



GENERAL CONDITIONS OF SALE

Dear customer,

we would like to inform you, that the following general conditions of sale apply to all online-purchases on the website: www.demaclenko.com.

DEMACLENKO IT srl, with head office in via Griesbruck 14/B- 39043 Chiusa (BZ) Italy, is considered as the seller, hereinafter referred to as "DEMACLENKO" or the "SELLER"

and

every individual or legal person, who places an online-order on the website: www.demaclenko.com is considered as the buyer and hereinafter referred to as "BUYER".

The BUYER will be identified through the information on the purchase order. Sending of the order establishes the entire acceptance of the present conditions of sale.

1.) LEGAL BASIS

1.1. The relation between DEMACLENKO and the BUYER is regulated by the laws and provisions for consumer protection in force in the state where the SELLER has its registered seat, if the BUYER purchases the items for personal scope and not for commercial or professional scope. If the BUYER acts for professional or commercial purposes, under indication of the VAT number, the laws in force for regulation of commercial activities will apply.

2.) SCOPE

2.1. Through a virtual shop online, DEMACLENKO gives the BUYER the possibility to have a look and to buy different items.

3.) CONDITIONS OF SALE

3.1. The BUYER can access to the items and buy the items following the instructions indicated under the voice "shop" on the website www.demaclenko.com.

3.2. DEMACLENKO reserves the right not to deliver the ordered items, in case of wrong or incomplete indication of the information in the order.

4.) PRICES

4.1 All prices include sales tax. For the delivery of the items € 6,00 (Europe and Mediterranean region) and € 10,00 (Rest of World) will be charged.



5.) EXECUTION OF THE ORDER

5.1. The order sent by the BUYER to DEMACLENKO is not binding for DEMACLENKO, until receipt of the payment made by the BUYER.

5.2. The order will be executed in one delivery if possible. If due to technical or logistic reasons a partial delivery is requested, the delivery fee is charges only once.

6.) DELIVERY

6.1. The time for delivery depends on the place of destination of the items. In any case, the ordered items will be delivered as quickly as possible. For first orders the delivery time can be up to 2 weeks.

6.2: Should the ordered items not be available at the moment of the order, Demaclenko reserves the right to deliver the ordered items as soon as available. In any case the order will be executed as soon as possible.

7.) PAYMENT

7.1. Payment has to be made via bank transfer on following bank account:

RAIFFEISENKASSE WOLKENSTEIN

Via Mëisules 211

39048 Selva

Swift: RZSBIT21055

IBAN: IT48D0823858890000300029904

8.) RIGHT TO WITHDRAW FROM CONTRACT

8.1. The right to withdraw from the contract and return the items is only applicable to BUYER, which purchases the items for different purposes as commercial or professional purposes. Therefore, the right to withdraw from the contract is not applicable to buyers that purchase the items for commercial scope and indicates DEMACLENKO the VAT number.

8.2. The BUYER has the right to withdraw from the contract within 14 days from receipt of the items.

8.3. To withdraw from the contract, the BUYER has to notify the withdrawal to DEMACLENKO within 14 days from receipt of the items via registered letter, via fax or via mail.

8.4. The notification must include the following information:

8.4.1 the details of the order, which the BUYER wants to cancel;

8.4.2 the explicit intention of the BUYER to withdraw from the contract;

8.4.3 the complete bank details of the BUYER.

8.5. The items have to be returned to DEMACLENKO within 14 days after receipt.

8.6. Costs for transportation and the relative risk have to be covered by the BUYER. The restitution of the items can be accepted only if the packaging is not damaged internally and externally. If the items show traces of use or damage, DEMACLENKO reserves the right to claim for compensation.

8.7. The paid amount for the items will be returned within 30 days from receipt of the withdrawal communication.

9.) PRIVACY

9.1. Regarding the handling of personal data, we inform you, that the personal data collected during the sale procedure on the website www.demaclenko.com will be collected on a data base, which can be used by DEMACLENKO and its affiliated companies. The personal data can be used for commercial and statistic purposes and to comply with fiscal provisions and obligations indicated by law.



Handling of personal data means every kind of operation made through electronically devices to collect, archive, modify, confront, use, communicate or also cancel and destroy the data.

The collected data will not be transferred to other persons or companies, except if not in compliance with the obligations of law, regulations, EU provisions or other authorities indicated by law.

10.) APPLICABLE LAW AND COURT OF JURISDICTION

10.1. For any dispute regarding the contracts stipulated on the website www.demaclenko.com the law in force in the state where the SELLER has its registered seat shall apply.

10.2. If the BUYER has its registered seat in a foreign country and/or purchases the items for commercial and/or professional purposes, the competent court shall be the court of the place where the SELLER has its registered seat.

The BUYER declares to have read and accept the present conditions of sale and in specific: art. 5 (execution of the order); art. 10 (applicable law and court of jurisdiction).