

# CONDITIONS OF SALE

S.O.D. S.r.l., with registered office in Empoli (FI) Via Amendola, 46, tax code and VAT reg. no. 06498130480, registered with the Register of Companies of Florence, no. 633471, and owner of website [www.sodgear.com](http://www.sodgear.com)

These general terms of sale ("General Terms") are governed by the Consumer Code (Legislative Decree no. 206/2005), section II Distance Contracts (articles 50 - 67) and the laws governing electronic trading matters (Legislative Decree no. 70/2003).

## 1) General Terms.

The section on the site called "How to purchase on-line" forms an integral part of the General Terms. The Customer is asked to print or keep the General Terms as preferred.

If there are changes to the General Terms, the General Terms published on the Website at the time the order is sent by the Customer shall apply to the order.

## 2) Offer to the public

The products and associated prices shown on the Website constitute an offer to the public in line with the procedures described in the General Terms and on the Website itself. The terms of that offer apply exclusively to purchases made on the Website.

The purchase contracts entered into on the Website are with S.O.D. S.r.l..

## 3) Prices

All the prices include VAT and the delivery charges are shown when the order is made.

International shipments delivered to or picked up from remote and less-accessible locations are assessed out-of-pickup-area surcharge.

Our team will inform you about these surcharges in few time .

The price shown on the Website when the order is made, it is the price that applies to the products, without considering any price changes offered before or afterwards.

## 4) Order

The Customer's order will be placed correctly if the Website does not show any error message.

The contract will be considered to have been agreed once S.O.D. S.r.l. receives the order. In that case, S.O.D. S.r.l. will acknowledge receipt of the order by sending an order confirmation email to the email address given by the Customer.

Orders for materials that are available in the warehouse will be processed within 5 working days, while orders for materials that are not in the warehouse will be processed within 30 working days.

## 5) Payment methods

Payment can be made online in accordance with the instructions given on the Website. At the same time as the order confirmation is given, the amount corresponding to the products acquired will be charged to the Customer.

## 6) Delivery methods and costs

S.O.D. S.r.l. issues invoices for the products purchased, sending them by email to the ordering party. It uses the information provided by the Customer to issue the invoice. The information cannot be changed after the invoice has been issued. The customer will pay the delivery charges which are clearly shown on the order ( please see details at our paragraph point 3 ). Specialised couriers will make the delivery within 12 (twelve) working days from the shipping date of the order for orders where the weight is less than 30 kg and overall measurements do not exceed approximately 150 cm.

S.O.D. S.r.l. will have no responsibility whatsoever if delivery is delayed.

If the customer does not collect the products within the time described above, the order will be automatically cancelled and the products returned to S.O.D. S.r.l.. In that case, the transport costs

shown when the order was made will be doubled (cost of sending and returning the goods) and will not be reimbursed to the Customer.

When the products are delivered, the Customer will have to check to ensure that the packaging is intact, undamaged, dry, and in any case distorted, including the closing materials (adhesive tape or metal straps).

If there is clear damage to the packaging and/or the product, the Customer may refuse delivery of the products which will be returned to S.O.D. S.r.l. without any charge to the Customer or conditional acceptance.

Once the delivery document has been signed, the Customer may not make any objections to the outside characteristics of the products delivered. Any problems regarding physical intactness, the correspondence or completeness of the products received must be promptly reported to S.O.D. S.r.l. to trigger the guarantee conditions.

## 7) Right of withdrawal

If the Customer is a consumer, he/she is entitled to the rights pursuant to article 64 of the Consumer Code to the extent provided by that law, and therefore has the right to withdraw from the purchase contract for any reason, without explanations or penalties, in accordance with the following.

The right to withdrawal is exercised by sending - within 30 (thirty) calendar days from the date of receipt of the products - a communication by registered letter with notice of receipt, to:

S.O.D. S.R.L.  
Via Amendola, 46  
50053 - Empoli - FI

Advance notice may be given of the communication - within the same timeframe - by telegram, email (to the address [info@sodgear.com](mailto:info@sodgear.com)) or fax (to 0571-72175) on condition that it is confirmed by registered letter with notice of receipt within the following 48 hours.

The communication of withdrawal must specify the wish to withdraw from the purchase and the product or products that he/she intends to exercise the right of withdrawal for, attaching a copy of the invoice. If the withdrawal is exercised by written communication, the product must be returned within 30 (thirty) calendar days from the date of its receipt, sending the product to the following address:

S.O.D. S.r.l.  
Via Amendola, 46  
50053 - Empoli - FI

However, the right to withdraw is subject to the following terms:

- the right applies to the individual products purchased in their entirety;
- the product acquired must be intact and returned in the original packaging, along with all its parts (including packing material and additional documentation);
- the delivery expenses for returning the product shown upon making the order, will be doubled (sending and return) and charged to the Customer;
- the Customer will be fully responsible for the delivery.

If the right to withdrawal has been properly exercised, S.O.D. S.r.l. will reimburse the Customer for the entire amount already paid within 30 (thirty) days from receipt of the notification of withdrawal. The amount reimbursed will not include shipping charges of the products.

## 8) Exchanging goods

The exchange of goods is subject to the following terms:

- the right applies to the individual products purchased in their entirety;
- the product acquired must be intact and returned in its original packaging, along with all its parts (including packing material and additional documentation);
- the additional shipping costs for the return and sending of the exchanged product will be borne by the Customer and will amount to double the shipping costs shown when the order was made;
- the Customer will be fully responsible for the delivery.

-This right may be exercised within 14 days from the date of receipt of the goods, and must be agreed with the Company by contacting customer service via email ( [info@sodgear.com](mailto:info@sodgear.com) ).

## 9) Customs duties

All costs relating to customs duties will be borne by the customer for:

- Shipment of goods;
- failure to withdraw the goods;
- return of the goods;
- exchanging the goods;

## 10) Guarantees

All the products sold by S.O.D. S.r.l. are covered by legal guarantees.

## 11) Processing personal data

Customer data is processed by S.O.D. S.r.l. in accordance with the law on the protection of personal data as specified in the disclosure provided in the "Privacy" section.

## 12) Communications

All communications may be addressed to S.O.D. S.r.l., at the addresses indicated above.

## 13) Jurisdiction

Disputes will be resolved before the Court that has jurisdiction in accordance with applicable laws.