



TERMS AND CONDITIONS OF SALE

INTRODUCTION

The conditions laid out here regulate the electronic distance purchase of products via the e-commerce site of Molino Soncini Cesare, based at Bassa dei Folli 141/A, 43030 Porporano (PR).

Tel: (0039) 0521 641132, Fax: (0039) 0521 394056, Email: ordini@molinosoncinicesare.com

Purchases are regulated by the regulations of Italian State Legislative Decree 185 of 22 May 1999, whereas rules on privacy are laid out in State Legislative Decree 196/2003.

Art.1: ACCEPTANCE OF THE CONDITIONS OF SALE

1.1 The conditions laid out in the Introduction are an essential and integral part of the present contract.

1.2 All orders will be completed directly via the access on the part of users to the e-commerce site of Molino Soncini Cesare, where clients can conclude purchase orders by following closely the indications and procedures laid down therein.

1.3 Users are required to read these conditions of sale online, before they can complete an order. Taking an order to completion implies that users have read and accept in full these terms and conditions of sale.

Art.2: PRICES AND PURCHASE METHODS

2.1 All the prices published on the Molino Soncini Cesare e-commerce site include Italian VAT and any other state duties payable on specific products.

2.2 The total cost of delivery of orders to the address supplied by users at the moment of purchase is paid by customers. Such costs will be clearly indicated to customers before they confirm their purchase.

2.3 Purchases are completed via the correct and precise compilation of the necessary fields online, and the confirmation of the purchase as given online.

2.4 Customers can pay for the products ordered online using any of the payment methods indicated on the e-commerce site at the moment of purchase.

Art.3: DELIVERY

3.1 Molino Soncini Cesare, as owner of website www.molinosoncinicesare.com and its e-commerce site, will see to the delivery of the products chosen by customers to the address supplied by the customer, via express courier.

Art. 4: RESPONSIBILITY

4.1 Molino Soncini Cesare accepts no responsibility for inefficiencies or delays in delivery due to force majeure, such as explosions, fires, industrial action, earthquakes, floods and other similar events, that cause delays to the delivery of products ordered.

4.2 Molino Soncini Cesare accepts no responsibility for any fraudulent or illegal use on the part of third-parties of credit cards or other electronic payment methods used at the point of completing a purchase. Credit card numbers and details, in fact, are not transmitted to Molino Soncini Cesare, and instead are transmitted directly to our Bank.

Art.5: GUARANTEES AND ASSISTANCE

5.1 Molino Soncini Cesare, owner of website www.molinosoncinicesare.com, produces high-quality goods, which include guarantees of varying length (dependente on the type of product purchased) in compliance with all relevant laws. Guarantees become active from the day of purchase.

Art.6: REQUIREMENTS OF USERS

6.1 It is strictly forbidden for users to insert false or invented information in the fields of our e-commerce site during the purchasing process, and in any other communications with Molino Soncini Cesare.

6.2 Users relieve Molino Soncini Cesare of any responsibility arising from the production of fiscal or accounting documents that contain erroneous information supplied by Users; Users are solely responsible for the supply of accurate and complete information.

Art.7: RIGHT TO A REFUND

As per Article 52 (and subsequent) of Italian State Legislative Decree n.21, 21 February 2014, customers have the right to request a refund, returning the products purchased and so obtaining a refund of the price paid.

The right to refund exists where:

- a customer no longer desires the products in question, and communicates such via fax or email to ordini@molinosoncinicesare.com before receiving confirmation of the availability of the products ordered and of their delivery to the customer.

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- a customer is not satisfied with the products purchased, where they can withdraw from the order made without any penalty, and without the need to identify the reason, within 14 (FOURTEEN) working days of the day of receipt of the products purchased.

REFUND METHOD:

Users who wish to request a refund should send a registered letter (which can be communicated in advance via fax), within the timescale laid out above, to Molino Soncini Cesare, Bassa dei Folli 141/A, 43030 Porporano (PR), or via certified email to molinosoncinicesare@legalmail.it

Such communications must contain all the information needed to identify the purchaser and the order, a list of the product(s) for which the User wishes a refund, a copy of the order made and the delivery note (for products already received).

All costs connected to the return of products to be refunded are payable by the customer, who will arrange (personally or via a third-party) for the return of the products to Molino Soncini Cesare; all articles sent back must be returned in the state in which they were originally dispatched, including all original packaging and any instruction manuals supplied as part of the order; products cannot be returned otherwise.

Molino Soncini Cesare, as owner of website www.molinosoncinicesare.com and its e-commerce site, will carry out an inspection of all products returned for refund, to ensure that they are returned in their original packaging and original state; where such conditions are met, Molino Soncini Cesare will see to the immediate refund to the customer of the total cost of the products returned.

Where refunds are requested after the delivery of the products in question, the original costs of delivery to the customer and for the subsequent return of the products to Molino Soncini Cesare, are not refundable.

The right to a refund DOES NOT EXIST where:

- it relates to products that by their nature cannot be returned due to the high risk of deterioration or rapid alteration. Such condition is also to be considered relevant where the failure of the customer to be present at the address supplied by such for the original delivery of the products leads to longer delivery times. Products subject to a high risk of deterioration or rapid alteration will be dispatched by Molino Soncini Cesare within 24/48 hours of confirmed orders to the address supplied by the customer;
- the product was supplied sealed and as such cannot be returned for reasons of public health if they have been opened after delivery to the customer;

FORM FOR REQUESTING A REFUND (attachment B to Legislative Decree, according to Article 49,1.h):

Addressee (name, postal address and wherever possible: telephone number, fax number and email address)

WITH THIS DOCUMENT, I/we* request a refund on my/our* purchase of the following goods/services*

Ordered on / received on*

Customer Name

Customer Address

Customer signature (for paper-based communications)

Date

(* Delete as applicable)

REFUNDS

When customers request a refund, Molino Soncini Cesare will arrange for such a refund in the following ways:

- a) for orders paid for by credit card, Molino Soncini Cesare will arrange for an immediate refund by the same credit card, communicating such to the customer. Customers can check the conclusion of the refund operation within 10 working days, although this period depends on the processes of the banking institution the credit card utilises.
- b) for orders paid for by Paypal, an immediate refund will be made to the Paypal account of the customer.

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c) for orders paid for by bank transfer, the Customer is required to supply Molino Soncini Cesare with the necessary information to carry out the refund.

For electronic payments (credit cards or PayPal), customers can also ask for a bank transfer as opposed to the methods described above, by communicating in writing the details necessary for a transfer (IBAN, SWIFTBIC, customer name, bank name and address).

In all cases, Molino Soncini Cesare retains the right to delay refunds until we receive confirmation that the products to be returned have been delivered by the customer for delivery.