

ERCOLE 1958 Terms and condition of Sales

This page (together with the documents referred to in it) are the terms and conditions on which we supply any of the products ("Products") listed on our website www.ercole1958.com ("our site"). Please read these terms and conditions carefully before ordering any Products from our site in addition to our Privacy policy and our Cookie policy which tell you how we use your personal information.

By ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

Use of our site

Your use of our site is governed by our [Terms of website use](#).

How we use your personal information

We only use your personal information in accordance to our [Privacy Policy](#).

The products

The images of the products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the products. Your products may vary slightly from those images.

Although we have made every effort to be as accurate as possible and particularly where the products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

All products shown on our site are subject to availability. When a product is out of stock it usually takes 2 weeks for restocking.

Placing an order

By placing an order on this Website, you confirm that you have read these terms and conditions and the [Privacy policy](#), and that you agree to them. By placing an order, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are a 'consumer' (being an individual purchasing the products outside the course of his or her business or trade);
- (c) you are at least 18 years old.

After placing an order, you will receive an e-mail acknowledging that we have received your order with your order number. Please note that this does not mean that your order has been accepted.

Please, note that purchases from the website are for final customers only. If you are a retailer or interested in bulk orders, please write us at info@ercole1958.com

Orders

When you make your first purchase you create a password-protected account with us. To make things as straightforward as possible, we will save your name and delivery address for the next time you visit. If you would like to change your details at any time, it's easy to do so in the 'My Account' section.

All orders will be processed and dispatched within 24 – 48 hours (weekdays). During busy sale period, orders may require up to two additional business days to be dispatched. When your order is packed and ready to be shipped from our warehouse you will receive a second message, confirming that it's on its way.

Orders cannot be cancelled once they are confirmed (Dispatch confirmation email). If you wish to cancel your order you will need to follow the Return Policy.

We regret that we cannot currently take online orders from every country, but you are welcome to send us an email and we will arrange your order and delivery assisting you in each purchase step.

If, for any reason we are unable to fulfill your order, we will let you know at the earliest opportunity. If we have already received payment for such order, we will attempt to refund the applicable amount using the same method used to make the payment. If, for any reason, alternative arrangements are necessary, a sale assistant will contact you to settle the refund.

Formation of the contract

Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract (the "Contract") between us will only be formed when we send you the Dispatch Confirmation. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such other Products has been confirmed in a separate Dispatch Confirmation.

Consumers inside the EU now have access to a web-based platform created by the European Commission – this European Online Dispute Resolution Platform (ODR) can provide assistance if there is a contractual dispute which can be accessed under <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>

Prices and Import duties

Prices are in € (Euros). VAT is included in all prices on the site and displayed in the total price when you place your order. The price of the goods and our delivery charges will be as set out on the Website from time to time, except in the case of obvious error.

If your order is for delivery to a destination outside of the European Union, your order may be subject to import duties and taxes. It is your responsibility to pay any such duties and taxes. Any such duties and taxes may vary in different territories. Please note that we have no control over these charges and cannot predict their amount. We recommend you to contact the local customs office at the delivery destination in this respect. For USA please check www.dhl-usa.com custom assistance phone number 1-866-915-5700

We reserve the right to amend our prices and delivery charges at any time, but such changes will not affect any order for which we have already sent you a Dispatch Confirmation.

Payment

Payment for the goods and related costs will be due at the time we accept your order. You can pay for Products:

- (a) via direct bank transfer
- (b) PayPal or by using a debit card or credit card.

You do not need to own a PayPal account to pay: you may enter your credit card's data directly at PayPal and complete your payment. You don't need to register a PayPal account neither. For more information about PayPal please visit paypal.com

Delivery

We will fulfil your order in generally 1 – 2 business days and orders are delivered in 3 – 5 business days.

All delivery dates and times on the website are given only for general guidance. In most cases we are able to deliver the goods to you within our estimated delivery times and, where we anticipate that this may be delayed, we will contact you to inform you of this delay. All orders are sent by carefully selected carriers and require a signature upon delivery. We are therefore unable to deliver to PO boxes. You will receive the tracking details for your parcel in your order dispatch confirmation email and/or directly from the courier. Your package is shipped according to the Incoterms DAP (delivered at place). Please, remember shipping to rural or remote location may result in longer delivery times. In festive periods such for example, Christmas, please, ensure you place your order with a bit advance to get it in time for your occasion.



ERCOLE

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Destination	Delivery option	Timings
Europe	Express	2 - 3 business days
North America and Other countries	Express	3 - 5 business days

It is important that the address supplied by you to us is accurate. If we are unable to deliver the goods to you then we will be entitled to cancel the Contract and, if payment has already been taken, refund the cost of the goods to you.

We will be responsible for the goods until they have been delivered to you. The goods will be at your own risk from this time. If no-one is available to sign for the parcel, a drop card will be put through the door to let you know. You will quote the international tracking number you find in the courier email and arrange day and timing that suits you best for next delivery or manage the pick up.

Non picked up goods: if we receive packages that have not been collected at the parcel point/shop, we reserve the right to charge you for all our costs that appear when handling your order and shipment. An invoice will be sent to you, settlement of the invoice shall be within 7 days via PayPal.

For any help or question write us at info@ercole1958.com or call + 39 366 2760273. For your convenience some useful link

For European Countries The parcel will be sent to the nearest Parcel Shop for collection. Please, visit GLS <https://gls-group.eu/EU/en/parcelshops> or DHL https://parcelshopfinder.dhlparcel.com/postfinder_europe/

For United Kingdom the parcel is managed by Parcel Force and left to the nearest Post Office. Please, call +44 247 6213445 to ensure where to collect your box.

For USA the parcel is managed by DHL. Please, visit <https://locator.dhl.com/ServicePointLocator/index.jsp> or www.dhl-usa.com phone number 1-800-225-5345

We currently deliver to the countries listed below. We regret that we cannot currently take online orders from every country, but you are welcome to send us an email and we will arrange your order and delivery assisting you in each purchase step.

Zone	Countries
Italy	Italy
Europe 1 central	Austria, Germany, Belgium, Netherlands, Slovenia, Denmark
Europe 2 north	Sweden, Finland, Latvia, Estonia, Lithuania
Europe 3 west	France, Luxemburg, Lichtenstein, United Kingdom, Ireland
Europe 4 east	Croatia, Serbia, Hungary, Czech Republic, Slovakia, Poland, Romania
Europe 5 south	Spain, Portugal, Bulgaria, Greece, Malta
Europe 6	Suisse, Norway, Turchey
North America	United States, Canada
Other Countries	Emirates, Oman, Australia, New Zeland

Shipping cost are applied in regard to the specific destination, hence the shipping cost my vary. Goods are shipped from Italy. Delivery charges depends on weight and volume of the package and will be shown separately on the summary in your cart before check out.

We accept the economic responsibility if products are damaged or missing during transport. However, you are required to contact us within 14 days. The economic responsibility is yours if products are damaged or missing during the return transport.

ERCOLE 1958

Via San Silvestro, 15 · 38050 RONCEGNO fraz. Marter (TN) · ITALY · IT00624560223 · +39 366 2760273 · info@ercole1958.com

Returns

If, once you have received, you decide you would like to return them to us, you may do so using within 14 days after you have received the goods. That means **you have 14 days to make up your mind and to return your order**. Please, provide us with notice via email at: info@ercole1958.com. The message shall contain the following information:

- a) order number
- b) date of your order
- c) title/name of the product you wish to return.

When we have approved your returned item and you get the return code you can:

1. Pack your goods in the original box. Ensure it is packed and sealed securely to avoid damages during transit.
2. Fill in the return note using the return code and put it inside the parcel or mark the return code on the package.
3. Hand the parcel in a post office or pick-up point location of your preference and send it to the address provided.

Remember to ask for proof of postage or keep the collection point receipt as proof of postage.

Return shipping and its costs are your responsibility. Return to:

ERCOLE 1958

C/O ANIMACONTEMPORANEA

VIA SAN SILVESTRO, 15

38050 RONCEGNO fraz MARTER

(TRENTO) ITALY

TEL : +39 366 273

You can print/ download the [standard return form and address label from here](#)

If an item in your order **arrives damaged, defective or wrongly supplied**, please, contact us immediately and we will assist you with replacing and/or crediting the damaged items and delivery costs. Write us an email at latest within 14 days after reception. We will take care of your complain and provide you with a return code. Return the product in the state it was received followed by a damage error report with 2 pictures, in case of damage. **IMPORTANT you must contact us at info@ercole1958.com before you return wrongly supplied or damaged products** to get the return request approved, receive the return code number and get the return delivery cost refund.

Refunds

Where you have returned goods to us in accordance with the Returns Policy you will receive a full refund of the price you paid for the goods, not including any delivery charges. Except where you are returning goods that are:

- (a) faulty
- (b) damaged during delivery transport
- (c) or not as described.

We will make a full refund to you as soon as possible and at the latest within 14 days of receiving the items in our warehouse by the same method you used to pay. Remember, that unidentified returns may not be eligible for a refund. Please, take care to indicate the return code you received in the return note and /or on your parcel.

Liability

We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

If we breach the Contract, we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach. Losses are foreseeable where they could be contemplated by you and us at the time of entering into the Contract.

We are not responsible for:

- (a) losses not caused by our breach;
- (b) indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into the Contract, for example loss of profits or loss of opportunity; and/or
- (c) failure to provide the goods or to meet any of our obligations under the Contract where such failure is due to events beyond our control.

Our aggregate liability to you in connection with each Contract shall not exceed the value of the goods ordered by you under that Contract. A Contract is not intended to give rights to anyone except you and us.