

# Terms and Conditions of Use

## www.1to1books.com

### 1. General Provisions

The Terms and Conditions of Use set forth regulate the offer and sale of “Publications”, as described hereunder, online on the Website [www.1to1books.com](http://www.1to1books.com) (the “Website”), made available exclusively by:

**1to1books di Alexandra Yilmaz,**

Registered seat: via Enrico Fermi, n. 11, Postcode 25133, Brescia (BS), Italy

Corporate identification number / Tax identification Number: YLMLND84L60Z114A

VAT number: 04034540981

Registered in the Commercial Register at the Chamber of Commerce of Brescia (REA) BS – 583213

Represented by Mrs. Yilmaz Alexandra Suzanne, owner; hereinafter “**1to1books**”.

1to1books owns and operates this Website.

Any **Purchase Order** placed on the Website is subject to the Terms and Conditions of Use applicable at the time of its placing. The Terms and Conditions of Use are available in Italian. The **User** shall read, save, and accept these Terms and Conditions before placing an Order.

1to1books reserves the right to modify these General Conditions of Sale at any time, which become applicable at the time of publication on the Website.

### 2. Description and Availability of Publications

Under these Terms and Conditions, the “Publication” shall mean books in all formats and materials, including, but not limited to, hard cover, softcover, as well as CD, DVD, Blue Ray Disks, digital products, games and educational toys, published or distributed by the Publishers that 1to1books has agreed to distribute.

The Publications offered are displayed on the homepage of the Website and within the various webpages of the Website, along with their images, descriptions, and prices.

Purchase Orders will be processed according to stock availability. Temporarily unavailable Publications will be automatically excluded from the Purchase Order, upon notice to the User, who will be entitled to terminate the contract, limited to the unavailable Publications, in compliance with Art. 61, para 4 and 6, of the Legislative Decree n. 206, dated 6 September 2005 (hereinafter the “**Consumer Code**”).

### 3. Conclusion of the Contract

The offer and sale of Publications online on the Website is to be regarded as distance contract, according to Arts. 45 ff of the Consumer Code and the Legislative Decree n. 70, dated 9 September

2003 on e-commerce regulation.

In compliance with the Legislative Decree n. 70, dated 2003, 1to1books provides the User with the following information regarding the online procedure of conclusion of the contract. Instructions will also be provided to the User on the Website.

The User will select the Publications he or she wishes to purchase, adding them to the “Cart”. The User will be required to provide personal information and delivery address. Before the payment of the Order, the User will be required to read and accept the Terms and Conditions of Use. The User may correct any information provided by clicking on the Back button.

The contract will be concluded after payment of the total price, including shipping costs and any other applicable fee.

1to1books will send an email to the User with the **Confirmation** of the Order, which contains the order summary and the Terms and Conditions applicable, along with the relevant details with regard to the Publications purchased, purchase price, payment method, delivery address and shipping costs.

1to1books will store the personal information only for the time necessary to fulfil the Order, in compliance with the current legislation.

The languages available for the conclusion of the contract are Italian and English.

#### **4. Pricing and payment method**

The purchase prices on the Website are expressed in euros and are inclusive of VAT. 1to1books may in its discretion and without prior notice change the prices displayed on the Website, without prejudice to Confirmed Orders.

The User may choose the payment method, the options being credit card or PayPal.

#### **5. Shipping and delivery**

Shipping and delivery details provided by 1to1books are approximate and not binding. Shipping costs are calculated and indicated before the payment of the Order and are reported in the Confirmation of the Order.

#### **6. Legal Guarantee of Conformity**

All the Publications purchased online on the Website are subject to the Legal Guarantee of Conformity in compliance with Artt. 128-135 of the Consumer Code. Only those who qualify as Consumers are entitled to the 24 months Legal Guarantee of Conformity.

The User shall inspect the Publications at the moment of delivery and ascertain the properties, quality and conformity of the Publications. The User shall also promptly report to 1to1books missing or damages items, if replacement is to be requested, via registered mail to the following address: 1to1books di Alexandra Yilmaz, via Enrico Fermi, n. 11, CAP 25133, Brescia (BS), Italia; or at the following registered email address: alexandrayilmaz@lamiapec.it.

## 7. Right of Withdrawal

The User who qualifies as a Consumer has the right to withdraw from the contract within 14 days. The withdrawal period starts with the delivery of the Publications to the User.

After exercising his or her right of withdrawal, the User is entitled to request store credit, different Publications, or a refund to the chosen payment method.

The User shall request to withdraw via registered mail to the following address: 1to1books di Alexandra Yilmaz, via Enrico Fermi, n. 11, CAP 25133, Brescia (BS), Italia; or at the following registered email address: [alexandrayilmaz@lamiapec.it](mailto:alexandrayilmaz@lamiapec.it).

After withdrawing from Contract, the User shall send the Publications back to 1to1books, The User shall pay all the shipping costs for returning the Publications. The Publications shall be returned bearing no evident signs of usage.

## 8. Miscellaneous

These Terms and Conditions are exclusively governed by and construed in accordance with the law of Italy.

The User who qualifies as a Consumer must be aware that the European Commission has established an online platform for alternative dispute resolutions that provides for an out-of-court method to solve any dispute related to and stemming from online sale and service contracts. The platform is available at the following link <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.