

## GENERAL SALES TERMS AND CONDITIONS

These general conditions govern the purchases made on the [HTTPS://WWW.DONTANU.IT](https://www.dontanu.it) website, in accordance with articles 50 and the Legislative Decree n. 206/ 6 September 2005 of the Consumer Code, section II of Chapter I of the third Title of Part Three, to which reference is made as provided by art. 60 of the Consumer Code and the sector legislation. These conditions may be subject to changes; the date the changes are made on the website is the date they come into effect.

**Don Tanu farm of Patanè Salvatore is the owner of the website [www.dontanu.it](http://www.dontanu.it), with registered office in Ficarello snc district in Bronte, VAT number 05644270877.**

We wish to inform you that the conditions of sale shown below clearly and comprehensively indicate the conditions and methods with which you can make your purchases online in the dontanu.it shop. We invite, therefore, to read them and to accept them so to be able to use all our on-line services fast, safely and in the full respect of the principles of good faith and loyalty with regard to commercial transactions.

### **1. ACCEPTANCE OF THE GENERAL CONDITIONS OF SALE**

1. The contract stipulated between Don Tanu farm of Patanè Salvatore and the customer must be considered concluded with the acceptance of the order, even partial, by Don Tanu farm of Patanè Salvatore. Acceptance is considered tacit if not otherwise communicated to the Customer by any means. By placing an order in the manner provided, the Customer declares to have read all the information provided during the purchase process and fully accepts the General Conditions and Conditions of Payment set forth below.
2. Once the online purchase procedure has been completed, the Customer will print or save an electronic copy and in any case keep these general conditions of sale.
3. The customer- received the package- must, in the presence of the courier, check the integrity of the goods received and note any defects on the courier's delivery note.
4. Don Tanu farm of Patanè Salvatore reserves the right to modify the technical information of the products. It is understood that the image accompanying the description of a product has an indicative purpose only and may not be perfectly representative of its characteristics.
5. The correct receipt of the order is confirmed by email sent to the email address communicated by the Customer during the purchase / registration phase. The Customer is required to verify the correctness of the data contained in the

aforementioned message and, if not, to promptly communicate any corrections as soon as possible.

## **2. Availability of the products**

1. The availability of the products refers to that present when the CUSTOMER consults the product data sheets; however, this must be considered purely indicative.
2. Even after having received the order confirmation email by Don Tanu farm of Patanè Salvatore, there may be cases of partial or total unavailability of the goods. In this case, the CUSTOMER will be promptly informed and can decide whether to accept delivery only of those available products or to request cancellation of the order, this decision has to be communicated via email. Due to the simultaneous presence of multiple users on the site, the products may be sold to others before confirming the order.

## **3. Prices**

**3.1** All products' prices shown on the [www.dontanu.it](http://www.dontanu.it) website are in euros and are inclusive of VAT. Shipping costs will be calculated when ordering.

**3.2** If the ordered goods were to be delivered outside of Italy, the delivery of the goods could be subjected to the payment of import duties and taxes, these will be borne by the Customer.

## **4. Delivery methods**

1. The goods are shipped and delivered to the CUSTOMER by Express Courier, chosen on the basis of the geographical area and the conditions of the service, or taking into account the characteristics of the products.
2. It is possible after payment to have information on the status of the order, the transport and the delivery service by contacting Don Tanu farm. Deliveries are generally made within 48/72 hours from payment confirmation. In case of delays, Don Tanu farm will keep the CUSTOMER informed and will constantly follow the progress of the shipping and delivery process.
3. For each order placed on the website <https://WWW.DONTANU.IT>, the company issues an invoice for the material sent.

The information provided by the customer during the checkout process will be used when issuing the invoice. After the invoice has been issued no changes can be made to the details contained therein.

## **5. Info and Complaints**

For any clarification or any complaint, you can contact us via phone 349-4207585 or email at [:info@dontanu.it](mailto:info@dontanu.it).

## **6. Responsibility**

1. Don Tanu farm of Patanè Salvatore does not assume any responsibility for problems caused due to force majeure or unforeseeable circumstances, even if dependent on malfunctions and disservices of the internet, in the event that it cannot give execution of the order within the time specified in the contract.

## **7. Contract Termination**

Under art. 5 of the Legislative Decree 185/1999, the customer has the right to cancel the purchase contract for any reason, with no need of explanation and without incurring any penalty.

### **1. Method:**

To exercise this right, the customer must complete the "right of withdrawal" form and send it to Don Tanu farm of Patanè Salvatore, within 14 days from the arrival of the goods. This communication must be sent via pec to dontanu@pec.it, or by registered letter addressed to Don Tanu farm, c.da Firacello sn. 95034 Bronte. Following the receipt of the aforementioned communication, Don Tanu farm of Patanè Salvatore will communicate to the customer the instructions on how to return the goods that must reach Don Tanu farm of Patanè Salvatore within 10 days from the authorization.

## **8. Conditions for Exercising Your Right of Refund**

The right of termination is subject to the following conditions:

1. The right of withdrawal applies to the product purchased in its entirety; therefore, the right of withdrawal cannot be exercised for only one part of the service purchased.
2. By law, the shipping costs for return of the goods shall be borne by the CUSTOMER.
3. The delivery of the goods returned is under the responsibility of the customer until the certified receipt in our warehouse;
4. In the event of damage to the goods during transport, Don Tanu farm of Patanè Salvatore will notify the customer of the incident (within 5 working days of receipt), to allow him to file a complaint against the courier chosen by him and obtain a refund of the value of the asset (if insured). In this case, the product will be made available to the customer for its return at the same time canceling the request for withdrawal;
5. Don Tanu farm of Patanè Salvatore is not liable in any way for damage or theft / loss of goods returned by uninsured shipments;

## **9. Legal Guarantee of Conformity**

In the event of receiving products which are not compliant with the order, the CUSTOMER has the right to remedy the product by repair or replacement at no extra cost. Provided that the defects are promptly reported on delivery and do not depend on the fault of the customer himself.

## **10. Refund**

1. Don Tanu farm of Patanè Salvatore farm will refund the customer the full amount already paid, within 30 days of the return of the goods, by Paypal or Bank Transfer. The customer shall promptly provide with the details of the bank to which the transfer is to be made (the ABI and CAB bank code - branch number - Current Account of the person named on the invoice).

2. The right of withdrawal is lost for lack of the essential condition of integrity of the goods (packaging and / or its content), in cases where Don Tanu farm of Patanè Salvatore ascertains:

- the lack of the external packaging and / or the packaging containing the purchased product
- damage to the product for reasons other than its transport.

In case of forfeiture of the right of withdrawal, Don Tanu farm of Patanè Salvatore will return the purchased goods to the sender, charging the shipping costs to the same.

## **11. Cookies**

- The website [www.dontanu.it](http://www.dontanu.it), uses cookies which are electronic files that record information relating to customer navigation on the site (see Privacy & Cookies Policy).

## **12. Processing of personal data**

-The person responsible for the conservation and processing of personal data is Don Tanu farm of Patanè Salvatore.

## **APPLICABLE LAW AND COURT OF JURISDICTION**

These General Sales Terms and Conditions are subject to the Italian law.