

# General Conditions of Sale

## General Conditions of Sale (afterwards GCS) - Terms and Conditions

1. Presentation. Welcome to our web site. You are purchasing from Idro Zeta Srl - Via Golfarelli 64/66 - 47122 Forlì (FC) - ITALY, a company registered in the Register of Forlì-Cesena C.F./P.I Companies nr. 03540400409 - Share Capital € 753,750.00, subject to the direction and coordination of Zoccolo Srl. By using the services available on [www.idrozetashop.it](http://www.idrozetashop.it) you agree to the following terms. If you have questions, please contact us (tel.+39 0543 802711 - [idrozeta@idrozeta.it](mailto:idrozeta@idrozeta.it)). If you don't accept our terms and conditions, please don't use our services. These Regulations have been prepared in accordance with the provisions of the Consumer Code, the provisions of European Directive 2011/83/EU on Consumer Rights and the Law on distance selling (Legislative Decree. 22/05/1999 n. 185) which provide precise duties both for the seller and for the buyer. For all that we don't specify, you can see the paragraph below called "Reference Standards". The buyer clicking on the button "confirm/proceed" is committed to the purchase, also accept the general terms and conditions (GCS), effectively making the contract proposal, firm and irrevocable from the date of receipt at Idro Zeta Srl. This obviously entail for the payer/purchaser the obligation to pay the purchase price of the goods covered by the order, without the right to any reconsideration or revocation except in cases expressly provided by law (see right of withdrawal).

2. During your navigation. During your visit at our web site it's forbidden:

- 1) violating the law and our rules;
- 2) using our site and/or our services if you don't have the ability to act and to enter into legally binding agreements and/or if the buyer has less than 18 years;
- 3) providing false data, inaccurate, misleading, defamatory or libelous (including personal information);
- 4) spreading viruses or any other technology aimed at damaging Idro Zeta Srl.

In case of violation of the above requirements Idro Zeta reserves the right to take any action in order to protect its interests.

3. Prices. The indicated prices include VAT and are expressed in Euros. The available free shipping costs are only for transport in Italy (not for the islands). Idro Zeta Srl reserves itself the right to change prices, general conditions of sale and products in any moment and its sole findings without any notification requirement. The available shipping costs will clearly indicate in the order that you'll need to confirm before sending. Idro Zeta Srl reserves itself the right to cancel an order in case of evident error and/or obvious mistake in the computer system of calculation or in the data. Our direct and indirect offers are subject to confirmation.

4. Payment. The Customer undertakes to make payment no later than 7 working days from the purchase confirmation. After that period the order is considered canceled. You can make the payment of the products ordered by:

1. Advanced Bank;
2. Credit Card;
3. PayPal;
4. Cash (for customer pick-up only);
5. Request a loan before purchasing (please contact us before of complete your purchase).

The methods of payment indicated on the invoice are fixed-mandatory: any change which hasn't been previously and expressly confirmed by the administrative direction it will not be accepted. Delayed payment will result in debit interest which will take effect from the day following the expiry date of the debt as required by law. The occurrence of a failure to pay within the agreed time, all orders in the portfolio will be suspended without notification or deemed canceled for the buyer's fault. No payment maybe deferred in the case of disputes.

5. Rates, services and registration. Registration on the site is free. It will be your responsibility to keep your personal data, communicating promptly any changes to the data entered. If the payment is unsuccessful, or the terms of payment are overdue, we reserve the right to resort to other procedures to collect the amount due (including the charge by other payment methods, the use of debt collection agencies and legal advisors) . The helpline number (switchboard +39 0543 802711 ) could charge the consumer costs based on the price plan and/or you phone operator .

6. Identification of the customer. The customer is responsible for all data provided to Idro Zeta Srl identification such as name, address, registered office, tax code, VAT number and anything else relating specifically required by applicable law. Customer data, according to the Italian Law 196/2003 (privacy) will be stored and processed for the fulfillment of legal obligations. Any other use must be expressly accepted by the customer.

7. Products. The images of the products contained on our website are to be considered merely illustrative and not binding. The products are not provided in evidence; therefore you will be responsible for the choice of the products ordered and their relevance to your needs.

8. Orders. Orders are subject to acceptance of the commercial direction and are intended tacitly and fully subordinated to the conditions of sale (GCS). Orders are accepted at the prices and conditions in force at the date of

the order and acceptance is subject to approval by Idro Zeta. Orders and/or modifications communicated verbally and/or by telephone must be confirmed in writing by the customer and accepted by Idro Zeta. By clicking on "purchase confirmation/follow" the order counts as an irrevocable contract proposal. Once transmitted at the system, orders can't be changed or blocked, so it's your responsibility to ensure they are correct before you confirm it.

9. Delivery terms. Following the purchase Idro Zeta confirmation will inform you the delivery terms indicative provided running from the actual receipt of payment and in any case won't exceed the maximum period of 120 days. Delivery is by our carrier or other conditions if agreed before order confirmation between the parts in writing. Delivery is to the road surface, at the number indicated in the document of transport, on public land.

10. Packaging and shipping. Packaging is carried out by specialized personnel and declines all responsibility. The goods are shipped in free port at the risk and peril; all transport risks are believed to be allowed by the customer after delivery of goods to the carrier by Idro Zeta Srl from its stores. Idro Zeta doesn't accept any responsibility for delays or breaks that occur during transport. The customer, upon delivery of the goods, will check the goods on arrival and contest any damage directly to the carrier at the time of delivery, by sending written notification to Idro Zeta (email [gestione.clienti@idrozeta.it](mailto:gestione.clienti@idrozeta.it); Fax + 39 0543802799) within 15 days of receipt of goods under penalty of forfeiture of the claim.

11. Transport costs / Customs duties. Transportation costs are considered included in the sale price for deliveries on the Italian territory (excluding islands). For deliveries outside of these limits, you need to ask a transportation quote by sending a request - before confirming the order - to the email address [gestione.clienti@idrozeta.it](mailto:gestione.clienti@idrozeta.it) or by fax to +39 0543 802799. If the purchase is carried out by the European Union, the customer must be aware that your country may require payment of fees/additional customs duties. Idro Zeta doesn't assume any responsibility for and invites the customer who buys from a non-EU country to inquire in advance from their own authorities about the above. Nothing will still be recognized as reimbursement/damages to the customer for the eventual clearance of goods.

12. Property. Until such time as Idro Zeta hasn't received payment of the full price of the products, the same will remain its exclusive property.

13. Returns. It isn't possible to make returns and/or cancellations of goods without the written agreement of the direction which reserves the right to reject and/or apply the charges and expenses arising (to the fullest extent of EUR 100 for bulky goods). The goods must be received at the office/branch office within 30 days from the date of authorization to return by Idro Zeta. We don't accept in any way the debit notes for returned goods or price differences as Idro Zeta will directly do the relevant credit note.

14. Claims and disputes. Any complaints must be received by registered addressed in Idro Zeta Srl - Via I. Golfarelli , 64/66 - 47122 Forlì (FC) - ITALY, or through p.e.c. (Certified mail) at [idrozeta@legalmail.it](mailto:idrozeta@legalmail.it), or by written communication by fax (+39 0543/802799) or email ([gestione.clienti@idrozeta.it](mailto:gestione.clienti@idrozeta.it)).

15. Terms of withdrawal. For the purchaser to exercise the withdrawal right may do so within 14 days as required by law, for private customers (Art. 1469 of Italian Civil Code) as required by current regulations companies and professionals with a VAT number can't invoke the right of withdrawal for purchases made in that capacity except in cases governed by law. The period runs from the effective date of receipt of the goods. The right of withdrawal is lost:

- If it is determined to use any part of the product;
- If it is ascertained the lack of product components (accessories, manuals, etc...);
- In case of total or partial damage of the product or parts of it;
- In case of absence or damage of original packaging;
- In any of the above conditions, the product will be returned debiting postage.

The right of withdrawal doesn't apply in case of supply of goods produced or made to measure or clearly personalized (for example special colors, non-standard measures, etc.). Although not specifically stated evidence shall be the European Directive 2011/83/EU on the Rights of Consumers, the Consumer Code (Italian Legislative Decree no. 206/2005), and all other laws about the commerce.

The deadline for exercising this right is 14 days + 14 days within which to submit Idro Zeta any goods dispatched, which must be returned in accordance with the GCS. After that period will expire every right to return the goods and the related reimbursement.

The form to exercise the right of withdrawal can be downloaded from the 'Downloads' section of the site as required Article 21 of Legislative Decree 70/2003.

Without prejudice to any repair costs for damages assessed, Idro Zeta Srl will refund the customer the amount due (within 30 days of receipt of the returned products) via bank transfer on the bank account indicated in the withdrawal form.

16. Right to refund. Idro Zeta, if it confirms that the customer's claim is right, make a refund in accordance with the European Directive 2011/83/EU on the Rights of Consumers and the Consumer Code (Italian Legislative Decree n.206/2005). As also stated in the GCS Idro Zeta reserves the right to apply charges and/or repay the amounts paid if

it have not been observed by the customer how to return the goods or that the unauthorized return on the grounds provided by law. In such cases Idro Zeta will send a notice to the customer.

17. Warranty. All distributed products are covered by manufacturer's warranty for manufacturing defects. Idro Zeta can't be responsible for manufacturing defects of the product for which you will need to affect our supplier and Idro Zeta answers exclusively to the provisions of the Consumer Code, the European Directive 2011/83/EU on the Rights of Consumers and from other applicable laws. Idro Zeta excludes all warranties, conditions and implied condition. Upon delivery, the customer is responsible to check the quantity and condition of the merchandise. In case of inconsistency or in the presence of any defects in products received, the Customer must contest the express courier and immediately notify in writing to Idro Zeta through p.e.c. at [idrozeta@legalmail.it](mailto:idrozeta@legalmail.it), or through + 39 0543/802799 fax or via email [gestione.clienti@idrozeta.it](mailto:gestione.clienti@idrozeta.it).

It's the responsibility of Idro Zeta Srl establishing the existence of defects complained or not and inform the manufacturer. Once confirmation of replacement received by the producer, Idro Zeta will provide new goods conform to those ordered. Any replacement will be possible only upon return of original goods and the transport document attached to the supply.

18. Deposit. Idro Zeta does specific at the customer the delivery time/shipping/collection of the goods. The date notified planned as "delivery date" Idro Zeta guarantees the deposit of good free of charge for the first fifteen days. From the 16th day every delay, for reasons not attributable to Idro Zeta srl, will result in an increase of expenses for a dependent deposit of the buyer, amounting to € 2.00 per day per cubic meter. If the payer should give up the purchase and/or not to proceed to collect the goods, Idro Zeta Srl will retain any amount paid as down payment and deposit. Idro Zeta reserves the right to charge the material storage costs if the delivery for reasons due to a postponement desired and requested by the customer continues for more than 30 days from payment of the fine.

19. VAT economy and tax deduction. IdroZeta allows the possibility to take advantage of the tax benefits provided by the Income Revenue Authority in accordance with current regulations. Please ask us for further information about, also with an email sent at [pratiche.fiscali@idrozeta.com](mailto:pratiche.fiscali@idrozeta.com).

20. Other clarifications regarding conditions of sale. Idro Zeta is able to guarantee purchasers the price indicated on the site thanks to the kind of sales, automatic and self-service of choice. The customer takes a look at the catalog and if interested concludes his purchase. The operator intervention, change of colors, sizes, shapes and generally customizations of all the features pertaining to the product covered by the contracts can result in a modification of the final price of the asset.

If any provision of this Regulation found to be invalid or unenforceable, any invalidity or unenforceability shall not affect any remaining provisions. Idro Zeta Srl may at any time modify the content of the Regulations by posting the amended terms on this site. Unless otherwise specified, all new terms and conditions of the Regulations will automatically be effective thirty (30) days from the date of publication. Any waiver of this Regulation shall be formalized through a written document signed for acceptance by Idro Zeta.

21. Dispute. In case of disputes for Italian customers you could see the art.66 bis of the Consumer Code, for customers with residence in foreign territory instead you should look at Article 18 of the Brussels I Regulation bis EU 125/2012.

22. JURISDICTION. Any disputes shall be moved forward the Forlì Court, which will have exclusive jurisdiction to settle all disputes arising. It is understood that the consumer has the right to appeal to the hole of their place of residence.

23. Reference standards. For further study, the customer/buyer can consult the relevant legislation which have listed, for example:

- DIR.CE 31/2000 - Italy D.Lgs.70/2003;
- DIR.UE 83/2011 - Italy D.Lgs.21/2014;
- D.Lgs.206/2005 – Italian Consumer Code;
- D.Lgs.82/2005 - Digital Administration Code (DAC);
- Regulation CE 593/2008 - Rome I Regulation;
- Regulation EU 1215/2012 - Brussels Regulations I bis.

In accordance with Artt. 1341, 1342 and 1469 bis of the Italian Civil Code, the Customer declares to have read and specifically accepted the clauses referred to in points 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23.