

# GENERAL TERMS AND CONDITIONS - SKYPOINT S.r.l.

1. [INTRODUCTION](#)
2. [OBJECT OF THE CONTRACT](#)
3. [PRECONTRACTUALS CUSTOMER INFORMATION](#)
4. [HOW TO SUBMIT, PAY OR DELETE AN ORDER](#)
5. [GIFT VOUCHERS AND DISCOUNT COUPONS](#)
6. [PRICES](#)
7. [TERMS AND DELIVERY](#)
8. [RIGHT OF WITHDRAWAL](#)
9. [PERSONAL DATA](#)
10. [WARRANTIES](#)
11. [JURISDICTION AND LAW APPLIED](#)



[Download the PDF document](#)

## 1. INTRODUCTION

**1.1** General Terms and Conditions (GTC) below shall apply to contracts concluded between Skypoint srl (hereinafter "Skypoint") and its customers (hereinafter the / the "Customer / s"), through the website [www.skypoint.it](http://www.skypoint.it) (the "Website"), relating to the goods listed on the Website below called "Products / Product". The Website is managed by Skypoint srl, via Zorutti 145/11, 33030 Campoformido (UD), Italy, VAT IT02120230301 ("Skypoint").

**1.2** These conditions of sale apply to all contracts concluded on-line, from the day October, 20th 2015. The applied GTC are those in effect on the date of submission of the purchase order.

**1.3** Customers are invited to print and keep these GTC and any other information delivered by Skypoint. These GTC are integral and essential part of the purchase contract for any product and placing a order implies acceptance of the contract by the Customer.

**1.4** The GTC may be modified at any time. Any changes and or new terms will be in force from the moment of their publication on the Website. We encourage you to regularly access to the Website and to check the publication of the latest GTC.

**1.5** In the event that the user doesn't wish to accept changes to the GTC may withdraw by giving notice by registered letter with acknowledgment of receipt or email with 7 day notice. The continued use of the Service once the period referred to in this paragraph shall be deemed to indicate willingness to accept the GTC.

**1.6** Where a provision of the present or future of the GTC and / or the contract be or become wholly or partly invalid and / or ineffective or there is a gap in the provisions of the GCS and / or the contract, the remaining provisions of the GTC and the contract in any case will remain valid and effective. It is understood that Skypoint and the customer will commit to negotiate in good faith the integration of the gap or replacing the clause void and / or ineffective in order to achieve the same

results pursued by the invalid or unenforceable provision and to safeguard the economic substance contract.

**1.7** Consumers will benefit, in particular, of all the protections provided in the event of the conclusion of distance contracts within the meaning of Title III, Section II, of the [D.lgs. Sept. 6, 2005, n. 206](#) ("Italian Consumer Code"), as well as all the additional protections provided without exception, in favor of consumers, the Consumer Code and the same as any other applicable law.

**1.8** These terms and conditions apply only to the purchase of new products, products not used or on consignment in the Used section of Skypoint website.

## 2. OBJECT OF THE CONTRACT

Definitions applicable to GTC.

**“Consumer”**: the individual, not possessor of a valid VAT number, which places an Order for purposes unrelated to business, commercial, craft or profession (art. 1, paragraph 1, lett. a Italian Consumer Code).

**“Professional”**: the natural or legal person who places an Order in the exercise of its corporate, commercial, craft or profession, or an intermediary (Art. 1, paragraph 1, lett. c Italian Consumer Code).

**“Customer”**: depending on the circumstances the Consumer or the Professional.

**“Website”**: textual and / or multimedia contents published at [www.skypoint.it](http://www.skypoint.it) and in all its pages and sections, as well as web forms for interactivity and data manipulation on the part of these pages.

**“Contract”**: all agreements between Skypoint and a customer about the purchase by the latter of one or more products, concluded via the Internet in the manner prescribed by this GTC.

**“Working day”**: any day of the week, except Saturdays, Sundays and public holidays under Italian law.

**“Order”**: any proposal for the acquisition of one or more products, made by the customer towards Skypoint as provided in the GTC.

## 3. CUSTOMER INFORMATION PRECONTRACTUAL – art. 49

[D.lgs 206/2005](#)



The customer, before the conclusion of the purchase agreement, is informed that:

**a)** The supplier of the products is Skypoint Srl located in Via Zorutti 145/11, 33030 Campofornido (UD), Italy; VAT ID IT02120230301

**b)** The supplier may be contacted via email at [info@skypoint.it](mailto:info@skypoint.it) or by phone at (+39) 0432 652609.

**c)** The price of goods and accessory services are expressed in Euro and inclusive of taxes as explained in [chapter 6](#).

- d)** The essential characteristics of the goods offered by Skypoint are those indicated in the product catalog (Products and nested pages)
- e)** The technical steps to conclude the contract are those described in Chapters 1 and 2 of the specific section called "Site Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.
- f)** Transport modes are indicated in [chapter 7](#).
- g)** Land methods of payment are: bank transfer, credit card on the payment platform made available by Unicredit, PayPal and cash on delivery, as specified in Chapter 3 of the specific section called "Site Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.
- h)** The consumer has a right of withdrawal provided by the Consumer Code ([d.lgs. 206/2005](#)) as specified in [chapter 8](#).
- i)** Products purchased are covered by the legal guarantee of conformity and the Commercial Guarantees provided by Skypoint Srl as specified in [chapter 10](#).
- j)** The products contained in catalogs Skypoint are proposed under the conditions and at the price indicated next; any change therein will be made available to the consumer with similar means.
- k)** The conditions of sale and any other information that Skypoint gives customer, can be downloaded and printed using the functions provided by the customer's navigation program. You also can download the GCS on PDF and store, clicking [here](#). To view the PDF files you need to use the free Adobe Reader ([www.adobe.it](http://www.adobe.it)) or other equivalent programs compatible with the PDF format.
- l)** The customer can store the data of the order and saving the data displayed on the web page of the site prior to the submission of any order using the functions provided by your navigation program (browser) or by waiting the email generated automatically from the Site following the forwarding of the Order and with the review of the Order Confirmation and sent to the email address specified by the customer. This e-mail confirmation will contain the data of the Order submitted by the Customer, over the Internet at the GCS, and can print or save these documents, making use of the functions of your navigation program.
- m)** In relations between Skypoint and customers it recognized the principle of self responsibility so who has custody of the computer from which you made the order bears the responsibilities that depend on its use.
- n)** The customer is obliged to include actual data. E 'strictly forbidden to enter false and / or invented and / or fantasy, as well as third parties. Registration for the site is restricted to customers who have reached eighteen years of age.
- o)** The purpose of the processing of personal data are those provided by [chapter 9](#) of GCS.
- p)** If you need the invoice, you have to specify the request in the proper text fields during the purchase phase on the website. Otherwise you will receive ordered goods with a "Nota di Consegna" (or "Delivery note"). This document should be kept to certify product warranty.

q) The descriptions, technical sheets and product images showed into [www.skypoint.it](http://www.skypoint.it) website stem from informations provided by manufacturers. Accessories, descriptions and informations you can find into product detail pages could be slightly different from reality and they could vary without any notification. If you want to know the exact bundle delivered with any product we invite you to contact us directly. Skypoint commits nevertheless to keep updated product description.

## 4. HOW TO SUBMIT, PAY AND CANCEL AN ORDER

**4.1** The ways in which you can register to the site and create an account are described in Chapter 1 of the "Website Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.

**4.2** The modalities of the web site through which you can submit an Order to Skypoint and the conditions with which they may become effective are described in sections 2.1 and 2.2 of Chapter 2 of the "Website Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.

**4.3** The cancellation of an Order is described and regulated by Section 2.3 of Chapter 2 of the "Website Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.

**4.4** The methods of payment accepted and available on the Web site are listed and described in chapter 3 of "Website Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.

## 5. GIFT VOUCHERS AND DISCOUNT COUPONS

**5.1** In Section 2.4 of Chapter 2 of the "Website Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>, They describe the conditions of purchase and use of Gift Certificates in the event that they are available on the Website.

**5.2** If they are ongoing promotions, campaigns or offers that provide discount coupons, they will refer to and be governed by the provisions contained in Section 2.5 of Chapter 2 of the "Website Guide" published on the website <http://www.skypoint.it/it/content/16-guida-sito>.

## 6. PRICES

**6.1** All the selling prices of products listed on the site [www.skypoint.it](http://www.skypoint.it) are expressed in Euro and already include VAT.

**6.2** Customer acknowledges the right of Skypoint to change prices at any time, however, the goods will be invoiced based on the prices listed on the site at the time of the creation of the Order and indicated in the email confirmation sent to the Customer Order from Skypoint.

**6.3** In the event of a computer error, manual, technical, or of any other nature that may result in a substantial change, not foreseen by Skypoint, the selling price to the public, that makes exorbitant or clearly insignificant, the Purchase Order will be considered invalid and canceled and the amount paid by the customer will be refunded within 30 days. from the day of the annulment.

**6.4** The prices quoted in the catalog, unless otherwise indicated, do not include shipping costs that are automatically calculated when you add products in the shopping cart and can vary depending on the shipping method selected, the products selected and the location of delivery. By accessing the

cart it is always possible to obtain the quantification of postage and you can choose between several carriers, if available. Even incidental charges (such as rights of mark and insurance) are highlighted during the purchase.

**6.5** For some specific products is not possible to produce an automatic quantification of postage. It will now come to a rough estimate and will be appropriately indicated that this is an estimate. To get an exact quantification asks the customers to contact and quote request Skypoint exact shipping costs and insurance.

Skypoint will inform the customer via e-mail or telephone, in front of the communication received, the customer will option of confirming the Order of the good (thus accepting all the terms of delivery) or to reject it.

In case of refusal Skypoint will refund the amount paid by the customer, including contributions to the costs of avoidance and Order delivery cost, immediately, and in any case within thirty days from the day after the Order. The amount of the refund will be communicated via e-mail, and credited on the same means of payment used to purchase or by bank transfer. Skypoint accepts no responsibility for any delays in crediting, which depend on the bank or type of credit card used for payment.

In the event of changes to the Order placed by the Customer through the Website and agreed by phone or e-mail, the customer will receive an order confirmation date. The customer must return by mail the Order Confirmation duly signed after having provided to control the data entered in the card and having proceeded to read the GTC attached to the order confirmation. The transit of the Order Confirmation duly signed by the Customer will constitute acceptance of the GCS and with it the customer agrees to pay the amount indicated therefore accepting the payment obligation.

## 7. TERMS AND DELIVERY

**7.1** The shipment of the product is done by courier or carrier, according to the well to be shipped or services ordered.

**7.2** Delivery by the carrier is always to be understood on the ground floor.

**7.3** The possible need, in the delivery of additional resources for additional personnel will be managed or paid by the customer.

**7.4** For delivery of the product requires the presence of the customer or his representative at the address indicated in the Order (will require the signature of an adult over 18 years). Delivery is considered completed when the product is made available to the customer at the address specified in the Order Form.

**7.5** In the event that the customer or his representative fails to collect the item at the first attempt, every additional expenditure of storage and redelivery is charged to the customer.

In the event of non-delivery to the recipient is absent at the address specified, Normally, the courier will leave a note to certify the delivery attempt. Typically the courier try a new delivery the next day, or, indicates (on notice delivered the day before) the data and the manner in which the recipient must agree with the carrier to the second delivery attempt. This procedure is to be considered in all respects indicative, since it depends exclusively on the courier who is in charge of delivery.

Skypoint does not assume and cannot accept any responsibility for the conduct taken by courier to the area and / or the method of delivery adopted for the second attempt.

After two delivery attempts went "empty", the package will Skypoint in stock and will contact you in order to unlock the stock and ensure that the delivery take place as soon as possible. If the second attempt will not be successful, your product will be shipped back to Skypoint. After thirty days

from the date the product was shipped back to Skypoint, the contract will be terminated and the Purchase Order canceled pursuant to art. 1456 cc Skypoint will reimburse the sum paid by excluding costs of delivery of the product was not successful and the cost of returning the same to Skypoint and storage costs claimed by the Carrier. The termination of the contract and the amount of the reimbursement will be communicated to the user via e-mail. The amount of the refund will be credited to the payment method used by you for. In the event that, before the expiration of the thirty days, the user requesting to resend the product was purchased, Skypoint proceed prior to the new delivery charge, in addition to the costs of the same, the cost of returning the product in Skypoint and storage costs.

**7.6** Upon delivery of the products the customer or his representative is required to check:

- the number of boxes is the same as indicated on the shipping document or on the invoice or on the delivery in possession of the Carrier
- that the packaging is not damaged or wet or otherwise altered.

If the good, the delivery is damaged or missing one or more packages, it is recommended to sign subject . And 'advisable to always sign with reserve in order to check with calm content integrity.

**7.7** Any damage claims or the mismatch in the number of items or information must be immediately reported to the person making the delivery and communicated within 8 days, if not apparent from the discovery, by registered letter with return receipt to be sent to Skypoint srl Via Zorutti 145/11, 33030 Campoformido (UD) (Italy), or by PEC at [skypoint@mypec.eu](mailto:skypoint@mypec.eu) (to be used only if the sender is held in turn by an address PEC) anticipating the content to the email address [info@skypoint.it](mailto:info@skypoint.it) . Each alert over these terms will be considered late and will not be taken into account. For each statement, the customer assumes full responsibility for the statements. Once you signed the delivery document of the Carrier the customer cannot make any objection about the appearance of the goods.

**7.8** As a rule, Skypoint makes shipments within 3 working days from the day you received the order or payment of the same. In case of any unforeseen, the consumer is informed by e-mail or other means. Skypoint, in case availability of goods, undertakes to perform the contract within 15 working days from the day you accept the Order.

**7.9** Skypoint not be responsible for failure or delay in delivery due to acts of God such as (without limitation) strikes, provisions of the Public Authority, rationing or shortage of energy or raw materials, transport difficulties, fire, flood, flooding and damage to machinery industrial independent from Skypoint. Skypoint will promptly notify the Customer the occurrence and the loss of a force majeure. If the force majeure persists for a period exceeding 30 (thirty) days, either party shall be entitled to terminate the contract. In case of withdrawal in accordance with this Section, the customer is not entitled to any compensation or damages of any kind, subject to the right to a refund of any amounts already paid as a price for the product / s covered by the Order, within 30 days following the Order itself.

**7.10** The goods are always borne by the customer and under his risk. Skypoint cannot answer for the damage or loss of uninsured product during shipment thereof. Contracts relating to electronic commerce, to the nature of the business, culminating in the time and place of the beginning of the execution, that is, with the passage of the product from the seller to the carrier who will take care of shipping.

**7.11** In any case, Skypoint is third in the relationship between customer and carrier. The carrier shall be responsible for its delivery of the goods to the customer.



**7.12** Is possible to withdraw the products ordered through the Web site directly at the store site in Campoformido, in this case will not be charged fees for the transport of the goods. Not all products can be picked up in store.

## **8. RIGHT OF WITHDRAWAL**

**8.1** The client that has purchased products through the Site, has the right to cancel the contract concluded with Skypoint, without penalty and without giving any reason, within 14 working days, as per regulations, from the day of receipt of goods purchased.

**8.2** The right to withdraw must be exercised within the period referred to in clause (8.1), in one of the following ways:

**8.2.a** By sending a registered letter with return receipt to be sent to

Skypoint srl Via Zorutti 145/11  
33030 Campoformido (UD) Italy

In the communication sent should be clearly manifested the will of withdraw from the contract without giving any reason and no other costs except those of returning the goods.

The withdrawal can be anticipated even by e-mail at [info@skypoint.it](mailto:info@skypoint.it) provided that the notice of withdrawal is confirmed by registered letter with acknowledgment of receipt within 48 hours.

**8.2.b** If you hold an account certified electronic mail (PEC) will be sufficient to write

[skypoint@mypec.eu](mailto:skypoint@mypec.eu) (to be used only if the sender is held in turn for an address PEC).

As provided by law the email sent from address to address PEC PEC have value Recommended.

**8.3** The burden of proof of exercising the right of withdrawal is incumbent on the consumer.

**8.4** The consumer must also provide to ship, using a carrier of their choice at their own expense, within 14 days from the date of notice of withdrawal, the purchased products to the following address:

Skypoint srl Via Zorutti 145/11  
33030 Campoformido (UD) Italy

the costs and risks of product returns are charged to the user.

regarding the choice the carrier to be used to return and mode of packaging of the goods you can contact the Skypoint srl.

**8.5** Essential condition for exercising the right of withdrawal is the total integrity of the product, to be returned in the same state in which they were received and not altered in any seals. Products should always include their original packaging. Consumer care should be the products are returned intact in their original packaging and with an adequate external packaging, otherwise the non-acceptance of the goods.

**8.6** The modalities of returning the goods in case of withdrawal are:

- il Consumer dispatches the registered mail or PEC and activated Return function on Web site in the manner described in section 8.2.c
- il The consumer must notify by e-mail Skypoint, at [info@skypoint.it](mailto:info@skypoint.it), the mode of transport of the goods
- Skypoint shall respond by email to the Consumer indicating the best transport mode for the protection of the item
- In any case, the goods must be returned in its original packaging with all accessories
- the good is considered returned when the carrier return the good at the address indicated in section 8.4 in the name and on behalf of the consumer who has exercised his right of withdrawal.

**8.7** The costs of returning the goods at Skypoint are charged to the consumer who exercises his right of withdrawal.

**8.8** Skypoint reserves the time to check the condition of the returned item before refund the Consumer the amounts paid. If there aren't problems, Skypoint will refund within 30 days from the day of receipt of the returned goods.

**8.9** The refund can only be made by bank transfer to consumer's account that made the purchase for which he request withdrawal.

**8.10** If the good delivered will be deteriorated (damaged, lack of parts or packaging, etc.) will be agreed upon a decrease in the value of the property and therefore will be refunded an amount less than the amount paid by the customer.

**8.11** Who has the right of withdrawal:

8.11.a The customer may not exercise this right of withdrawal if it buys for purposes related to their business or professional work ,when he purchased with VAT, with its account;

8.11.b the right of withdrawal does not apply to goods specially ordered and / or customized to the customer if out of stock when ordering. Any acceptance of the request made by Skypoint will be at the discretion of Skypoint same;

8.11.c The law does not apply to audiovisual products or sealed software (including those attached to hardware), once open.

**8.12** If the goods are damaged during transport for returning the product / s, Skypoint srl will inform the customer (within 5 working days of receipt of goods in their stores), to enable him to file a timely complaint against the carrier of his choice and to obtain reimbursement of the value of the asset (if insured); in this case, the product will be made available to the consumer for his return, while canceling the request for withdrawal.

**8.13** Skypoint srl not responsible in any way for damage or theft / loss of goods returned by uninsured shipments.

## 9. PERSONAL DATA

**9.1** The customer, for the conclusion of the on-line contract of sale, have to indicate in the form on the website of Skypoint all personal data that have been specified as mandatory.

**9.2** Skypoint and all Carriers used for shipping, are indipendent data controllers of personal data collected by Skypoint.



**9.3** The collection and processing of personal data have the purposes indicated in the [Privacy Policy](https://www.skypoint.it/en/content/14-privacy-policy) published at the following web page: <https://www.skypoint.it/en/content/14-privacy-policy>.

**9.4** Some personal data are necessary for the proper execution of the contract. In the absence of such information, Skypoint reserves the right to refuse the order.

**9.5** Skypoint reserves the right to terminate the contract for default, if personal details are unsuitable for the correct execution of the contract.

**9.6** The Customer agrees not to communicate to Skypoint wrong data. The customer agrees not to make double entries.

**9.7** The customer is solely responsible for the correctness and accuracy of the personal data communicated to Skypoint. In particular, the customer has the responsibility for incorrect fiscal documents because of errors in the data submitted.

**9.8** Storage and processing of data will take place according to the statement published in the [Privacy Policy](#). Every use of the customer's personal data will be subject to the [Privacy Policy](#).

## 10. WARRANTIES

### 10.1 - LEGAL WARRANTY

Under [Decree](#) 206/2005 ("Consumer Code") all the products for sale on the Site are covered by the legal warranty of 24 months, except used products which are covered by 12-month warranty. According to the legal warranty of 24 months Skypoint is liable to the consumer (the person who is acting for purposes which are outside his trade, business, craft or profession) for the lack of conformity not evident at the time of purchase. The legal guarantee of 24 months does not apply to products purchased with invoice and VAT by professionals and companies.

The lack of conformity which exists when the product:

- It is not fit for use, which should have,
- It does not conform to the description or does not possess the qualities promised by the seller,
- It does not offer the quality and performance which are normal in goods of the same type,
- if the seller has approved a particular use by the consumer (art. 129 del Codice del Consumo).

The lack of conformity becomes apparent within 24 months from the date of purchase of the property must be reported within 2 months following the date of discovery of the defect.

Unless proved otherwise, it is assumed that the lack of conformity occurring within 6 months after delivery of the goods already existed on that date.

in case of lack of conformity duly denounced by the deadline, the consumer has the right:

- to repair or replace the goods (Art. 130 of the Consumer Code). The consumer may ask, at its option, the seller to repair the goods or to replace it, free of charge in both cases, unless the remedy requested is impossible or disproportionate. The required remedy is "unreasonably expensive" when it imposes unreasonable costs to the seller than the

- alternatives, taking into account the value of the goods intact, the extent of the defect and the possibility of using alternative remedies without significant inconvenience to the consumer
- in the alternative (if the first two remedies are impossible or excessively expensive and may not have been made within a reasonable time, or earlier repairs or replacements have caused significant inconvenience to the consumer), to request a price reduction or termination of the contract.

Any repair or replacement shall be completed within a reasonable time from the request of the consumer; the average time of delivery to the consumer of the product is 30 days. If within 60 days Skypoint is unable to return the repaired product, the consumer may ask one of the alternative remedies (replacement, cancellation of the contract, price reduction).

If the consumer feedback of the lack of conformity on the product purchased must:

- Send a written notice to the service Skypoint by e-mail at [support@skypoint.it](mailto:support@skypoint.it)
- Wait for the form sent electronically from Skypoint containing the number of return authorization identifier of practice
- Package the product including all accessories, manuals and everything contained in the original product and the packaging of the product itself
- Include in the package a printed copy of the form of authorization to return, signed and dated, previously received, duly filled in the spaces reserved to the customer if they are not already pre-populated entirely by the staff of Skypoint
- Indicated on the packaging for shipping the return authorization number

Skypoint will contact the customer by email or phone to agree on the withdrawal of the product from the carrier.

## **10.2 - MANUFACTURER WARRANTY**

The Warranty Service, called the Commercial Warranty, is added, but does not replace, the legal warranty of 24 months, as provided by law. Duration, territorial scope and modalities for invoking such a guarantee is shown in the form, prepared by the manufacturer.

## **11. JURISDICTION, LAW APPLIED**

**11.1** Any dispute regarding the application, execution, interpretation and violation of purchasing contracts concluded on-line via the website [www.skypoint.it](http://www.skypoint.it) undergoes Italian jurisdiction, even if not directly provided of the legislative decree No. 50 of 15 January 1992 and the legislative Decree 22 May 1999 n. 185.

**11.2** Any dispute between the parties relating to this contract shall have exclusive jurisdiction, to the extent they do not apply the provisions of the Legislative Decree No. 50 of 15 January 1992 and the Legislative Decree 22 May 1999 n. 185, the Court of Udine.

**11.3** This contract is governed by Italian law, subject to the provisions of art. 5.2 of the Rome Convention of 19 June 1980, referred to by art. 57 Law 218/1995.