

# GENERAL SALES TERMS & CONDITIONS

## Introduction

The offer and sale of products on the site Thermoglance.com are regulated by these Terms and Conditions.

The products purchased on Thermoglance.com are sold directly by Asola Vetro Srl ("the Seller"), registered office at Via Mantova 121, 46041 Asola (MN) Italy, Iscr. Reg Imp 175604, P. VAT no. 01694140201

To get all the information needed to purchase it is recommended to visit the section Buying Guide to find information about orders, shipping and return of products purchased on Thermoglance.com. It is possible to request any further information through our services by contacting Customer Service. It is always possible to contact the seller via e-mail to the following email address: [info@thermoglace.com](mailto:info@thermoglace.com)

For any other legal information, please consult the following sections: Legal Notes, Privacy Policy and Right of withdrawal.

## 1. Our trade policy

1.1 The Seller offers products for sale on Thermoglance.com the products and carries out its e-commerce activities exclusively towards to its users who are "consumers".

1.2 In view of its commercial policy, the Seller reserves the right not to accept orders from anyone other than the "consumer", by persons under 18 years old, or at least to orders that do not comply with its trade policy.

1.3 These General Conditions of Sale exclusively regulate the offer, transmission and acceptance of purchase orders relating to products on Thermoglance.com between users of Thermoglance.com and the Seller.

1.4 The General Conditions of Sale do not regulate the supply of services or the sale of products by persons other than the Seller that are on Thermoglance.com through links, banners or other hypertext links. It is recommended that, before placing orders and purchasing products and services from persons other than the Seller, to check their conditions of sale, because the seller is not responsible for the provision of services by third parties other than the Seller or the conclusion of transactions of e-commerce between Thermoglance.com users and third parties.

## 2. How to conclude a contract with the Seller

2.1 To conclude the purchase of one or more products on Thermoglance.com, you must fill in the order form in electronic format and send to the Seller via computer, following the relevant instructions.

2.2 The order form contains a link to these General Conditions of Sale and the information on the right of withdrawal and a summary of information on the characteristics of each product ordered and the corresponding price including all fees and taxes, of means of payment that you can use to purchase each product and the method of delivery of products purchased, the cost of shipping and delivery, the conditions for exercising the right of withdrawal and the procedures and deadlines for the return of products purchased.

2.3 The contract is concluded when the seller receives, via computer, the order form, after verifying the correctness of the data and accepts it by sending a confirmation.

2.3.1 ATTENTION: Using PayPal, the goods will be sent automatically and without further requests, to the

address indicated in the details of the transaction. Please check the shipping address that you have set in your Paypal account.

2.4 Prior to the purchase of products by transmitting the order form, you will be asked to carefully read the General Conditions of Sale and the information on the right of withdrawal, to print a copy using the print option and to save or reproduce a copy for personal use.

2.5 The order form will be stored in our database for the period of time required to process your order and as provided by law.

2.6 Before submitting the order form, will also be required to identify and correct any errors in data entry.

2.7 After the contract, the Seller will take charge of the purchase order.

2.8 The Seller shall not go forward the purchase orders that do not give sufficient guarantees of solvency or which are incomplete or incorrect, or in the event of unavailability of products. In such cases, we will inform by e-mail that the contract is not concluded and that the Seller has not responded to the purchase order specifying the reasons. If the products presented on Thermoglance.com are no longer available for sale at the time of your last access to the site, that is sending the order form, the Seller will notify you promptly and in any event within thirty (30) days from the day following that on which you will be sent the order to the Seller, the unavailability of the ordered products. In case of forwarding the order form and payment of the price, the seller will refund the amount already paid.

2.9 By sending the order form, you accept unconditionally and there is a commitment to observe the relationship with the seller, these General Conditions of Sale. If you do not agree with any of the terms set forth in the General Conditions of Sale, please do not submit your order form for the purchase of products on Thermoglance.com.

2.10 By submitting the order form, you confirm that you agree and accept the General Conditions of Sale and additional information contained in Thermoglance.com, also through links , including the Privacy Policy section on the right of withdrawal.

2.11 The contract, the Seller shall send by e-mail, a receipt of purchase, containing the information already contained in the order form (refer to General Conditions of Sale and information on the right of withdrawal, the information relating to essential characteristics of the product and detailed indication of the price, terms of payment, the right of withdrawal and delivery costs).

### **3. Guarantees and indication of prices of products**

3.1 The Seller does not sell used products, irregular or inferior to the corresponding market standards.

3.2 The main characteristics of products are shown on Thermoglance.com within each product page. The Images and colors of the products offered for sale on Thermoglance.com may not exactly correspond to the real effect of the Internet browser or monitor used.

3.3 The prices of products may be subject to change. Make sure the final price of sale before sending the relevant order form.

3.4 All products have an identification tag attached with a disposable seal. It requires you to remove the label/tag or seal from the purchased products, which are an integral part.

3.5 The goods are always shipped with insurance and the Buyer, if receive the pack damaged or there is suspect of this, must refuse the shipment and write reason on the connote of courier.

### **4. Payments**

4.1 For the payment of the product prices and relevant shipping costs and delivery, you can follow one of the procedures indicated on the order form.

4.2 In case of payment by credit card, financial information (for example, the number of credit card/debit card or expiration date) will be sent by encrypted protocol to the Bank in which we trust or other banks, that provide its electronic payment services at a distance, without third parties in any way have access. Such information will never be used by the Vendor except for performing the procedure relevant to your purchase, following the exercise of your right of withdrawal, or if it becomes necessary to prevent or report to the police the commission of fraud Thermog lance.com.

## 5. Customer Care

It's possible to request any information through our services by contacting Customer Service.

## 6. Right of withdrawal

6.1 The buyer has the right to terminate its contract with the Seller, without any penalty and without specifying the reason, within fourteen (14) working days from the day of receipt of goods purchased on Thermog lance.com.

6.2 To cancel the contract you must send e-mail to Customer Service Thermog lance.com.

6.3 In this case, you must return the goods to the seller handed over to the carrier for shipment within fourteen (14) working days from the day you have received the products.

6.4 The only costs are those borne by the buyer to return the purchased products.

6.5 The return right – besides compliance with the terms and conditions described in paragraphs 6.1, 6.2, 6.3 and 6.4 – is exercised properly if they are fully met the following conditions:

the right of withdrawal must be properly exercised within fourteen (14) working days of receipt of goods;

the products must not have been used or damaged;

the tag/label must still be attached to the products as an integral part of the property;

Products must be returned in their original packaging that must not be open;

Products must be delivered to the shipping company within fourteen (14) working days from the date you received the products.

6.6 If the return right is exercised in conformity with the procedures and terms specified in this section 6, the Seller shall refund the amounts paid for the purchase of products in accordance with the procedures and deadlines.

6.7 Refunds will be made as quickly as possible and in any event within thirty (30) days from the date on which the Seller became aware of the right of withdrawal, will deal with the refund procedure, once verified the proper execution of the terms and conditions set out above, as indicated in section 7.

6.8 If you do not comply with the procedures and time limits for the exercise of your right of withdrawal, as specified in this section 6, shall not be entitled to reimbursement of sums already paid to the seller, but you shall be entitled, at your own expense, the products in the state in which they were returned to the Seller. Otherwise, the seller is entitled to keep the products in addition to sums already paid for their purchase.

6.9 The address for the return of products is:

Asola Vetro Srl, Via Mantova 121  
46041 Asola (MN) Italy  
info@thermog lance.com  
+39 0376 710310

## **7. Timing and mode of repayment**

7.1 After the return of products, the Seller shall check the conformity about the terms and conditions set out in section 6. In the event that the checks are successfully concluded, the Seller will send, via e-mail, confirming the acceptance of the returned products.

7.2 Whatever the mode of payment used, the refund is triggered by the Seller, in the shortest time possible and in any case within thirty (30) days from the date on which the Seller is aware of the exercise of the right of cancellation after verification of proper implementation the right of withdrawal and acceptance of returned products.

7.3 If there is a correspondence between the consignee of the goods specified in the order form and who has made the payment of sums due for their purchase, the refund of amounts in the event of exercise of the right of withdrawal, will be performed by the Seller, in any case, against those who made the payment.

## **8. Privacy**

The information relating to the processing of personal data are available by going to the Privacy Policy.

## **9. Applicable law and settlement of disputes**

The General Conditions of Sale are governed by Italian law and in particular by Legislative Decree 206 of September 6, 2005, on the code consumer, with specific reference to rules on distance contracts and by Legislative Decree No. 70 of 9 April 2003 certain aspects of electronic commerce.

Pursuant to and for the purposes of art. 14 of EU regulation n.524/2013, we inform consumers residing in countries belonging to the European Union that for the resolution of disputes relating to this contract and the online services offered by this site, there is the possibility of resorting to the procedure of Online Dispute Resolution (ODR), provided by the European Commission, and accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

In compliance with the provisions of the aforementioned legislation, we also inform you that the e-mail address of Asola Vetro Srl is [info@thermoglance.com](mailto:info@thermoglance.com)

## **10. Amendments and updates**

The General Conditions of Sale may be amended from time to time in consideration of possible regulatory changes. The new General Conditions of Sale shall be effective from the date of publication of [Thermoglance.com](http://Thermoglance.com).