

Terms and Conditions of Sale

Introduction Dear Customer, by placing an order on the site WWW.INESCOMMERCE.COM, you declare that you have read and accepted the following terms and conditions of sale.

1. Object

The website WWW.INESCOMMERCE.COM, owned by the sole proprietorship **SDF GROUP COMPANY di Saira De Ferrari**, with registered office at Via Salita del Fondaco 4/10-Genoa 16123, Italy, VAT No. 02439150992, FISCAL CODE: DFRSRA83C48H1830 (hereinafter also "INES COMMERCE"), is a digital platform carrying out the retail sale of cosmetic products, supplements, household products, pet products, etc. (hereinafter also the "Products"). The sale is governed by these General Terms and Conditions of Sale (hereinafter "GTCS").

2. Scope of Application

- The GTCS apply to all Products present in the electronic catalog of INES COMMERCE at the time the order is placed and viewable online at the web address www.INESCOMMERCE.COM (hereinafter the "Site").
- The images accompanying a product's description are for illustrative purposes only, intended to allow the best perception of the product. Therefore, Products may differ from the image on the Site in color and dimensions, including accessories shown in the figure.
- These GTCS may be modified or updated at any time by SDF GROUP COMPANY. Any changes and additions will be effective from the date of their publication on the Site.

3. Applicable Law

The applicable law for Consumer Customers is that expressly referred to for distance contracts by Section II of Legislative Decree No. 206 of September 6, 2005 (Consumer Code) as amended, and for sales via electronic tools by Legislative Decree No. 70 of April 9, 2003, as amended. Furthermore, the sales contract stipulated between the Customer and INES COMMERCE shall be governed and interpreted in accordance with **Italian Law**.

4. Registration

The Customer can purchase choosing between two different modes: purchase with registration or purchase without registration.

- In both cases, the Site will collect the Customer's personal data necessary for shipping and issuing the purchase document.

- Specifically, the following personal data will be requested: name, surname, e-mail, residence/headquarters address, telephone number (optional), shipping address if different from residence/headquarters, and Fiscal Code or VAT number.
- In the case of purchase with registration, the data provided will be stored by INES COMMERCE and processed subject to privacy regulations (Legislative Decree No. 196/2003 and EU Reg. No. 679/2016 - GDPR). The Customer may modify such data at any time by accessing their profile using the e-mail address used for registration as the username.

5. Conclusion of the Contract

To place an order, in compliance with Legislative Decree No. 70/2003 regarding electronic commerce, the Customer must:

1. Insert a Product into the cart by clicking the relevant icon near the Product itself.
 2. Click on the "Place Order" button after selecting the Products.
 3. Register, log in, or enter data for a quick purchase without registration.
 4. Choose shipping methods and accept these GTCS without reservation.
 5. Proceed to pay for Products and any delivery costs via: (i) Visa or Mastercard, (ii) Paypal, or (iii) other methods provided on the Site.
- **Order Confirmation:** Upon conclusion, the Site assigns a unique number to the order. INES COMMERCE will send an order acceptance via e-mail after verifying payment and product availability. The contract is considered concluded with this acceptance.
 - **Availability:** Only products physically available in stock can be ordered. While the integrated availability function is precise, slight communication delays may occur, meaning availability cannot be guaranteed with absolute certainty in rare cases. If items are not available, the staff will contact the customer to either ship available items immediately (sending missing ones later at no extra cost) or wait to ship everything at once/cancel missing items.
 - **Order Revocation:** The Customer has **30 minutes** to revoke the order by sending an e-mail to info@inescommerce.com. If the order has entered the shipping process or has been shipped, it cannot be revoked.

6. Payment Methods

- **Payment Card:** The banking institution authorizes only the commitment (hold) of the amount at the time of the transaction. The actual charge occurs only when the material is handed over to the courier. In case of cancellation, the amount is released (timing depends on the banking system). INES COMMERCE does not store card data.

- **PayPal:** The amount is debited immediately upon conclusion of the transaction. Refunds for cancellations or returns will be credited to the Customer's PayPal account.
- **Bank Transfer:** The user will receive coordinates and instructions via the order confirmation e-mail. The purchase is considered perfected only after the sum has been credited to the INES COMMERCE account.

7. Prices

All sales prices constitute an offer to the public pursuant to Art. 1336 of the Civil Code, are expressed in Euros, and include VAT and any other tax. Shipping costs, if present, are indicated and calculated before the order is submitted.

8. Invoicing

Each shipped order is accompanied by a detailed Transport Document. An invoice will be issued **only if requested at the time of the order** by entering the VAT number in the appropriate field. It is not possible to request invoicing for a previously processed order.

9. Delivery of Products

- **Timing:** Products delivered in Italy and Europe will be delivered within 30 working days from purchase.
- **Inspection upon Delivery:** Upon delivery, the Customer must check that the number of packages corresponds to the document, the products correspond to the invoice, and the packaging is intact.
- **Damages:** Any damage or mismatch must be immediately reported by placing a **WRITTEN RESERVE OF CONTROL** on the courier's proof of delivery. Once signed, the Customer cannot make any objection regarding external characteristics.
- **Non-delivery:** If the recipient is absent, goods go into storage after 3 attempts. After 10 days of storage, goods are returned to the sender. If not collected within 5 working days from the first attempt, INES COMMERCE may terminate the contract, refunding the total minus delivery and return expenses.
- **Risk Transfer:** The risk of loss transfers to the Customer when the goods leave the warehouse and are handed to the first carrier.

10. Right of Withdrawal

- **Terms:** Pursuant to Art. 52 of the Consumer Code, only the **Consumer Customer** has the right to withdraw within **14 calendar days** from receipt of the Products without penalty and without specifying a reason.

- **Exclusions:** The right cannot be exercised for custom-made goods, sealed goods opened after delivery unsuitable for return due to hygiene/health protection, or goods inseparably mixed with others.
- **Procedure:** Send an e-mail to info@inescommerce.com specifying the products to return. Wait for return authorization and ship within 14 days to: INES COMMERCE, SALITA DEL FONDACO 4/10, 16123 GENOA - Italy.
- **Costs:** Shipping costs for returns are borne by the Consumer Customer.
- **Conditions:** The Product must be intact and returned in its original packaging, complete in all parts. If the returned product is damaged, a percentage will be deducted from the refund.
- **Refund:** INES COMMERCE will refund expenses (original purchase + delivery) via Bank Transfer within 14 days of the withdrawal notice, subject to receipt of the goods.

11. Warranties

- **Legal Guarantee:** In case of lack of conformity (defects, unsuitability for use, difference from description), the Legal Guarantee applies (Arts. 128 et seq. Consumer Code).
- **Duration:** INES COMMERCE is liable if the defect manifests within **two years** from delivery. The Customer must report the defect within **2 months** of discovery.
- **Remedies:** The Consumer may request repair or replacement at no cost, unless the chosen remedy is impossible or excessively expensive. Alternatively, a price reduction or contract termination may be requested in specific cases.
- **Professional Customers:** For Professional Customers, the provisions of the Civil Code (Arts. 1490 et seq.) apply.

12. Complaints

For any problem or anomaly, please contact the INES COMMERCE staff via e-mail at info@inescommerce.com.

13. Personal Data Processing

Customer data is processed compliant with privacy regulations (Legislative Decree 196/2003 and EU Reg. 679/2016) as specified in the privacy policy on the Site.

14. Copyright

All contents on www.inescommerce.com (texts, logos, images, graphics) are protected by Copyright and Trademark laws. Reproduction, even partial, is prohibited.

15. Jurisdiction

- **Consumer Customers:** Disputes are subject to the mandatory territorial competence of the place of residence or domicile of the Consumer Customer.
- **Professional Customers:** Disputes are under the exclusive jurisdiction of the **Court of Genoa**.

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