

Terms and conditions – PDF version

Azienda Agrituristica Montemenardo di Austeri Gabriele, registered office in Frazione Pesciano, 59 - 06059 Todi (PG), VAT NUMBER 02768610541 and is registered in the Perugia Register of Businesses e REA n. PG – 240109 (Montemenardo) is the owner of the website www.montemenardo.it, info@montemenardo.it

1 Acceptance of the general sales conditions

1.1 The contract between Montemenardo and the customer is to be understood as concluded when Montemenardo accepts the order, or part of the order. This acceptance is held to be tacit. By placing an order in the various possible ways, the customer declares that he or she has read all the information provided during the purchasing process and that he or she accepts the general conditions and the payment conditions written out below in their entirety.

1.2 Once the online purchase procedure has been completed, it is the responsibility of the Customer or consumer to print, save an electronic copy of, or in some way keep these general sales conditions, in accordance with the provisions of articles 3 and 4 of Italian Legislative Decree 185/199 on distance selling.

1.3 Any right of the Customer to indemnity or compensation for damages, as well as any contractual or non-contractual responsibility for direct or indirect damages to persons and/or property caused by an order not being accepted, even partially, is excluded.

2 How to buy

2.1 The Customer can only buy products that are listed in Montemenardo' electronic catalogue at the time the order is placed and that can be seen online at the internet address www.montemenardo.it.

2.2 Montemenardo confirms that the order has been correctly received by sending an email to the email address given by the Customer. This confirmation message will contain the Date and Time the order was placed and a "Customer Order Number", which should be used in any further communication with the staff of Montemenardo. The message contains all the details given by the Customer. It is the responsibility of the Customer to check that they are correct and to communicate any necessary corrections promptly as described in this document.

2.3 In the event that the order is not accepted, the Montemenardo staff guarantee that the Customer will be informed of this promptly.

3 Prices

All prices indicated to the end customer on www.montemenardo.it should be understood as INCLUDING VAT. The prices of the products may change without prior warning.

4 Images

The images accompanying the product descriptions are solely for illustrative purposes to give a better idea of the various colours. The images of the products advertised may be perfectly representative of their features but differ in the colour, size, and accessories shown in the figure.

5 Payment methods

5.1 Credit card – NOT AVAILABLE AT THE MOMENT

If the Customer pays by Visa or Mastercard Credit Card or enabled Maestro cashcard, at the same time as the online transaction is concluded, the relevant bank will authorise only the commitment of the amount corresponding to the purchase made. The amount corresponding to dispatched goods, including partially dispatched goods, will actually be debited to the Customer's credit card only when the goods are dispatched from our warehouse. In the event that the order is cancelled, either by the Client or if it is not accepted by Montemenardo, then at the same time, our staff will request the transaction be cancelled and the committed amount be released. How long this release takes depends solely on the banking system and it can take up to their natural expiration date (24 days from the date of authorisation). Once the transaction has been cancelled, Montemenardo cannot under any circumstances be held responsible for any direct or indirect damage caused by a delay in the release of the committed amount on the part of the banking system. In the event that the Customer's order is dispatched after the 23rd day from the date it was placed, Montemenardo will debit the amount owed to it to the Customer's credit card, even if this is before the goods are delivered, in order to avoid the expiration of the transaction authorisation (24 days). Montemenardo reserves the right to request additional information from the Customer (e.g. landline number), or to request that a copy of documents proving the ownership of the Card be sent. If these documents are not sent, our staff reserve the right to not accept the order. Montemenardo cannot find out the buyer's credit card information at any time during the purchase process. This information is transmitted via a protected connection directly to the site of the bank managing the transaction. Montemenardo does not store this information in any computer archive. Therefore, Montemenardo can under no circumstances be held responsible for any fraudulent or improper use of the credit card by third parties when the payment for products purchased on www.montemenardo.it is made.

5.3 Cash on delivery

Payment is made in cash to the courier who delivers the goods. The service is active only on certain shipping modes.

5.3 Paypal – NOT AVAILABLE AT THE MOMENT

If goods are paid for using PayPal, then at the same time as the online transaction is concluded, PayPal will immediately debit the amount corresponding to the purchase made.

5.4 Bank transfer. The goods will be delivered only after reception of the payment to be done by the client within 5 days from the order finalization. The payment is to be made at the following bank coordinates: AZIENDA AGRITURISTICA MONTEMENARDO DI AUSTERI GABRIELE - IBAN: IT84P0306938701100000003651 - BIC: BCITITMM – BANCA INTESA SANPAOLO, FIL. TODI VIA TIBERINA, 64 06059 TODI -PG, reason for payment: "ONLINE ORDER NUMBER: (insert order number).

If Montemenardo does not receive the payment within the terms the order will be cancelled. When Montemenardo will receive notice of the payment, Montemenardo will notify the client, and the order will be shipped within 30 days.

6 Delivery methods, costs and reports to customer care

6.1 Montemenardo can only accept orders to be delivered in Italy. The order will be processed in approx. 5-7 business days, shipping times are 3-7 business days.

6.2 For every order it will be issued an invoice, therefore the client must give their "codice fiscale", along with name, surname, address.

6.3 The costs of delivery are charged to the Customer and are clearly stated when the order is placed. The goods will be paid for by the Customer using the payment method selected when ordering. The Customer does not owe anything more than the order total indicated when the purchase procedure is completed.

6.4 Montemenardo cannot be held in any way responsible in the event that there is a delay in dispatching or delivering the order.

6.5 When the goods are delivered by the courier, it is responsibility of the Customer to check that the packaging, including the sealing material (adhesive tape and/or strapping) is intact, not damaged, wet, or otherwise altered. The Customer must claim the courier who makes the delivery about any damage immediately. Once the the courier's document has been signed, the Customer may no longer raise any objections to the outer packaging of the items delivered. Any problems relating to the physical integrity, correspondence, or completeness of the product must be strickly communicated within 15 days of delivery, as described in this document.

6.6 In the event that items that are held in the courier's warehouses due to repeated unsuccessful delivery attempts to the delivery address given by the Customer when placing the order are not collected within 5 working days, the order will be automatically cancelled.

7 Product availability

Only products that are available in stock can be ordered on www.montemenardo.it. In some cases the availability of the item cannot be 100% guaranteed. In the event that one or more items ordered are not immediately available to be shipped, it will be up to our staff to choose to proceed with one of the following solutions, depending on the what the order contains and how long restocking is expected to take:

- Immediately dispatch the items that are available and send any missing items as soon as they are available again, without charging any extra shipping costs.
- Contact the Customer so that he or she can choose whether to receive all the items together, delaying the dispatch of the order, or to cancel the products that are not immediately available from the order.

8 Right to withdraw

8.1 Pursuant to article 5 of Italian Legislative Decree 185/1999, if the customer is a consumer (that is, a natural person who buys the goods for purposes not related to his or her professional activities, that is, who does not make the purchase indicating a VAT number on the Montemenardo order form), then he or she has the right to withdraw from the purchase contract for any reason, without needing to provide an explanation and without incurring any penalty, except as indicated under point 8.3 below.

8.2 To exercise this right, the customer must notify Montemenardo within 10 working days of receiving the goods. This notification must be sent by registered letter with advice of delivery, addressed to:

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or by pec certified email: info@pec.montemenardo.it, still sent within the aforementioned deadline of 15 days. Once the above-mentioned notification of withdrawal has reached us, Montemenardo Customer Services will communicate to the Customer the instructions on how return the goods, which must be done within the next 48 hours.

8.3. The right to withdraw is, however, subject to the following conditions:

- the right applies to the purchased product in its entirety;
- it is not possible to exercise the right to withdraw only on part of the product purchased;
- the item purchased must be intact and returned in its original packaging, including all its parts;
- by law, the shipping costs for returning the item are incurred by the customer;
- the shipping, until the item is received in our warehouse, is under the total responsibility of the customer;
- in the event that the goods are damaged during transit, Montemenardo will inform the customer of the incident (within five days of receiving the goods in its warehouses) so that the customer can lodge a complaint against the courier chosen by the customer in time and obtain a refund of the value of the goods (if insured). In this case, the product will be made available to the customer for his or her repayment, and the request to withdraw will be cancelled at the same time.
- Montemenardo is not in any way responsible for damage or theft/loss of goods returned via non-insured shipping. When it arrives at the warehouse, the product will be examined to assess any damage or tampering not caused during transit. In the event that the returned product is damaged, Montemenardo will retain a percentage of the refund as a contribution towards restoration costs.

8.4 With the exception of any restoration costs for verified damage to the original packaging, Montemenardo will refund the customer the total amount already paid for the goods (excluding shipping costs) via Bank Transfer within 14 days of receiving the returned goods. It will be the responsibility of the customer to promptly provide the details of the bank account to which the refund should be paid (name, surname, account holder, IBAN code).

8.5 The right to withdraw is completely forfeited due to failure to fulfil the essential condition of integrity of the goods (packaging and/or contents), in the event that Montemenardo ascertains that:

- integral parts of the product are missing;
- the product has been damaged other than in transit.

In the event that the right to withdraw is forfeited, Montemenardo will return the purchased goods to the sender and charge the sender for the shipping costs.

9 Guarantees

Products purchased on www.montemenardo.it are subject to the regulations, in as far as they are applicable, stipulated by Italian Legislative Decree 2.2.2002 no. 24 (Official Gazette no. 57, 8.3.2002) on sales contracts and guarantees regarding consumer goods, and, in as far as is not provided for therein, to the specific provisions on the subject in the Italian Civil Code.

This guarantee shall apply to products with conformity defects and/or faults that were not identifiable at the time of purchase, as long as the product itself is used correctly and with due diligence, i.e., for its proper purpose and as indicated by any technical documentation, observing any operational rules therein.

The aforementioned guarantee will not, on the other hand, be applicable in the event of carelessness, negligence in the use or maintenance of the product, or improper use. The guarantee is personal and thus only applicable to the original buyer, since it is reserved for direct customers and not retailers, dealers, etc.

Any anomalies in the manufacture of the products must be communicated within 15 days of receiving the goods. The customer must attach the written communication when he or she sends the faulty product back.

In order to be replaced, when it is sent back to Montemenardo the product, although faulty, must be complete with all its packaging, all the accessories, and the documentation received by the customer at the time of purchase. If the product is returned without the original packaging, accessories, and documentations listed above, Montemenardo is unable to obtain a replacement product from the manufacturer and the product cannot be replaced.

Montemenardo reserves the right to verify that the product is in fact faulty as claimed by the customer and to only provide a replacement after this check has been carried out. The request will only be dealt with only if the returned package contains the following documents: a copy of the purchase invoice or cash on delivery payment receipt, the number and date of the order, and a brief description of the fault found. The costs of returning the goods to the sender are to be born by the Customer.

10 Privacy

[Click here to read the privacy policy.](#)

11 Copyright

All contents of www.montemenardo.it, including text, documents, trademarks, logos, images, graphics, and their arrangement and layout are protected by copyright legislation and trademark protection legislation (Italian Act 22 of April 1941, no. 633 and subsequent amendments, and Italian Royal Decree no. 929 of the 21st June 1942 and subsequent amendments) and are covered by copyright. The website www.montemenardo.it may also contain images, documents, logos, and trademarks of third parties who have expressly authorised Montemenardo S.r.l. to publish them. The reproduction, even partial, of the contents, texts, documents, trademarks, logos, images, and graphics is prohibited. Any abuse will be prosecuted in accordance with the applicable laws.

12 Claims

12.1 Any claim must be directed to:

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Claims made by email or the contact form on the website are not accepted or considered valid.

12.2 If you have experience any problems or issues, please contact the Montemenardo staff via the relevant section of the website before resorting to a claim. In nearly or cases, any problem or disagreement can be resolved in a few hours.

13 Applicable legislation

The sales contract between the Customer and Montemenardo is understood to be concluded in Italy and is governed by Italian Law. The exclusive regional jurisdiction for resolving any civil or criminal dispute deriving from the conclusion of this sales contract is held by the Court of Spoleto.

14 Further remarks

Montemenardo believes in the quality of its products and tries to offer the best quality of ingredients on the market. Having said this, please note the following:

- check that you are not allergic to any of the ingredients of the products before applying them;
- Montemenardo cannot be held responsible for any reacts to ingredients of the products sold;
- none of our products should be used as a substitute for medical or clinical treatments or therapies;
- the information published on www.montemenardo.it should not be understood as treatments or therapies and should not in any way be considered as such;
- the advice given on www.montemenardo.it or provided by Customer Services is for informational purposes and is not intended to replace the opinion of a doctor;
- if you have any doubts, please consult your doctor. Montemenardo declines any responsibility for any misuse of the information provided on this website.

Purchasing any item on www.montemenardo.it entails the acceptance of all terms and conditions listed thus far.

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