

General Terms and Conditions of online sale

Table of contents

1. General description
2. Definitions
3. Scope of application of the General Terms and Conditions of Online Sale
4. Purpose of the Contract
5. Conclusion and effectiveness of the Contract
6. Availability of Products
7. Availability of the service
8. Price
9. Payment methods
10. Delivery
11. Right of withdrawal
12. Legal guarantees of sale and faulty Product return
13. Customer obligations
14. Data protection, spam, security system, use of Cookies
15. Intellectual property
16. Contact us

Art. 1 – General description

Palomar S.r.l. (hereinafter, “**Palomar**”) is a company incorporated under Italian law whose registered office is in Florence, via dei Serragli 9, registered in the Register of Companies of the Florence Chamber of Commerce with REA No. **FI519268** and VAT No. **IT05103880489**, telephone number +39 055 212160, email address info@palomarweb.com

The online sales service rendered by Palomar, as defined below, is subject to the application of these General Terms and Conditions, subsequent amendments and any other regulation or policy published by Palomar on its website [<https://palomarweb.com/>] (hereinafter, the “**Website**”), including the privacy policy and cookie policy, without prejudice to the mandatory rights recognised to the consumer by its own national law.

The use of the Website and buying of a Product present on the Website from Palomar implies the acceptance of these General Terms and Conditions. When buying a Product, accepting these General Terms and Conditions is required.

In the event that the Customer does not want to accept and/or comply with these General Terms and Conditions, Palomar invites them not to buy any Product(s).

Art. 2 – Definitions

When used in this General Terms and Conditions, each of the following terms shall have the meaning attributed to it below. Singular terms shall be understood as plural and vice versa where convenient.

“**Customer**”: any person, who, for personal use and non-commercial purposes only, buys Palomar Products through the Website;

“**Online sales contract**”: a contract concluded through the Website between a Customer and Palomar, with which Palomar undertakes to transfer the property of and to deliver the chosen Product and the Customer undertakes to pay the price and the relevant costs;

“**Palomar**”: the seller, related company or subsidiary, their respective managers, representatives, shareholders and employees;

“**Parties**”: Palomar and the Customer jointly; each of them, a “**Party**”;

“**Product**”: a good, designed by Palomar, marketed and sold by the latter through the Website, in accordance with relevant legislation;

“**Technical card**”: a part of the Website dedicated to describing the features of the Product;

“**Website**”: www.palomarweb.com, an online platform on which the Customer can buy Products, find information about them and/or about Palomar and its guiding principles.

Art. 3 - Scope of application of the General Terms and Conditions of Online Sale

These General Terms and Conditions regulate the retail online sales Contract between the Parties and form an integral part to the Contract.

Buying a Product through the Website implies full agreement with these General Terms and Conditions.

The General Terms and Conditions are easily accessible on the page [<https://www.palomarweb.com/legal-info/terms-and-conditions/>] of the Website and can be saved and/or printed at any time.

Art. 4 - Purpose of the contract

The contract between the Parties entails a sale between Palomar and the Customer, in which the latter buys a Product and agrees to pay a price, while the former undertakes to transfer the property of and to deliver the Product.

Palomar offers its Products for sale and Customer purchases them through the Website.

Art. 5 – Conclusion and effectiveness of the Contract

The Contract is concluded through the Website.

By purchasing a Product, the Customer entails the obligation to pay the price of the Product.

Before buying a Product, Customer has to read the Technical card carefully and, if they consider it adequate for their needs and if they wish to purchase it, they must click on the “*Buy now*” button of the chosen Product, select the quantity and then click on the “*Add to cart*” button.

The chosen Product will be visible in the “*Cart*” section of the Website.

The contents of the “*Cart*” section can be viewed and/or modified by the Customer at any time before confirming the Order.

An “*X*”-shaped button near the Product in the “*Cart*” section may be used by Customer to remove the contents of the “*Cart*”.

To validly conclude the Contract, the Customer must click on the “*Proceed to Checkout*” button and subsequently (i) fill in the online form(s), (ii) select the payment method, (iii) accept the General terms and conditions of online sale, as well as the Privacy Policy and then (iv) click on the “*Place order*” icon.

Before purchasing the Product, the Customer must:

- i) carefully read the Technical card;
- ii) check the correctness of the data provided in the online form(s);

iii) carefully read and expressly agree to the Privacy rules and cookies, in addition to these General Terms and Conditions, by clicking on “*I’ve read and accept the Privacy Policy*” and “*I’ve read and accept the terms & conditions*”;

Palomar reserves the right to refuse the purchase of the Customer when:

- they have provided incomplete or incorrect personal data;
- they do not have the full capacity to act or conclude the Contract;
- they have indicated a delivery address located in one of the countries where Palomar does not ship (see article 7 below);
- they have made an anomalous and/or suspicious purchase or anyway not in line with the characteristics of an end consumer;
- they have been found to be in exceptional circumstances that have forced Palomar not to accept the purchase.

Once the purchase has been received, pending Palomar’s rejection as specified above, the contract is concluded.

Palomar will send a communication to the Customer’s email address containing the details of the purchase and the Customer will pay according to terms set out in article 9 below.

Art. 6 – Availability of Products

Products offered for sale by Palomar are available within the limits of stock.

Palomar reserves the right to remove Products listed on the Website at any time.

If, after a purchase is completed and the Customer pays the price for the Product, Palomar finds the Product to be unavailable, it shall inform the Customer promptly.

Customer shall have the choice between obtaining a full refund for the price paid or waiting until the Product is available again.

Art. 7 – Availability of service

Palomar does not ship Products to the following countries:

- Brazil;
- Russian Federation;

and, therefore, the contract requiring a shipment to one of the aforementioned countries is to be considered null and void.

Art. 8 – Price

Price for is stated alongside each individual Product and is expressed in Euros.

Price does not include shipping fees, which will vary depending on which Product is purchased, its quantity, the final destination of the shipment and the shipping method chosen by Customer.

Customer may find out more on shipping fees at [<https://www.palomarweb.com/payment-and-shipping/>]

The price of each Product may be subject to changes at any time. However, changes will not affect the price of the Product for which Palomar has sent an e-mail confirming the purchase.

Palomar asks the Customer to pay attention to the price in force when purchasing the Product.

The price includes VAT and import duties.

Art. 9 - Payment methods

(i) **Payment via Credit Card or PayPal**

Customer shall pay the purchase(s), relevant taxes and shipping fees when clicking on the “*Place order*” button on the Website, using one of the credit cards listed therein.

Palomar is not liable for any fraudulent and unlawful use, by third parties, of the same credit cards utilized for settling payments.

By choosing PayPal, Customer is going to be re-directed to its external website, where they shall insert their username and password.

In no moment of the transaction, Palomar will have knowledge of Customer's PayPal username or password, or of any detail of the credit card selected as a method of payment on the PayPal website.

(ii) Payment via Bank Transfer

Bank Transfer (T.T.) must arrive on Palomar's bank account by and no later than 3 (three) working days from date of purchase confirmation, otherwise Palomar will have the power to withdraw from the sales contract without penalty or compensation to Customer.

Reason for payment is to accompany the transfer and has to indicate:

- number and date of purchase
- Customer's name and surname

Banking coordinates are indicated on the email confirming the purchase.

Art. 10 – Delivery

Shipping and delivery of the purchased Product shall take place via an international delivery operator to the address provided by Customer during the purchase.

Customer may choose between various types of delivery service that are indicated, together with the relative cost, during the checkout procedure.

Delivery shall be deemed to have been completed when the shipment is materially available to the Customer or third party person indicated by them.

In case of delays and/or changes to the Product purchased, Palomar will notify the Customer, who may alternatively set a new delivery date or withdraw from the contract free of penalties.

Cancellation of the purchase entails the Customer with a full refund for the amount paid.

Whenever delivery of the Product ordered becomes impossible for reasons attributable to the Customer, storage costs will be borne by the latter.

Due to high shipping rates, the following countries fall into the "Rest of the world" category and not in the "Europe" one:

- Andorra;
- Cyprus;
- Gibraltar;
- Malta;
- Norway;
- Switzerland.

For further information, consult the following link: [<https://www.palomarweb.com/payment-and-shipping/>].

Art. 11 – Right of withdrawal

Customer, in accordance with relevant legislation, has the right to withdraw from the contract without penalties and without specifying a reason within 14 (fourteen) days from the delivery of the Product.

Customer may notify Palomar of his decision to withdraw by mail, telefax, telegram, or e-mail to the following addresses:

- Palomar srl
- www.palomarweb.com
- Via De' Serragli 9
- 50124 Firenze Italy
- phone +39 055 212160
- e-mail: info@palomarweb.com

Right to withdrawal shall be deemed to have been correctly exercised within the 14-day period if the communication containing the decision is sent before the expiry of said term.

Palomar shall reimburse the full cost of the product and the shipping fees, but the latter shall amount to the price of the least expensive shipping method offered to Customer on the Website, in accordance with article 56, D.lgs. 206 of September 6th, 2005.

Customer has to ship the Product back to the address provided above within 14 (fourteen) days from the communication of the decision to withdraw.

Shipping fees regarding the restitution of the Product are to be borne by Customer.

Palomar shall reimburse the Customer using the same method chosen to pay the price of the Product while concluding the sales contract no later than 30 (thirty) working days from receiving back the Product.

Palomar reserves the right to reduce or eliminate the value of reimbursement if Customer damaged the Product by handling it in a manner that was not necessary to determine its nature, characteristics and/or functioning.

Products must be sent back in their original their original packaging, equipped with all their accessories and/or instructions handbook, if/when any, or any other element originally included.

Palomar will refuse to reimburse Customer, or reduce reimbursement accordingly, if the Product is not sent back free of expenses and/or delivery charges.

In accordance with art. 49, comma 1, letter h) of D.lgs. 206 of September 6th, 2005 Palomar informs the Customer that a withdrawal form is available in attachment I, part B of said D.lgs.

Art. 12 - Legal guarantees of sale and faulty Product return

Palomar guarantees that the Product is free from manufacturing and material defects as well as conformant with the description present on the Website.

Product is deemed conformant to its characteristics when (i) it complies with the description given and has the qualities presented on the Website, (ii) is suitable for the use for which it is normally intended, (iii) shows the qualities and characteristics usually found in goods of the same type and that can be reasonably expected.

Once the Product has been received, the Customer must check its compliance.

In case the Customer becomes aware that the Product received is faulty or does not conform to the characteristics described in the Technical card, they must notify Palomar immediately, using the email address [info@palomarweb.com] and indicating the details of the purchase and the fault found in the Product received.

Palomar will provide the Customer with the information necessary for the return of the Product, which will then be examined to confirm (or deny) the presence of the reported defect.

If the Product is not covered by a guarantee, it will be returned to the Customer.

Otherwise, Palomar will inform the Customer of the results of the assessment of the Product, and whether it intends to proceed with the Product repair/replacement or to the refund of the entire amount paid by the Customer.

The Product refund, repair or replacement will be carried out as soon as possible and in any case within 20 (twenty) days from the date in which Palomar informed the Customer of the results of the assessment.

If Palomar decides to reimburse the Customer of a refund, the price paid will be returned in full, including the delivery costs borne to deliver the Product to the Customer and for the refund procedure.

The refund will be made using the same method chosen to pay the price of the Product while concluding the sales contract.

Delivery costs for the return to Palomar of Products recognized as faulty and/or defective, as well as all costs for the delivery to the Customer of the repaired or replaced Products will be solely borne by Palomar.

Palomar grants a guarantee of 2 (two) years and any defects must be reported to Palomar within 2 (two) months from their discovery.

Defects found within 6 (six) months after delivery of the Product are presumed, until proof to the contrary, already existing at the time of delivery.

Guarantee of compliance is applicable only if the Customer can provide the purchase receipt.

Art. 13 – Customer obligations

By agreeing to these General Terms and Conditions, the Customer undertakes to:

- comply with all their obligations arising from these General Terms and Conditions and the applicable legislation;
- provide correct and truthful information;
- pay the price of the Product purchased, within the period of time set out in the purchase confirmation;
- keep, store and use the Product in accordance with the precautions and minimum measures indicated by Palomar, in addition to those necessary with regards to the nature of the Product itself;
- hold harmless and indemnify Palomar from any liability, cost or expense, including legal fees, arising from the breach of these General Terms and Conditions.

Art. 14 - Data protection and use of Cookies

Palomar undertakes to ensure the protection of personal data and any other information provided by the Customer.

The personal data and any other information provided by the Customer will be processed in accordance with relevant laws.

For further information, the Customer may read the Privacy Policy at <https://www.palomarweb.com/privacy-policy/>, and/or the Cookie Policy at <https://www.palomarweb.com/cookie-policy/>.

Art. 15 – Intellectual property

Palomar is the exclusive owner of all rights and titles relating to Palomar's trademark as well as every other kind of distinctive mark, including the graphic appearance of the Website, the interface and the structure.

No change, reproduction, publishing and transfer to third parties of any property rights on trademarks and any other intellectual property right of Palomar is permitted without the latter's written consent and, in any case, the contents cannot be used in any way. In case of unauthorised use, the subject will have to fully allocate, transfer and assign these intellectual property rights to Palomar.

Any breach or use not in accordance with the law of Paloma's trademark and its distinctive marks constitutes a breach of intellectual property rights.

Art. 16 – Contact us

For any query regarding these General Terms and Conditions, feel free to contact us at: info@palomarweb.com, or at +39 055 212160 or through the website <https://www.palomarweb.com/>.

Palomar will respond to Customer's queries by e-mail, and Customer accepts this communications method.

Art. 17 – Applicable law

Relations between the Parties with regards to the online sales contract are governed exclusively by Italian Law, save for the prevalence of foreign mandatory rules whenever required.