



Bernini Design srl

Sale Terms 2015

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Part 1) Introduction

These terms apply to the Bernini Design Products purchased by you on this web site or ordered to us via our marketing tools. If a customer and Bernini Design have a separate agreement in place for the purchase of Products, that agreement shall apply instead of these Terms.

Part 2) Bernini Design Pricing

The prices are indicated on the website and shall be stated in the pro forma invoice or order confirmation. The prices indicated on the web site, provided by Bernini Design exclude value added tax, sales tax, governmental fees and any other applicable taxes, and shipping charges unless otherwise indicated. Such charges are payable by Customer in addition to the prices indicated and may appear as separate items on the invoice. If the Customer is entitled to tax exemptions, it must provide Bernini Design a valid certificate or documents that proves the exemption. On the website the definition 'door to door' means that the price includes the shipment. Prices are subject to change without prior notice.

Part 3) Payment Terms

Payment for Products must be received prior to Bernini Design shipping the Products or, if agreed in writing, within the time period noted on the Order Confirmation. Payment shall be made to the account indicated on the Bernini Design proforma invoice. Bank details may be amended from time to time. Purchase on website are carried out via PAYPAL. We accept USD or EURO.

Part 4) Changes of Products

Changes of the Product, is allowed after a customer places an order, but before Bernini Design ships the Product. The Customer has to pay the difference before shipment. In case the payment exceeds the amount of the invoice, Bernini Design provides money back within 30 days, supposing the customer provides all information for doing so. Bernini Design will provide a credit note for the difference.

Part 5) Shipment of Products

Bernini Design shall deliver the Products to Customer's location as set out in the Order Confirmation. If no delivery dates are specified, delivery shall be within 30 days after payment. Customers have to specify telephone numbers, full address and a name of a person in charge to receive the goods. Bernini Design shall not be liable for any loss (including loss of profits), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products. Bernini Design shall only be liable for any non-delivery of the Products if Customer gives written notice to Bernini Design within 14 days of the date when the Products would, in the ordinary course of events, have been delivered.

Part 6) Once you receive a Product

We recommend the Customer to inspect the Product to identify any missing, wrong or damaged packaging, and notify Bernini design of any issues which would be apparent on reasonable inspection and testing of the Products within 30 days of the date of delivery of the Products. Where the defect or failure would not be so apparent within 30 days of the date of delivery, Customer shall notify Bernini Design in writing and claim for warranty service. In this case, Bernini Design shall, at its discretion, repair or replace the product.

Part 7) Refusal of Delivery

In case, for any reason, the Customer does not accept delivery of any of the Products when they are ready for delivery, or Bernini Design is unable to deliver the Products on time because Customer has not provided appropriate instructions, documents, licences or authorisations then the Products will be deemed to have been delivered, risk passing to Customer and Bernini Design may store the products until actual delivery and Customer shall be liable for all related costs and expenses including without limitation storage and insurance.

Part 8) Custom Regulation & Policy

Customer acknowledges that the Bernini Design Products are subject to European CUSTOMS and export control laws and may be rendered or performed in countries outside Europe, or outside of the borders of the country in which Customer Products are located. Bernini Design products may also be subject to the CUSTOMS and export laws and regulations of the country in which the Products are rendered or received. Under these laws and regulations, the Bernini Design Products may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Bernini Design Products must not be sold, or transferred to, or used by, an end-user engaged in activities related to weapons of mass destruction, including activities related to the design, development, production or use of nuclear equipments or weapons, missiles or support of missile projects, or chemical or biological weapons. Customer agrees to abide by those laws and regulations.

Part 9) High Risk Applications

Customer acknowledges that the Bernini Design Products are not designed or intended for use in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application in which the failure of a Bernini Design Product could lead directly to death, personal injury, or severe physical or property damage. Bernini design expressly disclaims any express or implied warranty of fitness for High Risk Activities & Applications.

Bernini Design Srl Via San Romano Casetto 26A, 46035 Ostiglia Italy VAT: IT01453040204,

REA: MN160185

email support@bernini-design.com Tel 0039 335 7077148 24/7/365 support 0040 721 241 361