

Terms and conditions of sale

Art. 1 – General disposition

1. The user navigating in this area accesses ManuMari, accessible through the url: www.manumari.com; www.manumari.it. Browsing and transmitting a purchase order on the site implies acceptance of the Data Protection Conditions and Policies adopted by the site indicated therein.

2. These General Conditions of Sale apply to the sale of products with exclusive reference to purchases made on the site in accordance with the provisions of Part III, Title III, Chapter I, Consumer Code (Legislative Decree no. 206/05 modified by Legislative Decree no. 21/14 and Legislative Decree 70/03) by

Company: Manuela Mari Shoes Design s.a.s.
Headquarters: Via Cavour 259/265 - 51015, Monsummano Terme (PT)
VAT number: 01847920475
Registered in the REA, n. PT184731

3. Before accessing the products supplied by the site, the user is required to read these General Conditions of Sale which are generally and unequivocally accepted at the time of purchase.

4. The user is invited to download and print a copy of the purchase form and of these General Conditions of Sale, whose terms ManuMari reserves the right to modify unilaterally and without notice.

5. It is possible to use the site and therefore access products supplied by the site and to purchase these in the following languages:

Italian;
English

Art. 2 – Subject

1. These General Conditions of Sale govern the offer, forwarding and acceptance of purchase orders for products on ManuMari and do not, on the other hand, govern the supply of services or the sale of products by parties other than seller who are present on the same site through links, banners or other hypertext links.

2. Before submitting orders and purchasing products and services from different subjects, we suggest checking their conditions of sale.

Art. 3 – Conclusion of the contract

1. To conclude the purchase contract, it will be necessary to fill in the form in electronic format and send it following the relative instructions.

2. It contains the reference to the General Conditions of Sale, the images of each product and the relative price, the means of payment that can be used, the delivery methods of the products purchased and the related shipping and delivery costs, a reference the conditions for exercising the right of withdrawal; methods and times for returning the purchased products.

3. Before concluding the contract, you will be asked to confirm the reading of the General Conditions of Sale including the information on the right of withdrawal and the processing of personal data.

4. The contract is concluded when the seller receives the form completed by the user, after checking the correctness of the data contained therein.

5. The buyer will be obliged to pay the price from the moment the online order submission procedure is completed. This will be done by clicking on the "Pay Now" button at the end of the wizard.

6. Once the contract is concluded, the seller takes charge of the order for its fulfillment.

Art. 4 – Registered users

1. In completing the registration procedures, the user undertakes to follow the instructions on the site and to provide his / her personal data correctly and truthfully.

2. The confirmation will in any case release ManuMari from any responsibility for the data provided by the user. The user undertakes to promptly inform ManuMari of any change in their data at any time communicated.

3. If the user then communicates inaccurate or incomplete data or even if there is a dispute by the interested parties about the payments made, ManuMari will have the right not to activate or to suspend the service until the relative deficiencies are remedied.

4. On the first request for activation of a profile by the user, ManuMari will assign the same username and password. The latter acknowledges that these identifiers constitute the validation system of the user's access to the Services and the only system suitable for identifying the user that the acts performed through this access will be attributed to him and will have binding effect on him.

5. The user undertakes to maintain the confidentiality of his access data and to keep them with due care and diligence and not to transfer them even temporarily to third parties.

Art. 5 – Product availability

1. The availability of the products does not refer to the actual availability of the warehouse when the buyer places the order. This availability must be considered purely indicative because, due to the simultaneous presence on the site of multiple users, the products could be sold to other customers before confirming the order.

2. Even after sending the order confirmation e-mail, there may be cases of partial or total unavailability of the goods. In this case, the buyer will be promptly informed by e-mail of the order processing times.

3. If the buyer requests the cancellation of the order, resolving the contract, ManuMari will refund the amount paid within 30 days from the moment ManuMari became aware of the buyer's decision to terminate the contract.

Art. 6 – Offered products

1. ManuMari markets:

footwear and accessories

2. The offer is detailed on our website at the following links:

www.manumaristore.ecwid.com for smartphones;

www.manumari.com/shop.htm for pc and tablet

Art. 7 – Payment methods and prices

1. The price of the products will be that indicated from time to time on the site, except where there is an obvious error.

2. In the event of an error, ManuMari will notify the buyer as soon as possible, allowing confirmation of the order at the correct amount or cancellation. In any case, there will be no obligation for ManuMari to supply what is sold at the lower price erroneously indicated.

3. The site prices are inclusive of VAT and include shipping costs. Prices can change at any time. The changes do not affect orders for which order confirmation has already been sent.

4. Once the desired products have been selected, they will be added to the cart. It will be sufficient to follow the instructions for the purchase, entering or verifying the information requested in each step of the process. The order details can be changed before payment.

5. Payment can be made by:

Credit cards; Paypal

Art. 8 - Delivery

1. ManuMari makes shipments throughout the Italian territory, EU and non-EU territory

2. ManuMari will only make deliveries to the user's home, provided at the time of purchase.

3. The delivery is made, for the Italian territory, generally within 15 working days, or, if no delivery date is specified, within the deadline estimated at the time of selecting the delivery method and, in any case, within the deadline. maximum of thirty days from the date of confirmation.
4. As for the countries of the European Union, delivery will be made in 15 working days, and in any case, within the maximum term of thirty days.
5. In non-EU territories, delivery will take place roughly in 15 working days.
6. If delivery is not possible, the order will be sent to the warehouse. In this case, a notice will specify the place where the order is located and how to arrange a new delivery.
7. If you are unable to be present at the place of delivery at the agreed time, we ask you to contact us again to agree on a new delivery date.
8. If the delivery cannot take place for reasons not attributable to us after thirty days from the date on which the order is available for delivery, we will assume that we intend to terminate the contract.
9. As a result of the termination the amounts will be refunded, including delivery costs with the exclusion of any additional costs deriving from the choice of a delivery method other than the ordinary method offered without undue delay and, in any case, within 30 days from contract termination date. The transport resulting from the termination of the contract may have additional costs that will be borne by the buyer.

Art. 9 - Passing of risk

1. The risks relating to the products will be borne by the buyer from the moment of delivery. The ownership of the products is considered acquired as soon as full payment of all amounts due in relation to them has been received, including shipping costs, or at the time of delivery, should this occur later.

Art. 10 – Warranty and commercial compliance

1. The seller is responsible for any defect in the products offered on the site, including the non-conformity of the items with the products ordered, in accordance with the provisions of Italian law.

2. In the event of non-compliance, the buyer who has entered into the contract as a consumer will have the right to obtain:

_or the restoration of the conformity of the products at no cost by replacement:

_or to obtain an appropriate agreed price reduction;

_or the withdrawal of the contract relating to the disputed goods and the consequent return of the price.

3. In any case, the goods must be returned intact, without any sign of wear, complete with its box and all the possible components included therein. All return costs for defective products will be borne by the seller.

Art. 11 – Withdrawal

1. In accordance with the legal provisions in force, the buyer has the right to withdraw from the purchase without any penalty and without specifying the reason, within the term of 14 days pursuant to art. 57 of Legislative Decree 206/2005 starting from the date of receipt of the products.

2. In the case of multiple purchases made by the buyer with a single order and delivered separately, the term of 14 days starts from the date of receipt of the last product.

3. The user who intends to exercise the right of withdrawal of the purchase can send an email, indicating the order number and name of the user, to:

info@manumari.it

4. The buyer must exercise the right of withdrawal also by sending any explicit declaration containing the decision to withdraw from the contract or alternatively transmit the standard withdrawal form, referred to in Annex I, part B, Legislative Decree 21/2014 not obligatory.

5. The goods must be sent back to:

via Cavour 259/264 - 51015, Monsummano Terme (PT)

6. The goods must be returned intact, in the original packaging, complete in all its parts and complete with the attached tax documentation. Without prejudice to the right to verify compliance with the above, the site will refund the amount of the products subject to withdrawal within a maximum period of 30 days, including any shipping costs.

7. As required by art. 56 paragraph 3 of Legislative Decree 206/2005, modified by Legislative Decree 21/2014, the site may suspend the refund until receipt of the goods or until the buyer has demonstrated that he has sent the goods back.

8. The right of withdrawal will not apply if ManuMari's services and products are included in the categories of art. 59 of Legislative Decree 206/2005.

9. The site will carry out the refund by bank transfer, and if the buyer intends to exercise his right of withdrawal, he will have to provide the bank details: IBAN, SWIFT and BIC necessary to carry out the refund.

Art. 12 – Data processing

1. The purchaser's data are processed in accordance with the provisions of the personal data protection legislation, as specified in the specific section containing the information pursuant to art. 13 EU Regulation 2016/679 (Privacy Policy).

Art. 13 – Safeguarde clause

1. In the event that one of the clauses of these General Conditions of Sale is void for any reason, this will in no case compromise the validity and compliance with the other provisions contained in these General Conditions of Sale.

Art. 14 – Contacts

1. Any request for information can be sent by email to the following address info@manumari.it, by phone at the following telephone number: +39 3518441723, and by post to the following address:

via Cavour 259/265 - 51015, Monsummano Terme (PT)

Art. 15 - Applicable law and competent court

1. These General Conditions of Sale are governed by Italian law and interpreted on the basis of it, without prejudice to any other prevailing mandatory rule of the country of habitual residence of the purchaser. Consequently, the interpretation, execution and termination of the General Conditions of Sale are subject exclusively to Italian law.

2. Any disputes inherent and / or consequent to them must be resolved exclusively by the Italian court. In particular, if the buyer holds the status of Consumer, any disputes must be resolved by the court of the place of domicile or residence of the same according to the applicable law.

These conditions were drawn up on 07/14/2020.