

# General Conditions of Sale

With the consent of the data on this web page, these general conditions of sale of products and services are signed.

The sale of products implies the sale of tangible goods which will actually be transported from the place of production to the user's home.

## ART. 1 - GENERAL PROVISIONS

1. The user navigating in this area accesses [www.shantj-om.com](http://www.shantj-om.com), accessible via the url: <https://it.shantj-om.com/>.
2. Browsing and transmitting a purchase order on the site implies acceptance of the Conditions and Data Protection Policies adopted by the site indicated therein.
3. These General Conditions of Sale apply to the sale of products with exclusive reference to purchases made on the site in accordance with the provisions of Part III, Title III, Chapter I, Consumer Code (Legislative Decree no. 206/05 modified by Legislative Decree no. 21/14 and Legislative Decree 70/03) by the Company:  
Luisa Fortuny di Fortuni Luigia Registered office: Via Enrico fermi 8 / A Trebaseleghe, 35010 Padova- Italy VAT number: 02306770286
4. The user is required, before accessing the products provided by the site, to read these General Conditions of Sale which are generally and unequivocally accepted at the time of purchase.
5. The user is invited to download and print a copy of the purchase form and these General Conditions of Sale, the terms of which Shantj-Om reserves the right to modify unilaterally and without notice.

## ART. 2 - OBJECT

1. These General Conditions of Sale govern the offer, forwarding and acceptance of purchase orders for products on Shantj-Om and do not, however, govern the supply of services or the sale of products by different subjects by the seller who are present on the same site through links, banners or other hypertext links.
2. Before placing orders and purchasing products and services from subjects other than those treated on the Shantj-Om website, we suggest that you check their conditions of sale.

## ART. 3 - CONCLUSION OF THE CONTRACT

1. To conclude the purchase contract, it will be necessary to fill in the form in electronic format and send it following the relative instructions.
2. It contains the reference to the General Conditions of Sale, the images of each product and its price, the means of payment that can be used, the delivery methods of the products purchased and the relative shipping and delivery costs; methods and times for returning the purchased products.
3. Before concluding the contract, you will be asked to confirm that you have read the General Conditions of Sale including the Information on the right to exchange the product if it is not compliant and the processing of personal data.
4. The contract is concluded when the seller receives the form filled in by the user, after verifying the correctness of the data contained therein.
5. The buyer will be obliged to pay the price from the moment the online order forwarding procedure is completed. This will be done by clicking on the "Checkout" button at the end of the wizard.
6. Once the contract is concluded, the seller takes charge of the order for its fulfillment.

#### **ART. 4 - REGISTERED USERS**

1. In completing the registration procedures, the user undertakes to follow the instructions on the site and to provide their personal data in a correct and truthful manner.
2. Once registered, the user will receive a confirmation email in the email provided by them, to register the email in the Shantj-Om database. Confirmation must be communicated within 7 days at the latest. After this period, in the absence of confirmation, Shantj-Om will be released from any commitment to register the user's email in the company database.
3. The confirmation will in any case exempt Shantj-Om from any responsibility regarding the data provided by the user. The user undertakes to promptly inform Shantj-Om of any variation of their data at any time communicated.
4. If the user then communicates inaccurate or incomplete data or even if there is a dispute by the interested parties about the payments made, Shantj-Om will have the right not to activate or suspend the service until the related shortcomings.
5. On the occasion of the user's first request to activate a profile, Shantj-Om will assign the same username and password. The latter recognizes that these identifiers constitute the system for validating the user's access to the Services and the only system suitable for identifying the user that the acts performed through such access will be attributed to them and will have binding effect towards them.
6. The user undertakes to maintain the secrecy of their access data and to keep them with due care and diligence and not to transfer them, even temporarily, to third parties.

#### **ART. 5 - PRODUCT AVAILABILITY**

1. Product availability refers to actual availability at the time the buyer places the order. This availability must however be considered purely indicative because, due to the simultaneous presence on the site of multiple users, the products could be sold to other customers before confirming the order.
2. Even after sending the order confirmation e-mail, there may be cases of partial or total unavailability of the goods. In this case, the order will be automatically corrected with the elimination of the unavailable product and the buyer will be immediately informed via e-mail.
3. It is NOT possible for the buyer to cancel the order.

#### **ART. 6 - PRODUCTS OFFERED**

1. Shantj-Om, invents, designs, creates, manufactures its products **UNIQUE CONCRETE WORK OF ITS INGENUITY**: clothing made of natural and regenerated fabrics for yoga, meditation and leisure sessions.
2. The offer is detailed on our site at the link: [www.shantj-om.com](http://www.shantj-om.com)

#### **ART.7 - METHODS OF PAYMENT AND PRICES**

1. The price of the products will be that indicated from time to time on the site, except where there is an error. It is clear that it does not depend on will but on normal human error, which can be fixed as soon as one has the vision.
2. In the event of an error, Shantj-Om will notify the buyer as soon as possible, allowing the order to be confirmed at the right amount. In any case, Shantj-Om will not be obliged to supply what is sold at the lower price incorrectly indicated.
3. The prices of the site include VAT and do not include shipping costs. Prices are subject to change at any time. The changes do not affect orders for which an order confirmation has already been sent.
4. Once the desired products have been selected, they will be added to the cart. It will be sufficient to follow the instructions for the purchase, entering or verifying the information requested in each step of the process. Order details can be changed before payment.
5. Payment can be made by: -credit card -paypal

## **ART. 8 - DELIVERY**

1. Shantj-Om carries out shipments throughout Italy and abroad.
2. Shantj-Om will make deliveries to the user's home, provided at the time of purchase, or where it is more appropriate for the customer.
3. Delivery is generally made within 10 days, or, if no delivery date is specified, within the estimated deadline at the time of selecting the delivery method and, in any case, within a maximum period of thirty days from the date of delivery confirmation.
4. If delivery is not possible, the order will be sent to the warehouse. In this case, a notice will specify the place where the order is located and how to agree on a new delivery.
5. If you are unable to be present at the place of delivery at the agreed time, we ask you to contact us again to agree on a new delivery date, at the email address: shantjom@gmail.com
6. If the delivery cannot be place for reasons not attributable to us after 30 days from the date on which the order is available for delivery, we will assume that we intend to terminate the contract.
7. As a result of the termination the amounts will not be returned but a product exchange with one of the same value is allowed with the exclusion of any additional costs deriving from the choice of a delivery method other than the ordinary method offered without undue delay and, in in any case, within 30 days from the date of termination of the contract. The transport resulting from the termination of the contract may have additional costs that will be borne by the buyer.
8. Shipping costs are ALWAYS charged to the buyer and are explicitly highlighted at the time the order is placed.

## **ART. 9 - PASSING OF RISK**

1. The risks relating to the products will be borne by the buyer from the moment of delivery to the exit from the warehouse. The ownership of the products is considered acquired as soon as the complete payment of all amounts due in relation to the same, including shipping costs, is received, or at the time of delivery, if this occurs at a later time.

## **ART. 10 - WARRANTY AND COMMERCIAL COMPLIANCE**

1. The seller is responsible for any defect in the products offered on the site, including the non-compliance of the items with the products ordered, in accordance with the provisions of Italian law.
2. If the buyer has entered into the contract as a consumer or any natural person who acts on the site for purposes unrelated to any business or professional activity carried out, this warranty is valid provided that the defect occurs within 7 days from delivery date of the products; that the buyer presents a formal complaint regarding the defects within a maximum of 7 days from the date on which the defect was recognized by the latter; that the online return form is correctly filled in.
3. In case of non-conformity, the buyer who has entered into the contract as a consumer will have the right to obtain the restoration of the conformity of the products free of charge, by repair or replacement.

## **ART. 11 - RETURN WITH EXCHANGE**

1. In accordance with the legal provisions in force, the buyer has the right to change from the purchase and specifying the reason, within 7 days pursuant to apply part of the paragraphs art. 57 of Legislative Decree 206/2005 starting from the date of receipt of the products.
2. In the case of multiple purchases made by the buyer with a single order and delivered separately, the 7-day term starts from the date of receipt of the last product.
3. The user who intends to exercise the right of return with exchange must notify Shantj-Om by means of an explicit declaration, which can be sent by registered letter with return receipt to the address: Shantj-Om, via Enrico Fermi 8 / A, 35010 Trebaseleghe- Padova, Italy

4. The buyer must exercise the right of withdrawal also by sending any explicit declaration containing the decision to withdraw from the contract or alternatively transmit the standard withdrawal form, as per Annex I, part B, Legislative Decree 21/2014 not obligatory.
5. The goods can be returned to any Shantj-Om store or collection point in Italy, as indicated on the web page at the time of purchase and agree on product change.
6. The goods must be returned intact, in the original packaging, complete in all its parts and complete with the attached tax documentation. Without prejudice to the right to verify compliance with the above, the site will exchange the product of equivalent value within a maximum period of 14 days, including any shipping costs.

#### **ART. 12 - DATA PROCESSING**

1. The buyer's data are processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the appropriate section containing the information pursuant to art. 13 EU Regulation 2016/679 (Privacy Policy).
2. The data will be stored at the offices of the operational headquarters of Studio Shantj-Om and will be accessed only by people who collaborate with it, under the supervision of the "good father of a family" operation by the operators appointed by the parent company.
3. They may also be processed by employees or collaborators of other offices operationally connected to Studio Shantj-Om in order to be able to develop products and projects of various kinds, such as credit institutions, consultants and freelancers, individuals or associates and public authorities.
4. We wish to inform you that Legislative Decree no. 196 of 30 June 2003 ("Code regarding the protection of personal data") provides for the protection of persons and other subjects regarding the processing of personal data.
5. According to the indicated legislation, this treatment will be based on principles of correctness, lawfulness and transparency and protection of your privacy and your rights.
6. Pursuant to Article 13 of Legislative Decree no. 196/2003, therefore, we provide you with the following information:
7. The data you provide will be processed with the aim of being able to issue a receipt or regular tax invoice to declare to the Italian State the economic-commercial-professional transaction, which has taken place, and be in compliance with taxes.
8. They can be used to fill in the cards inside our company that allow the cataloging and registration of this creative stylistic activity.
9. They may be used to send advertising material for promotional purposes for this activity.
10. The processing will be carried out in the following ways: manual, paper, computerized, social, web, and more, always respecting proper use.
11. The data will not be disclosed to other subjects, nor will it be disseminated for any reason for other purposes, except for the specific request to the person concerned, if useful and necessary for both other parties.

#### **ART. 14 FORCE MAJEURE:**

Neither party is responsible for any total or partial problem of the GOOD END result due to circumstances beyond its control and that, at the time of execution of these Conditions of sale there may be problems that may not be reasonably anticipated, such as: fire, flood, earthquake, war, strike, boycott and so on.

A certificate issued by the Chamber of Commerce or other Authority within the relevant country will be sufficient proof of Force Majeure.

#### **ART. 15 - CONTACTS**

1. Any request for information can be sent by email to the following address [Shantjom@gmail.com](mailto:Shantjom@gmail.com), by telephone to the following telephone number: +39.338.599.1965, and by post to the following address: Shantj-Om via Enrico Fermi 8 / A, 35010 Trebaseleghe, Padua ITALY

#### **ART. 16 - APPLICABLE LAW AND COMPETENT COURT**

1. These General Conditions of Sale are governed by Italian law and interpreted on the basis of it. Consequently the interpretation, execution and termination of the General Conditions of Sale are subject exclusively to Italian law.
2. Any disputes inherent and / or consequent to the same must be resolved exclusively by the Italian judicial authority. In particular, if the buyer qualifies as a Consumer, any disputes must be resolved by the Court of Padua, the competent court of the Shantj-Om domicile according to the applicable law.

These conditions were drawn up on: 29 December 2020