

The following **Terms of Sale** have as object the sale of jewels through this website [www.ilmercantegioielli.it](http://www.ilmercantegioielli.it)

## **1 Items and sales**

**1.1** The jewels are sold directly by the company *Il Mercante Sas di Luigi Boccanfuso* with the registered office in Italy at Piazza Bovio 22, 80133 Naples, VAT 05507810637.

**1.2** The jewels are sold to the customer identified by the data given by e-mail/phone, or during the online purchase filling the order form, with simultaneous acceptance of the Terms of Sale.

The purchase contract is considered completed then *Il Mercante* receives the order form completed on the website or when a formal agreement is reached during the telephone or e-mail correspondence phase.

**1.3** All the jewels are presented through images made with modern photographic techniques and maximum meticulousness, in order to faithfully represent characteristics, colours and details. Minimal differences with respect to the real object are possible if observed live, for which *Il Mercante* is not responsible.

**1.4** It is forbidden to use fake names during the purchase process and during further communications. Every violation of this rule can be persecuted by *Il Mercante*.

**1.5** By accepting these Terms of Sale, *Il Mercante* is not responsible for any consequence produced by the creation of an incorrect tax document due to incorrect data given by the customer.

**1.6** *Il Mercante* reserves the right to refuse orders from a customer with whom there is an ongoing legal dispute relating to a previous order.

**1.7** *Il Mercante* reserves the right to refuse orders for any technical problems, of missing or out of stock, giving timely communication to the customer via e-mail.

## **2. Payment**

**2.1** *Il Mercante* accepts the following payment methods:

-bank transfer

Il Mercante Sas di Luigi Boccanfuso

IBAN: IT 66 Q 02008 39932 000062026154

BIC/SWIFT: UNCRITM1E91

Unicredit S.p.A. - Filiale di Ischia – Via Alfredo de Luca 45, 80077 Ischia(NA)

-credit card through the Paypal safe platform

**2.2** In no case can *Il Mercante* therefore be held responsible for any fraudulent and undue use of credit and prepaid cards by third parties.

## **3. Shipping and delivery**

**3.1** All shipments are insured and take place within three bank days from the moment the money paid is received by *Il Mercante*.

**3.2** *Il Mercante* is not responsible for any duty, convention or tax established by the legislation in force in the country of destination of the object.

## **4. Return policy**

**4.1** If to conclude the purchase is a Consumer, considered as such by art. 3 of the Italian Consumer Code "any natural person who acts and buys for purposes unrelated to commercial, craft or professional business carried out", he has the right to withdraw from the contract concluded with the Seller, "natural or legal person acting in the exercise of his business, commercial, craft or profession, or his intermediary ", without any penalty and without specifying the reason, communicating it to the Seller within the period of 14 days (Articles 52 ss.2 and 53 of the Consumer Code), from the day on which the Consumer acquires physical possession of the purchased goods. The right of withdrawal is correctly exercised if the communication relating to its exercise is sent by the Consumer before the withdrawal period has expired.

**4.2** The products must be returned in their entirety, in their original packaging and undamaged. If the right of withdrawal is exercised correctly, the seller is required to reimburse all payments made by the consumer, possibly including delivery costs, within fourteen days from the day on which he is informed of the consumer's decision to withdraw from the contract pursuant to Article 54 of the Italian Consumer Code, using the same means of payment used by the consumer for the initial transaction, unless the consumer has expressly agreed otherwise and on condition that the latter does not incur any costs as a consequence of the reimbursement. The professional is not required to reimburse the additional costs if the consumer has expressly chosen a type of delivery different from the less expensive type of delivery offered by the trader.

**4.3** Unless the Seller has offered to collect the goods himself, he may withhold the reimbursement until he has received the goods or until the consumer has demonstrated that he has returned them, whichever situation occurs first.

**4.4** The Consumer supports the direct cost of returning the goods and is only responsible for the diminished value of the goods resulting from the handling of the goods other than what is necessary to establish their nature, characteristics and functioning.

## **5. Credit**

Within 30 days of purchase, the customer has the right to opt for the return of the product, with the simultaneous conversion of the price paid into a credit that can be used within one year from the return date.

## **6. Contact**

For any information request, *Il Mercante* is available and can be contacted at the following e-mail addresses: [info@ilmercantegioielli.it](mailto:info@ilmercantegioielli.it) - [luigiboccanfuso@live.it](mailto:luigiboccanfuso@live.it), or at the following address: corso Vittoria Colonna 185, 80077 Ischia, (Italy), +39 081 991971.

## **7. Applicable law**

These *Terms of Sale* are governed by Italian law and must be interpreted on the basis thereof, without prejudice to any other prevailing mandatory rule of the country of habitual residence of the customer. Consequently, the interpretation, execution and termination of the *Terms of Sale* are subject exclusively to Italian law and any disputes concerning and / or consequent to them must be resolved exclusively by the Italian jurisdiction.

## **8. Change and update**

*Il Mercante* may make changes or amendments to these *Terms of Sale* at any time and will be effective

from the date of publication on the website. Therefore, the customer is required to accept only the *Terms of Sale* in force at the time of purchase.