

# Conditions of sale

## **Information for the Consumer pursuant to Legislative Decree. lgs 206/2005 (Consumer Code)**

Welcome to the [www.piantestabilizzate.com](http://www.piantestabilizzate.com) di LANDSCAPEABC di Cannone Francesco

The offer and sale of products found on our website ([www.piantestabilizzate.com](http://www.piantestabilizzate.com)) are governed by the following General Conditions of Sale.

Availability of products without prejudice to all the clauses below, for our company production seasonality determines the production cycle, which is why **not all products are always available at all times of the year.**

### **General conditions of Sale**

The products purchased via email and viewed on the website [www.piantestabilizzate.com](http://www.piantestabilizzate.com) are the property of: LANDSCAPE ABC by Cannone Francesco.

### **Registered Office and Administrative Office**

Address Via Trani 30, Andria – 76123 - Italy

VAT number IT07461470721-

Tax code CNNFNC85S18L109X

N.Rea BA 631843

PEC [infolandscapeabc@pec.it](mailto:infolandscapeabc@pec.it)

The Customer is therefore invited, before sending the order, to carefully read the general conditions of sale as identified above and the information contained therein and to print them or save them on another durable medium accessible to him.

### **Purchase procedure**

1) The Customer can purchase the products on the website [www.piantestabilizzate.com](http://www.piantestabilizzate.com) in the sections illustrated in detail, as described in the relevant PDF sheets sent via email before confirming the order. The publication of the products displayed on the Site constitutes an invitation to the Customer to formulate a contractual purchase proposal. The order sent by the Customer has the value of a contractual proposal and entails complete knowledge and full acceptance of these General Conditions of Sale.

The correct receipt of the Customer's proposal is confirmed by the company LANDSCAPE ABC of Cannone Francesco through a response sent to the email address communicated by the Customer.

2) Each order can be viewed by the Customer via the email with the order summary. In case of doubts or problems, please immediately call LANDSCAPE ABC in Cannone Francesco. Tel. 0039.3297219656 or send an email to [infolandscapeabc@gmail.com](mailto:infolandscapeabc@gmail.com)

### **Acceptance of the general conditions of sale**

3) The contract stipulated between the company LANDSCAPE ABC di Cannone Francesco and the Customer must be considered concluded with the acceptance, even if only partial, of the order by LANDSCAPE ABC di Cannone Francesco. This acceptance is considered tacit, unless otherwise communicated to the Customer in any way. By placing an order via bank transfer, the Customer declares to have read all the information provided to him during the purchase procedure, and to fully accept the general and payment conditions transcribed below.

4) If the Customer is a consumer (i.e. a natural person who purchases the goods for purposes not related to his professional activity), once the online purchase procedure has been completed, he will print or save an electronic copy and in any case keep these conditions sales general, in compliance with the provisions of Italian legislation regarding distance contracts.

5) Any right of the Customer to compensation for damages or compensation is excluded, as well as any contractual or non-contractual liability for direct or indirect damage to people and/or things, caused by the non-acceptance or fulfillment, even partial, of an order.

6) The order sent by the Customer to LANDSCAPE ABC di Cannone Francesco via email must be completed in its entirety and must contain the elements necessary for the identification of the Customer, the products ordered and the indication of the place of delivery, under penalty its nothingness. LANDSCAPE ABC by Cannone Francesco will send the Customer, via email, a confirmation of order receipt. The delivery address must be manned, i.e. there must be a person present on a sufficiently continuous basis to receive the package.

7) By sending the order, the Customer declares to have read all the information provided to him during the purchase procedure, and to fully accept the General and Payment Conditions described below.

## **Product prices – shipping costs – product availability**

8) All product prices are exclusive of tax as it is a flat rate tax regime and transport costs.

9) Product prices are subject to change at any time and without notice, it being understood that, limited to orders being accepted or as above accepted by the company LANDSCAPE ABC of Cannone Francesco, the conditions of sale in force at the time of purchase will apply. sending of the order by the Customer, except for orders not accepted, as per paragraph in point 3.

10) Delivery times vary depending on the destination area. Until the moment of shipment by the company LANDSCAPE ABC of Cannone Francesco, the Customer has the right to cancel the order or modify it exclusively by calling the number 0039.3297219656.

11) The cost of each shipment, the amount of which may vary based on the weight of the package and the place of destination of the products, is added to the overall price of the products

12) The shipping cost is clearly indicated and communicated to the Customer, via proforma via email, before the conclusion of the Purchase Contract.

13) The visual representation of the products on the Site, where available, normally corresponds to the photographic image accompanying the description. It is understood that the image of the packages themselves has the sole purpose of presenting them for sale and may not be perfectly representative of its characteristics but may differ in color, size, accessory products present in the picture. In the event of a difference between the image and the written product sheet, the description on the product sheet always prevails.

## **Payment for the order**

14) Payments must be made via online bank transfer. For details, see the payment methods communicated on the proforma/invoice.

The Customer, after having verified the summary of the order via email and carried out the necessary checks, will confirm the operation.

15) The company LANDSCAPE ABC of Cannone Francesco reserves the right to request additional information from the Customer (unique code or certified email). In the absence of the requested documentation, LANDSCAPE ABC di Cannone Francesco reserves the right not to accept the order.

16) For greater guarantee and security of the customer, at no time during the purchase procedure is LANDSCAPE ABC by Cannone Francesco able to know the information relating to the buyer's credit card, transmitted via a protected connection directly to the website of the banking institution that manages the

transaction. No computer archive of LANDSCAPE ABC by Cannone Francesco will retain such data. Under no circumstances can LANDSCAPE ABC di Cannone Francesco be held responsible for any fraudulent or improper use of credit cards by third parties.

## **Deliveries and documentation**

17) If the product is available in stock, deliveries will take place within 7 working days of the order, for shipments made to particularly remote locations the delivery time will be within 10 days. All deliveries of the products will be at the risk of LANDSCAPE ABC di Cannone Francesco. The risk will transfer to the Customer upon delivery of the products to the Customer by the freight forwarder, carrier or other agent appointed by LANDSCAPE ABC di Cannone Francesco for the delivery. . Normally the shipment of the goods will take place via courier. Each shipment will be traceable via the code provided by the courier used via the courier's website.

18) No responsibility can be attributed to LANDSCAPE ABC di Cannone Francesco in the event of a delay in processing the order or delivering what was ordered.

19) Unless explicitly indicated, delivery is at street level. Upon delivery of the goods by the courier, the Customer is required to check: a) that the number of packages delivered corresponds to what is indicated in the transport document; b) that the packaging is intact, not damaged, wet or otherwise altered, including the closing materials (adhesive tape or plastic straps). Any damage to the packaging and/or to the product or the mismatch in the number of packages or indications must be immediately reported by affixing the writing "ACCEPTED WITH RESERVE" on the courier's delivery receipt. Once the courier document has been signed, the Customer will not be able to make any objections regarding the external characteristics of what was delivered. We therefore recommend, even when there are no problems on the outside of the package, to always sign the courier's slip with the words "Subject to inspection". In fact, if this wording is missing and damage to the product is found, the courier will no longer be held responsible regardless of whether insurance is present or not. Any problems relating to the physical integrity, correspondence or completeness of the products received must be reported within 7 days of delivery, according to the methods set out in this document.

20) In the event of failure to collect the material in stock at the courier's warehouses within 5 working days due to repeated impossibility of delivery to the address indicated by the Customer at the time of the order, the order will be automatically cancelled, the courier will proceed upon return to the LANDSCAPE ABC company in Cannone Francesco del collo.

In this case the customer is required to reimburse the double shipping costs (going to the customer and returning to the company) to the company LANDSCAPE ABC of Cannone Francesco. Together with the package you will also receive an invoice with the list of products contained in the package and the details of shipping costs.

## **Right of withdrawal**

21) Pursuant to Legislative Decree 06/09/05 N°206, the consumer customer has the right to withdraw from the purchase contract by specifying the reason within 14 days of delivery of the products. To exercise this right, the customer must send a communication via certified email to [infolandscapeabc@pec.it](mailto:infolandscapeabc@pec.it) indicating the product or products for which he intends to exercise the Right of Withdrawal, provided they are intact. Once the aforementioned withdrawal notice has been received, LANDSCAPE ABC di Cannone Francesco will quickly communicate to the customer the instructions on how to return the goods.

22) The right of withdrawal is however subject to the following conditions:

- The right applies to the product purchased in its entirety; it is not possible to exercise withdrawal only on part of the purchased product;
- The purchased good must be intact.

By law, shipping costs relating to the return of the goods are borne by the customer. The shipment, until receipt is certified in our warehouse, is under the complete responsibility of the customer. In the event of damage to the goods during transport, LANDSCAPE ABC di Cannone Francesco will notify the customer of the incident, to allow him to promptly file a complaint against the courier of his choice and obtain reimbursement of the value of the goods (if insured); in this case, the product will be made available to the customer for its return, simultaneously canceling the withdrawal request. LANDSCAPE ABC by Cannone Francesco is not responsible in any way for damage or theft/loss of goods returned by uninsured shipments. Upon arrival at the warehouse, the product will be examined to assess any damage or tampering not resulting from transport. If the package and/or the original packaging are damaged, LANDSCAPE ABC di Cannone Francesco will deduct a percentage from the refund due, in any case not exceeding 20% of the same, as a contribution to the restoration costs. If the product has been opened with the seals broken, the product will not be refunded.

23) Without prejudice to any restoration costs for ascertained damage to the original packaging, LANDSCAPE ABC by Cannone Francesco will reimburse the customer the entire amount already paid, within 30 days of the return of the goods, through a cancellation procedure of the half charged amount Bank transfer. In the latter case, it will be the customer's responsibility to promptly provide the bank details on which to obtain the refund (full IBAN code).

24) The right of withdrawal is totally lost, due to lack of the essential condition of integrity of the goods (packaging and/or its contents), in cases where LANDSCAPE ABC by Cannone Francesco ascertains:

- the lack of the external packaging and/or the original internal packaging;
- the absence of integral elements of the product;
- damage to the product for reasons other than its transport.

In the event of forfeiture of the right of withdrawal, LANDSCAPE ABC di Cannone Francesco will return the purchased goods to the sender, charging the shipping costs to the sender.

24A) Exclusion of the Right of Withdrawal for tailor-made or personalized products; pursuant to Legislative Decree no. 185/99 – art. 5 paragraph 3c, the consumer cannot exercise the right of withdrawal for contracts for the supply of goods produced to measure or clearly personalized.

## **Complaints**

25) Any complaints must be addressed to LANDSCAPE ABC di Cannone Francesco – via Trani 30 – Andria cap 76123.

## **Jurisdiction and competent court**

26) Any dispute relating to the application, execution, interpretation and violation of online or email sales agreements is subject to Italian jurisdiction; Any dispute between the parties regarding this contract will fall under the exclusive jurisdiction of the Court of Trani ITALY.