

Gemme Italians Producers srl (hereafter named "Gemme"), with legal address in via del Lavoro 47, Castegnato (BS), is the owner of the present site www.gemme.it.

GENERAL SALE CONDITIONS

1. Acceptance of the general sale conditions

- 1.1 The contract stipulated between Gemme and the Client has to be considered concluded once the order has been accepted by Gemme. Such acceptance is automatic unless otherwise communicated by Gemme to the client. Once the client places the order in the different possible ways, he declares to have viewed all the indications given during the purchase process and to have totally accepted the general sales and payment conditions, reported underneath. Such acceptance is automatic from the client's side, unless otherwise communicated by the client to Gemme.
- 1.2 If the client is a final customer, once concluded the online purchase procedure, he'll have to print or save a copy of the electronic order and a copy of the present general sales conditions in respect of what foreseen in the art. 3 and 4 of the Ministerial legislative decree 185/1999 on the internet sales.
- 1.3 The client doesn't have any right for claiming any damage compensation or contractual/ extra contractual responsibility for direct or indirect damages to persons and/or things, caused by the total or partial unacceptance of the order. The rights of the consumer according to the law are guaranteed in any case.

2. Purchase conditions

- 2.1 the client may purchase only the products which are listed in the Gemme catalogue at the moment of the order, are visible under www.gemme.it. and described in the relative descriptive files. The picture in the relative descriptive file may not be totally representative of a product and of its characteristics, it may vary in colour, dimensions and in the presence of different accessories.
- 2.2 The correct order transmission is confirmed by Gemme by means of an e-mail to the e-mail address given by the client.
- 2.3 Should the order not be confirmed, Gemme will guarantee a quick communication of its unacceptance to the client.

3. Payment conditions

- 3.1 Credit card:
In the cases of purchase of goods with payment through credit card, once the online transaction is concluded, the relative bank will authorize the remittance of the sum relative only to the concluded purchase. In case the order gets cancelled by the client or because of its unacceptance by Gemme, Gemme will ask for the cancellation of the transaction and the clearance of the pawned sum. The timing for the clearance, for certain credit cards, depends exclusively from the bank and may last till the expiring date of pawned sum (24 days after authorization date). Once the transaction has been cancelled, Gemme will in no case be responsible for the eventual damages, direct or indirect, due to delays in clearance of the pawned sum by the bank.
Should the order be shipped 15 days after its placing date, Gemme will debit the due sum on the client's credit card in order to avoid the expiring date for the transaction's authorization (24 days)
Gemme has the right to ask the client for a copy of its identity card in order to prove that he is the owner of the given credit card. Should the client not send the copy, Gemme has the right to refuse the order.
Gemme cannot know in any phase of the transaction all the relevant information about the client's credit card. Such information is transmitted through a protected secret procedure directly to the bank that regulates the transaction. No file will keep these data in the Gemme system. Therefore Gemme is in no case responsible for any misuse or debit of the credit card by third parties, during any purchase on the site www.gemme.it.
- 3.2 Anticipated wire transfer:
Should the client pay via anticipated wire transfer, all the goods ordered will be kept for him but not shipped until Gemme receives a confirmation from the bank that the wire transfer has been done. Such confirmation has to be faxed or e-mailed to Gemme within 3 working days after order's approval. The goods will be shipped only once the sum will be credited on Gemme's bank account. The sum should be credited within 7 working days after order's approval. Should these dates not be respected, Gemme will have the right to automatically cancel the order. On the wire transfer order the following information will have to be reported: order's number, order's date, name and surname of the person that placed the order.

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4. Delivery expenses and conditions

- 4.1 Gemme has the right to accept orders with delivery in Italy or outside Italy. Gemme can decide not to accept an order, should its delivery not be guaranteed for any reason. In this case Gemme will immediately inform the customer.
- 4.2 Gemme will issue an invoice for each order received on www.gemme.it and will e-mail it to the e-mail address given while placing the order. For issuing the invoice Gemme will consider correct all the information given by the client while placing the order. No modifications of the invoice will be possible once issued.
- 4.3 The delivery costs are at client's expenses and are clearly specified while placing the order. The payment of the goods will take place according to the modality chosen by the client. The client will have to pay only the total shown during the final order procedure and nothing more.
- 4.4 Gemme can not be responsible for any delay in elaborating the order and in delivering the ordered goods.
- 4.5 When the courier delivers the goods, the client must check what follows:
- That the number of the delivered boxes is as indicated in the delivery note anticipated via e-mail;
 - That the boxes are integral, not damaged, wet or any how altered and that the adhesive tape used for securing it is integral, not unwrapped.
- 4.6 Any damage or any delivery of less boxes than indicated in the documents has to be immediately communicated to the courier during delivery. Once the delivery note of the courier is signed by the client, the client will have no right to raise further claims on exterior characteristics of the delivered goods.
- 4.7 Eventual claims for the physical integrity, the correspondence or the completeness of the delivered goods have to be submitted within 7 working days from the delivery, following the instructions given in the present document.
- 4.8 Should the courier not be able to deliver the goods to the address indicated by the client because of the fact that nobody is ever present at that address, the order will be automatically cancelled 5 working days after the stocking of the goods at the courier's warehouse.

5. Withdrawal right

- 5.1 According to the Ministerial legislative decree 185/1999, if the client is a final consumer (that is to say a physical person that buys the goods for its personal use, not for his/her commercial activity and therefore does not give any VAT Number) he has the right to withdraw from the purchase contract for any reason, without having to give any explanation, and with no penalty in all the cases apart in the case indicated in the point 5.2.
- 5.2 To use this right, the client will have to give a written communication to Gemme within 10 days from the goods delivery. Such communication will have to be sent within the fixed term via registered letter with confirm of receipt to Gemme Italian Producers srl, Via del Lavoro 47, 25045 Castegnato (BS) or with a telegram or via fax. A confirmation of receipt of the communication will have to be sent within the following 48 hours. Once received the communication about the withdrawal, the Gemme after sale service will rapidly give to the clients all the instructions to send back the goods within the following 48 hours.
- 5.3 The withdrawal right has to undergo the following conditions:
- It is applicable on the entire product; it's not possibile to use the withdrawal right for only a part of the ordered goods (ex. Accessories and so on);
 - The purchased article will have to be intact and in its original packaging, complete of all its parts (packaging, documentation such as instruction manual, power cord and so on). In order to avoid damaging of the original packaging, it's always better to put it in a second box. It's forbidden placing any sticker or adesive tape directly on the original box;
 - As per law, the delivery costs for sending back the goods are at client's expenses;
 - The shipping of the goods is under the client's full responsibility until the arrival in Gemme warehouse.
 - In case the goods get damaged during transport, Gemme will inform the client (within 5 days from the goods dispatch in our warehouse), so that he/she will rapidly claim the damage to the chosen courier and have the refund of the goods if he/she insured its value. In this case the product will be at the client's disposal, should he/she have to return it to the courier and the withdrawal right will be cancelled.
 - Gemme is not responsible for damages or loss of goods shipped back without an insurance;
 - Once at Gemme warehouse, the product will be analysed in order to check if there are eventual damages or tampering not due to transport. Should the packaging be damaged, Gemme will debit a percentage that will be withdrawn from the refund. Such percentage will never be more than 10% of the paid sum and will be considered a contribution for goods repair.
- 5.4 Shouldn't this expenses for the goods repair occur, Gemme will refund totally the paid sum via wire transfer within 14 days from dispatch of the returned goods. It's the client's duty to supply Gemme as soon as possible with his/her bank details (Abi-Cab code, account number, name of the account holder)
- 5.5 The withdrawal right is not applicable if the returned goods are not intact (this applies to the packaging and its content) as per the following cases:
- Lack of the original packaging or of a second external box to protect the original packaging;
 - Lack of some accessories of the product;
 - Damage of the product for other causes, not for transport.

Should the withdrawal right not be applicable, Gemme will send back to the client the purchased goods and will debit the delivery costs to the client.

6. Guarantee

- 6.1 All products sold by Gemme are covered by the producer's warranty conditions: 24 months for the end consumer (that is to say a physical person that buys the goods for its personal use, not for his/her commercial activity and therefore does not give any VAT Number); 12 months for articles purchased by commercial entities for its professional activity. To exercise the right for warranty, the Client will have to keep the invoice sent to him by e-mail.
- 6.2 The warranty is applied to products that show defects or anomalous functioning at the moment of delivery, if the product is used correctly and with the due diligence, that is to say with respect of its final use destination and of what it's written in the instruction manual.
- 6.3 Any repair during the warranty period is to be done by the service centers authorized by the producer. It's the client responsibility to take the product or send it to the nearest to him Service center's address. Should he not find a Service center near to him, under previous agreement with Gemme, he'll have the permission to send it directly to Gemme for its repair. In this case the transport costs (back and forth) are at client's expenses.
- 6.4 If an authorized service center finds out, during the product repair, that the defect is not due to a non conformity production defect and therefore the repair is not covered by the warranty clauses, the costs of such repair (costs of the tests and effective repair) will be at the client's expenses.
- 6.5 A product, that's not functioning from the very beginning, will be replaced only after the technical check up done by the authorised service center. The timing for the repairing or replacing of the product entirely depend from the producer's policy.
- 6.6 No damage can be claimed to Gemme for any delay in repairing or replacing of the product.

7 Privacy

- 7.1 The personal data required at the moment of the order confirmation are held in order to satisfy the client's requirements and will never in any case be given or communicated to third parties. Gemme guarantees the respect of the law in terms of personal data usage, as explained in the privacy code of the Ministerial legislative decree 196 dd 30.06.03.
- 7.2 The owner of such data is Gemme Italian Producers Srl, Via del Lavoro 47, Castegnato (BS).

8 Clames

- 8.1 Any eventual claim will have to be addressed to Gemme Italian Producers Srl, Via del Lavoro 47, Castegnato (BS).

9 Applicable Law

- 9.1 The present sales contract between the Client and Gemme is concluded in Italy and undergoes the Italian legislation. For solving any penal or civil controversy raised by the present at a distance sales contract, the territorial competence belongs to the judge of the consumer's residence or domicile.

Any information reported on www.gemme.it may be subject to changes without notice.