

## **TERMS AND CONDITIONS**

*Replace the previous. In force since December 22<sup>nd</sup>, 2017.*

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### **1. INTRODUCTION**

These general terms of sale govern the relationships between:

- the company "Kallisté srl", based in via Bezzacca, 7, Firenze, zip code I-50139, tax code, VAT number and register of companies at the chamber of commerce of Florence No IT05932230484, Euro 10,000.00 fully paid-up share capital, certified e-mail address: kalliste@pec.it, as user of "Italy Dream Design" trademark and also known as "Italy Dream Design" or "seller";
- those who place purchase at Italy Dream Design, also known as "customers".

Is allowed to place purchase orders everybody able to make expressions with legal power in order to buy the products shown on the website [www.italydreamdesign.com](http://www.italydreamdesign.com) (also simply called "site"), both natural and legal persons, in their private capacity or in connection with an economic activity.

Italy Dream Design sells its products only by remote: through its website, by phone or via e-mail.

Italy Dream Design does not have any outlet outside the website [www.italydreamdesign.com](http://www.italydreamdesign.com) and has no agents.

These general conditions of sale are governed by section II (remote contracts) of Italian Legislative Decree September 6, 2005, No 206 (Italian consumer code). They are the only ones that can be applied and prevail over any other document, including the terms applied in buyer's country. Any other terms will be unenforceable unless prior acceptance by Italy Dream Design.

Every purchase on the site is subject to general terms applicable at the sale date. Italy Dream Design, once confirmed the order, trusts customers to have read, understood and accepted in full the general terms of sale. Customers agree to comply with the dispatch the terms of sale and, by placing their order, attest that they have read, understood and accepted them.

### **2. INFORMATION ABOUT ITEMS**

Before placing any order, the customer can and should take note of the proposed item's features shown on the website.

Italy Dream Design commits oneself to show items' specifications as clear and detailed as possible, based on data and informations provided by their producers.

Italy Dream Design is not responsible for any incorrect data reported by manufacturers.

Photos are indicative and, although the more faithful to reality as possible, may not accurately reproduce the colours of the materials used, also because the image yield varies according to the technical mediums used by customers (type of PC, tablet or smartphone, type of graphics card and monitor used, software settings, etc.).

### **3. HOW TO PLACE AN ORDER**

To place an order, the customer has several options:

- 1) buy directly on the website [www.italydreamdesign.com](http://www.italydreamdesign.com) after logging on;
- 2) place an order by contacting us at the telephone number +39 0550776907;
- 3) place an order via e-mail at [buy@italydreamdesign.com](mailto:buy@italydreamdesign.com).

### 3.1. PLACE AN ORDER FROM THE WEBSITE

If the customer decides to place the order from the website, he must follow the following steps:

- 1) identify himself by logging in if already registered or by registering as a new customer completing the appropriate form and indicating all data necessary both for billing and for delivery if they are different;
- 2) select the products, selecting any available options and colours, and add them to the shopping cart;
- 3) examine carefully all the contents of the cart (by clicking on "cart" or "view cart") and click on "proceed to checkout";
- 4) verify your billing and delivery address. Choose your payment method and click "place order";
- 5) The contract will be concluded when the customer has paid the full amount. It's necessary to complete the payment procedure through credit card, PayPal or bank transfer, following the displayed instructions. The customer will receive an order validation by e-mail.

In the exceptional case of unavailability for any reason of goods ordered which causes the inability to execute the order, Italy Dream Design will immediately inform the customer and provide at the reimbursement of any sums already paid.

Italy Dream Design reserves the right, in exceptional cases, the right not to accept an order.

### 3.2. PLACE AN ORDER BY TELEPHONE OR E-MAIL

If you want to order by phone or e-mail, you must follow these steps:

- 1) indicate as accurately and comprehensively as possible which are the articles selected, the options and colours chosen, where needed, and quantities. We recommend you to use our paper form.
- 2) Italy Dream Design will check the request and, if necessary, will send to the customer a proforma invoice including shipping cost, and general terms of sale;
- 3) verify the invoice and terms of sale and, if you accept all the content and decide to place the order, return to Italy Dream Design the paper form or the proforma invoice and the terms of sale signed for acceptance;
- 4) the later stages of production, transport and delivery of the ordered goods are subject to compliance by the customer of the agreed payment terms.

## 4. PRICE

4.1. On our website prices are shown in Euros and include Italian VAT.

VAT rate is the one in force at the time of ordering. Any change in the rate of Italian VAT will change the items' final price.

4.2. Prices do not include freight charges, which are generally charged to the customer and are calculated at the conclusion of the order, taking into account type of transport, place of delivery and the extent of the whole order.

Standard shipment is intended with only 1 operator at street level.

Floor delivery, porter service with two or more porters, assembly and installation service, packaging materials disposal, delivery in areas inaccessible by long vehicles (over 12 meters) where we are obliged to send small vehicles, delivery in restricted traffic areas or in areas subject to authorization (as some historic old towns), delivery in historic buildings where elevators, stairs or hallways does not allow easy access to large objects, each of these options is available after feasibility checking and customer's agreement of the cost based on a quote.

Italy Dream Design reserves the right to alter prices shown at any time, but will apply always the price

agreed with the customer at the time of the order.

4.3. Customers who are intra-EU VAT number holders and have the right to purchase without payment of VAT have to contact the sales department to proceed with an order.

A customer who wants to buy as an "European company" must give Italy Dream Design a valid intra-EU VAT number and must:

- declare and ensure that communicated intra-EU VAT number corresponds to his company and that the company has seat in one of the the European Union nations;
- declare and ensure that all orders validated as an "European company" will be made using the intra-EU VAT number communicated to Italy Dream Design;
- declare and ensure that the intra-EU VAT number and all other data reported communicated to Italy Dream Design, are updated, correct and accurate and that, in case of changes or updates to such information, a notification will be made without delay to Italy Dream Design;
- Italy Dream Design reserves the right to request additional information and / or confirm the validity of the information regarding the data reported (mostly about the intra-EU VAT number) with the relevant authorities, as permitted by the laws in force;
- expressly authorize Italy Dream Design to request and obtain these information at the relevant authorities;
- agree to give Italy Dream Design all requested information concerning personal data after any request made by our offices;
- Italy Dream Design will cancel the order if the communicated intra-EU VAT number is proved to be invalid or if the requested documents were not provided.

In case somebody provides inaccurate information in order to fraudulently benefit VAT exemption, the responsible persons will be liable to prosecution.

**Warning: The fraudulent use of personal data to take advantage of unfair VAT exemption may constitute a criminal offence.**

## 5. AVAILABILITY

The articles posted on our website are all handmade, specifically for the customer, from the time of his order. The delivery time, distinct for any chosen item, are shown on every article's page and may even exceed thirty days.

Italy Dream Design invites any customer having a particular need for delivery (for example the opening of a store, the anniversary of a birthday, a wedding gift, etc.) to contact the sales department before placing an order to be sure that the timing of delivery can be honored and to avoid any misunderstanding.

## 6. PAYMENT

6.1. The customer has to pay the full amount at the time of the order, unless different express agreement.

6.2. Until full payment of the price, the ordered goods remain the property of Italy Dream Design and this even if they have been already delivered.

6.3. Italy Dream Design has chosen **Banca Sella's** GestPay and **Paypal** services to let customers pay through their credit card. Main credit cards are supported. Maximum security is provided.

It is possible to pay through bank transfer, exclusively on the following account:

Kallisté Srl  
Via Bezzecca, 7

I-50139 FIRENZE  
Bank: bancApulia - San Severo headquarter  
IBAN: IT87 H057 8778 6301 1057 6053 017  
BIC: APULIT3SXXX

It is not possible to pay cash on delivery or by check.

## **7. DELIVERY**

7.1. Italy Dream Design guarantees delivery in the following countries:

Andorra  
Austria  
Belgium  
France  
Germany  
Italy  
Liechtenstein  
Luxembourg  
Netherlands  
Portugal  
Principality of Monaco  
United Kingdom  
Republic of San Marino  
Spain  
Switzerland  
Vatican

7.2. About delivery in different countries, customer must contact sales service to check feasibility and costs. About extra European Union deliveries, customer is solely responsible for the payment of customs duty, and must learn the rules to be observed for the export to the country of destination of the goods ordered. Our carrier will take care about all customs formalities, as far as possible.

7.3. Italy Dream Design will deliver to the address provided by customer during the placing of his order.

7.4. Delivery is conditional upon compliance by the customer, of any agreed scheduled payments.

7.5. Italy Dream Design devotes the greatest attention to the timing of delivery specified when ordering. But Italy Dream Design can not be held responsible in case of long delays in delivery due to delay in transport companies or force majeure (accidents, natural disaster, loss of data, strike of transport services, etc.) that might impede delivery. Italy Dream Design of course will inform customers of any event which could delay delivery.

7.6. In the event of delay due to carrier (more than 10 days from receipt of delivery advice) Italy Dream Design invites customers to report it. Although the responsibility for this kind of delay is not attributable to Italy Dream Design, Italy Dream Design, in order to protect its customer, will contact the carrier company to start an investigation, and try to solve the problem as quickly as possible.

7.7. If a package, shipped to the customer is returned to sender for reasons attributable to the customer (e.g. incorrect address, customer absence despite the appointment made with the carrier, etc.) Italy Dream Design can not be held responsible. The costs of return will be charged to the customer. The new delivery will happen after the payment of its cost.

7.8. The customer must check the goods during shipment. In particular he must check the number of packages, package integrity and the correspondence between what was ordered and what is shipped.

Any mismatch as well as imperfect package integrity must be immediately reported to the carrier and on shipping documents. It is recommended to always accept the goods "subject to further verification." Failure to verify the exact correspondence between what was ordered and what is shipped or the absence of immediate claims to the carrier involves the loss of the right at integration and / or replacement of goods.

## **8. ESCAPE CLAUSE**

The customer, only if he is a consumer, has the right to recede, without specifying any reason, within fifteen working days from the date of receipt of the goods.

The right of withdrawal is exercised by sending a written communication to the seat, at the following address:

Kallisté Srl  
Via Bezzecca, 7  
I-50139 Firenze - Italy

This report has to be made by letter sent by recorded delivery with acknowledgement of receipt.

We suggest you to anticipate the communication by e-mail at [aftersale@italydreamdesign.com](mailto:aftersale@italydreamdesign.com).

To perfect his right to withdrawal, the customer must return the goods ordered within twenty working days from the date of receipt of goods.

The goods must be returned as never used, undamaged, in their original packaging and without damage but to the transport caused ones (e.g. scratches, dirt, etc.).

All charges, costs and responsibility related to return of goods are charged to the customer.

The customer may opt for:

- reimbursement of the advance payment, excluding every transport costs that remain against him, in such a case Italy Dream Design will provide the reimbursement in the shortest time and in any case within thirty days from the receipt of the returned goods; if the customer payed through credit card, the amount of the refund will be directly credited on customer's credit card;
- substitution with different articles, in this case the parties will agree on exchange modalities and any balance in favour of one of the parties;
- recognition of available credit for any future purchases from Italy Dream Design, equal to the advance payment, excluding transport costs which are charged to the customer, in this case the customer can at any time request a refund of such available credit.

The withdrawal is excluded when it relates to goods produced according to customer specifications or clearly customized.

## **9. WARRANTY, REPLACEMENTS AND CLAIMS**

9.1. Italy Dream Design takes great care of the sent items.

It selects the best artisan producers, is concerned with product quality, choose the best carriers and ensures that service is impeccable.

Unfortunately, an error or breakage during transport, especially in case of international shipping, could anyhow happen.

Italy Dream Design will repair or replace free of charge any goods received damaged or that appear lost. Consequently, the customer is required to carefully check the condition of the goods during delivery.

The customer must open packages in the presence of the carrier and verify that the items delivered are perfectly intact.

Otherwise, a conditional acceptance must be affixed on the shipping documents. This is necessary to allow Italy Dream Design to start an insurance file against the carrier and to replace free of charge the articles shipped in bad condition or lost.

Warning: if the customer signs the delivery note without indicating any conditional acceptance, the goods will be considered as perfectly delivered and finally accepted and he will not be any more able to charge any relief against the carrier, or against Italy Dream Design. In that case, the eventual replacement of articles is only charged to the customer.

9.2. In the event that goods suffer from a lack of conformity at the time of delivery, the customer is protected by the guarantee provided by Articles 128 to 135 of Italian Legislative Decree no. 206/2005.

The duration of the warranty protects by lack of conformity which occur within a period of two years for consumers, or of one year for all other subjects.

To report the defect, the customer must notify it to Italy Dream Design via e-mail at [aftersale@italydreamdesign.com](mailto:aftersale@italydreamdesign.com).

The customer must provide, possibly with one or more photographs, more details as possible of the defect, in order to allow Italy Dream Design to act as quickly as possible in the interest of the customer.

In case of repair or replacement of defective item, Italy Dream Design will send a transporter to carry out the withdrawal of the article or to exchange the defective item with the new one.

Warning: Italy Dream Design can not be held responsible for the defect caused by misuse of the product, to external causes (e.g. accidents, shock, etc.), or customer mistake (for example, incorrect installation, use of non-conforming products for maintenance, etc.).

## **10. ELECTRONIC SIGNATURE**

The placing of the order through electronic media built-in Italy Dream Design website and the acceptance of these general terms of sale by clicking and / or checking the special check boxes, mean signing the contract in fact.

Italy Dream Design can not in any circumstances be held liable in case of customer's complaints based on ignorance.

## **11. JURISDICTION**

Customers who purchase on Italy Dream Design website buy in Italy and are subject to Italian laws. In case of a dispute between the parties and in the absence of a settlement out of court, jurisdiction shall be the Court of Florence.