Ghilardi, in any case, is not able to guarantee the exact correspondence to reality in relation to the images and colors as they appear on the monitor.

6. CONCLUSION AND EFFECTIVENESS OF THE CONTRACT

Before the Purchaser consents to purchase, a web screen will be opened containing a summary sheet which will illustrate the price of the purchased good, the shipping costs and any additional ancillary charges, the methods and terms of payment and the address where the goods will be delivered.

When the Supplier receives the order from the Buyer, he sends an e-mail of confirmation to the address indicated by the Buyer, containing all the data present in the summary sheet referred to in clause 6.

In case of non-acceptance of the order, timely communication will be given to the buyer.

7. DELIVERY TIMES AND METHODS

The Supplier will deliver the selected and ordered goods through the use of a courier. Shipping times and costs vary according to the destination and the weight / size of the goods.

SHIPMENTS IN ITALY

If there are no promotions in progress, the shipping costs for Italy are as follows:

€ 8.00 for all regions except Sicily and Sardinia, (€ 18.00)

Italian islands, Venice and related lagoon area € 18.00

For shipments to free zones, parts (eg Livigno, Campione ...), Europe and the rest of the world, kindly send an email to info@eleonoraghilardi.com.

The carrier is not required to request payments.

Deliveries are made INDICATIVELY (if the jewel is immediately available, otherwise the 2-3 weeks of work specified in the descriptions are necessary) in 2/3 working days from taking charge of the transporter for the North-Central Italy regions. 4/5 working days for southern Italy and the islands.

It is understood that the aforementioned delivery times must be considered as indicative and that they cannot be considered binding. The seller, not being able to directly control the deliveries of the products after their shipment, cannot be held responsible in any way for their failure to comply therefore a delay in delivery times compared to the same, provided that less than 40 days from the confirmation of the happened payment, does not legitimize the customer to:

refuse the delivery itself.

to the request for compensation or indemnity.

When the package is entrusted to the shipper, a shipping number will be provided to the customer which will allow him to track the shipment itself.

Eleonora Ghilardi is not responsible for any delays and / or losses due to the carrier.

Each shipment contains:

the product (s) ordered;

accompanying invoice;

any information and marketing material.

SHIPMENTS TO EUROPE and SHIPMENTS TO EXTRA EU COUNTRIES

At the present time the online shop EG Eleonora Ghilardi is basically designed for sales made in Italy, but if a buyer from another country is interested, please send email directly to info@eleonoraghilardi.com specifying all your data and the jewel to which he's interested. We will be able to quickly provide a shipping cost estimate.

ATTENTION: any additional costs due to the different laws of the countries of destination are entirely the responsibility of the customer.

Eleonora Ghilardi is unable to know the costs in advance. We therefore recommend contacting the reference customs office for more information.

Eleonora Ghilardi is not responsible for any delays and / or losses due to the carrier.

Upon delivery of the goods by the courier, the buyer is required to check:

that the number of packages delivered corresponds to that indicated in the email containing the transport document sent by the Supplier
that the packaging is intact, not damaged, wet or otherwise altered, even in the closing materials of the packaging (e.g. adhesive tape). Any damage to the packaging and / or the product or the mismatch of the packages must be immediately contested, by affixing "written control reserve", specifying the reason for the reserve (e.g. crushed packaging), on the courier's proof of delivery. After placing the signature on the courier document, the buyer will not be able to make any objection regarding the external conditions of what has been delivered.
Any problems concerning the physical integrity, correspondence or completeness of the products received must be communicated within 7 days of delivery by email to the address info@eleonoraghilardi.com

8. PRICES

All sales prices of the goods displayed and indicated on the www.eleonoraghilardi.com portal are expressed in euros and constitute an offer to the public pursuant to art. 1336 c.c.
The sales prices referred to in the previous clause are inclusive of VAT and any other taxes, except for any customs charges for shipments not in Italy.
Shipping costs, if any, are indicated and calculated in the purchase procedure before the order is sent by the buyer and in the confirmation email.
The Supplier will not be responsible for any taxes, duties and / or other customs duties or related to the individual regulatory systems of the States, of which the Purchaser will be solely and exclusively responsible (as already specified in point 8).
Prices may be subject to variations according to any promotions.

9. AVAILABILITY OF THE GOODS

Although the availability on the site may be expressed, Eleonora Ghilardi does not guarantee in all cases the immediate shipment or availability of the products and reserves the right to contact the Purchaser to communicate the possible cancellation of the order in case of problems. In case of cancellation of the order, the refund will be issued within 48 working hours in the same way in which it was received.

10. LIMITATIONS OF LIABILITY

The Supplier assumes no responsibility, if he is unable to execute the order within the time specified in the contract due to unforeseeable circumstances or force majeure.

The Supplier cannot be held responsible towards the Purchaser, except in cases of willful misconduct or gross negligence, in the event that he is unable to fulfill the Contract due to disservices or malfunctions connected to the use of the internet outside of the control .
The Supplier assumes no responsibility for any fraudulent and illegal use by third parties of credit cards, checks and other means of payment, upon payment of the purchased goods, if it proves that it has adopted all possible precautions in based on the best science and experience of the moment and on the basis of ordinary diligence.

The Supplier assumes no responsibility for any damage attributable to the carrier.

11. PURCHASER'S OBLIGATIONS

The Buyer undertakes to pay the price of the purchased goods in the times and ways indicated in the Contract.

Once the online purchase procedure is concluded, the Purchaser undertakes to print and keep the Contract.

The information contained in the Contract was, however, already viewed and accepted by the Purchaser before the purchase confirmation.

12. EXCHANGES AND RETURNS

In accordance with the provisions of article 59, paragraph 1, letter c of the Consumer Code, the right of withdrawal, cancellation or restitution, which would otherwise be available, is excluded in the case of orders relating to customized and in any case custom-made Products on the basis of specific indications from the Customer, both literal and figurative (pursuant to article 59, letter c) of Legislative Decree 206/2005 (Italian consumer protection law). With regard to these customizations, the Customer acknowledges that the graphic representation proposed on the Site may be different from reality: the images and photographs may in fact not reflect the actual appearance of the final product.

Pursuant to article 52 of the Consumer Code, the Customer has the right to withdraw from the contract, without specifying the reason, by returning the Products, other than the personalized ones, purchased on the Site within the term of 14 (fourteen) days from the date of receipt of the Products.

HOW TO RETURN / EXCHANGE:

Send an email to info@eleonoraghilardi.com with the return / exchange request indicating:

Choice between an exchange or a return;

In the case of a return, indicate the bank details on which to issue the refund for payments made by bank transfer.

In case of change, indicate the new article of interest.

Book the courier's collection at your own expense following the instructions received by email (delivery to a different address of the Supplier's laboratory may be required).

Make sure that the products are in the same condition in which they were received. The jewels must not have been worn but only tried on.

Pack the goods again in the same conditions as they were received and proceed with the shipment by communicating all data to the Supplier (tracking, etc.).

WHAT HAPPENS AFTER:

The exchange / return will be accepted within 5 working days from the delivery of the package.

In the case of a return, the refund is issued by Paypal or bank transfer based on the method used for payment.

The refund will be equal to the amount of the items / s purchased, excluding any shipping costs paid.

In case of exchange, the new order will be prepared and entrusted to the carrier for shipping.

For price differences, a refund will be issued or a new payment requested.

13.COMMUNICATIONS AND COMPLAINTS

Written communications directed to the Supplier and any complaints will be considered valid only if sent to the following address: info@eleonoraghilardi.com.

The Purchaser must indicate his residence or domicile, the telephone number or the e-mail address to which he wishes the Supplier's communications to be sent in the email.

14. APPLICABLE LAW AND REFERENCE

This contract is governed by Italian law and any disputes will be resolved at the Lodi forum. Although not expressly provided herein, the laws applicable to the relationships and cases envisaged in this contract apply, and in particular art. 5 of the 1980 Rome Convention.

Pursuant to art. 60 of the Consumer Code, the regulations contained in Part III, Title III, Chapter I - Consumer Code are expressly referred to here.

15. FINAL CLAUSE

This Agreement repeals and replaces any agreement, understanding, negotiation, written or oral, previously made between the parties and concerning the subject of this contract.

RIGHT OF WITHDRAWAL

1. RIGHT OF WITHDRAWAL

Pursuant to art. 5 D.L. 185/1999, the Purchaser has the right to withdraw from the contract stipulated, without any penalty, within the term of 14 days, starting from the day in which it comes into possession of the purchased good.

The right of withdrawal applies to undamaged goods including its original box, complete in all its parts.

National shipping costs for returning the goods are charged to the customer.

For orders made abroad, the shipping costs of returns / exchanges are charged to the customer.

Eleonora Ghilardi is not liable in any way for damage or theft / loss of goods returned by uninsured shipments.

Without prejudice to any costs for the restoration of damages ascertained to the original packaging, Eleonora Ghilardi will refund the buyer the full amount already paid (excluding the original shipping costs), within 30 days of acceptance of the return of the goods. The customer will be responsible for providing the IBAN on which to obtain the refund in case of payment by bank transfer or credit card.

The right of withdrawal is lost for lack of the essential condition of integrity of the goods, in cases where the use of the goods is ascertained, the lack of the original internal packaging or for damage to the product for reasons other than its transport.

2. EXERCISE OF THE RIGHT OF WITHDRAWAL

To exercise the right of withdrawal you must inform Eleonora Ghilardi and start a return procedure (see art. 12 of the General Conditions), by sending an email to: info@eleonoraghilardi.com

To this end, the user can submit any other explicit declaration of his decision to withdraw from the Contract ("Withdrawal Statement")

The communication relating to the exercise of the right of withdrawal must be sent by the User before the expiry of the withdrawal period. For the purpose of the burden of proof relating to the exercise of the right of withdrawal in the terms indicated, it is in the interest of the buyer to make use of a durable medium when communicating his withdrawal to Eleonora Ghilardi.

3. TERMS OF THE RIGHT OF WITHDRAWAL

The product must be returned complete with its original packaging and packaging, as well as any accessories and any gifts and brochures received with the product.

The buyer must take care of all the products as long as they are in his possession.

Once the integrity of the returned product has been verified, Eleonora Ghilardi will reimburse the entire amount paid for the returned products, according to the methods and conditions described in the specific section of the General Conditions (Art. 12).

As required by art. 59 of the Consumer Code, the right of withdrawal does not apply to goods made to measure or clearly personalized. In this case, products made exclusively for the user with the artisan customization required that have been ordered and delivered are not subject to the right of withdrawal and cannot be collected and refunded.

METHOD OF PAYMENT AND REFUND

Each payment by the Buyer can only be made by one of the methods indicated on the specific web page by the Supplier.

In the event that you purchase the goods by bank transfer, the order ordered by the buyer will be kept busy until receipt of proof of bank transfer. The dispatch of the ordered goods will start only upon the actual crediting of the amount due to the current account which must take place no later than 7 working days from the date of acceptance of the order. Otherwise Eleonora Ghilardi will have the right to no longer reserve the goods.

After this deadline, the order will automatically be canceled.

In the event that you purchase the goods through Paypal, the amount authorized by the buyer at the time of the transaction will be charged at the time of acceptance and fulfillment of the same. In the event of cancellation of the order by both the buyer and the supplier, the amount relating to the goods ordered will be credited back to the Paypal account.

The repayment times of the sums due depend exclusively on Paypal and / or the banking system.

In no case may Eleonora Ghilardi be held responsible, after crediting the amount, for any damages, direct or indirect, caused by delays in the effective re-crediting of the sums by Paypal or by banking systems.

In the event that you purchase the goods by credit card, at no time during the purchase procedure does Eleonora Ghilardi come into possession of the information relating to the buyer's card. The transmission of payment information takes place via the highest security standard.

In no case can Eleonora Ghilardi be held responsible for any fraudulent and undue use of credit cards by third parties, when paying for products purchased on www.eleonoraghilardi.com

TECHNICAL INFORMATION AND CHANGES

The Supplier reserves the right to change, adapt, integrate, modify the technical information of the products on the www.eleonoraghilardi.com website even without notice.

The Supplier reserves the right to change, adapt, integrate, modify the dimensions, characteristics, colors, shapes, weight, composition and price of the products on the www.eleonoraghilardi.com website even without prior notice.

INTELLECTUAL PROPERTY

All intellectual property rights connected to the Online Store (including the contents) are the exclusive property of Eleonora Ghilardi. The online shop and its contents cannot be reproduced in whole or in part, transferred by electronic or conventional means, modified, connected and used for any purpose without the prior written consent of Eleonora Ghilardi.