Seller information

Sprint24 Srl

R.E.A. 545,522 - Cap. Soc. 46,481.12 €
Executive offices: Via San Romano Di Garfagnana, 23 - 00148 Roma
Registered offices: Via Maurizio Bufalini 8 - 00161 Roma
Vat code: 01618061004 Italian social security code: 06787400586 SDI: 5RUO82D
Fax: +39 06 541 1307 Tel: +39 06 594 2860 Email: letterpress@sprint24.com
Bank name: BCC - Roma Ag. 158 Iban: IT92F0521603203000000001419 Swift: ICRAITRRROM

Customer information

General Terms and Conditions

Premises

Sprint24 Srl, a company incorporated under Italian law, with registered office in Roma, Via Maurizio Bufalini 8 - 00161 Roma (00161), VAT number: 01618061004, tax code and registration number in the Commercial Register of Roma 06787400586 (hereinafter **"Splendo"**), in person of its pro tempore legal representative, remotely sells, through its website https://bigliettodavisita.online/, printing and typography products and services to the public of both professionals and consumers (hereinafter the **"Customer"**) under the terms and conditions referred to in these general terms and conditions (hereinafter the **"General Conditions"**).

Section 1 - General Terms

Art. 1 - Definitions and general information

1. "Contract" means the legal transaction governed by the civil code concluded between Splendo and the Customer, governed by these general conditions and concerning the printing of works and/or graphics that the Customer, via file, sends to Splendo, at the e-mail address published on the website https://bigliettodavisita.online/, or transfers through other systems agreed between the parties, such as e-mail or delivery of files on electronic support.
2. "Customer" means the natural or legal person, Consumer or Professional, who through the Splendo website concludes a contract for the supply of printing products or services.
3. "Consumer" means the natural person who acts for purposes unrelated to any entrepreneurial, commercial, craft or professional activity eventually carried out.
4. By "Professional" we mean the natural or legal person who acts in the exercise of his/her business, commercial, craft or professional activity.
5. "Product" means the good produced by Splendo according to the technique used by it and in compliance with the directives received from the Customer (such as, but not limited to, brochures, cards, displays).
6. "Service" means the prodromal activities necessary to obtain the realisation of the good and of the Product in general.
7. The creation and supply of the Products and Services by Splendo is governed by these General Conditions and by the Order Confirmation, as well as by the applicable Italian law. Any exceptions to these General Conditions must be expressly agreed between Splendo and the Customer in writing. The receipt by Splendo of general and/or particular conditions proposed by the Customer does not imply their acceptance or the derogation from these General Conditions, unless otherwise agreed in writing between the Parties, not even in the event that Splendo has not proceeded to immediate objection.
8. The official language to which these General Conditions and the Contract between Splendo and the Customer are subject to interpretation and execution is the Italian. The versions published in different languages ??must be understood as translations of mere courtesy for the Customer. Therefore, in case of interpretative differences between the different translated versions, the Italian version will prevail.

Art. 2 - Web interface and personal page

1. Splendo offers its Products and Services through an online shop. On the web platform, Customers have the opportunity to consult the Products, Services, conditions of supply, estimated production times, estimates, technical data sheets and any other information necessary for the correct conclusion of the order.
2. Customers have the opportunity to register on the platform, at the latest when placing the order, providing a personal e-mail where they can receive communications and notifications. The e-mail address indicated by the Customer must remain active and functional for the entire duration of the order and will also remain valid for subsequent orders, until the Customer requests its variation or termination. All contractual communications will be sent by Splendo to the address indicated by the Customer. If the e-mail address indicated by the Customer does not work before the order is completed, Splendo cannot be held responsible for the Customer's lack of knowledge of information or circumstances that could result in the delay or failure to ship the order.

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3. At the time of registration Splendo provides a first strictly personal access password, which can be subsequently changed by the Customer. By registering, Customers create a personal area where they can consult: orders, estimates, invoices, transport documents, carried out transactions, their personal data, delivery addresses, privacy policies and the relative authorisations granted at Splendo.
4. Customers provide their complete personal data at the latest at the time of the first order and are required to update it later in the event of a change.
5. Customers can consult the Products and place them in the cart without any obligation to purchase. They have the possibility to delete them, modify them, change the print files freely as long as they do not complete the purchase process, following the procedure provided by Splendo.

Art. 3 - Online and personalised estimates

1. Online estimates show only the price of the processing, are offered free of charge by Splendo and remain valid as long as Splendo does not unilaterally modify the prices of the services offered on its website. At the request of the Customer, Splendo also offers customised quotes adapted to the specific needs of the Customer. In this case, the estimate can be considered valid for a period of 30 (thirty) days from the date of issue.
2. The estimates include all the materials necessary for the production of the order described, including packaging, while shipping costs are not included (indicated separately if required).
3. The realisation of Products useful for the definition of the work (such as samples, prototypes, drawings, essay pages, sketches, layouts, elaborations, tests or other), will be carried out only upon written request of the Customer, and related costs are borne by the latter. These products will be the subject of a specific estimate by Splendo and they will be carried out upon confirmation by the Customer.
4. Any costs or processing necessary to make the photographs, drawings, texts and files delivered by the Customer in formats that do not comply with Splendo's requests, in conditions suitable for regular processing are not included in the price. These costs and processing will be the subject of a specific estimate by Splendo, and they will be carried out upon confirmation by the Customer.

Art. 4 - Applicable prices

1. Splendo has the right to unilaterally update the prices of the Products and Services offered on its website https://bigliettodavisita.online/. Prices must be understood as I.V.A.(VAT) excluded. Price changes do not apply to contractual agreements already completed.
2. Adherence to promotional campaigns and the use of discount vouchers can only take place prior to order confirmation.
3. The manufactured Products may have quantitative variations. Where this variation is less than 5% in default or also greater than 5% in excess, the final price will remain unchanged.

Art. 5 - Completion of the Contract

The Customer makes an irrevocable purchase proposal to Splendo:

- By accessing online with his user name and password and sending an order via the web interface, by clicking on the "Confirm Order" button; or
- By sending a written request (e-mail or fax) for order entry which will be carried out by Splendo staff.

Splendo reserves the right to accept this proposal in the following 24 (twenty-four) working hours, by sending a communication via e-mail. Upon receipt of the acceptance, the Contract between the parties is finalised.

With the Order Confirmation and with the order entry request via e-mail, the Customer declares to be aware of and to accept these General Terms and Conditions.

1. The publication on the website of prices, delivery times and methods of execution do not constitute an offer to the public but an invitation to offer.

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2. The order confirmation constitutes the only agreement for the realisation of the Products and Services and fully replaces any agreement and estimate, written or oral, intervened between the parties regarding the same object to be produced.
3. The contract is concluded with the acceptance of the order generated online by the Splendo web system. This will be evident to the Customer through the display of a printable order summary web page, in which are reported the details of the Customer and of the order, the price of the services purchased, any shipping costs and any additional accessory charges, the methods and terms of payment, the address where the product will be delivered, and the estimated delivery times.
4. When Splendo receives the order from the Customer, it also sends a confirmation e-mail containing the data referred to in the previous point.

Art. 6 - Shipping methods and costs

1. For the delivery of the Product, Splendo makes use of national couriers, or of its own means.
2. Delivery times depend on the availability of the courier or, if Splendo uses its own vehicles, on the difficulty of transport.
3. Splendo, in any case, communicates the times and costs of the shipment to the Customer during the completion of the Order Delivery.
4. Delivery is made at the entrance to the building at the address indicated. Deliveries to the floor, porterage work and any other service other than the mere delivery are excluded. At the request of the Customer, Splendo can provide, but without being obliged, a quote for these additional services.
5. Any additional charges and duties on transport and import/export, which will eventually be calculated directly by the competent Authorities, are charged to the Customer.
6. For shipments of Orders placed by Professionals, the delivery is at the Customer's risk. Splendo is exempt from any liability with the sole delivery of the Products to the courier. The Professional will be substituted for Splendo in the rights towards the courier. In the case of deliveries to Consumers, however, the passage of risk occurs with the delivery of the goods to the domicile indicated by the Customer in the purchase order.
7. Splendo has no responsibility for inefficiencies and delays in delivery attributable to the courier's activity, or for impossibility of delivery due to lockouts, strikes, climatic events or force majeure. In these cases, Splendo provides assistance to customers in managing delivery problems and in dialogue with the courier, without this implying any responsibility.

Art. 7 – Payment methods

The Customer must make the payment in advance in the following ways:

- credit card, at https://bigliettodavisita.online/, at no additional cost. The necessary information is forwarded via encrypted protocol directly to the selected credit institution (Paypal, Stripe, Scalapay), without the possibility of access by Splendo or third parties;
- bank transfer to the bank details published on the Splendo.net website;
- by rechargeable card, the use of which, only possible for the purpose of purchasing the Products and Services on Splendo.net website, allows to take advantage of temporary promotions and accrued credits, under the conditions published online and unilaterally modifiable by Splendo.

In addition:

1. Splendo reserves the right to execute the order only after the actual crediting of the sums to its bank account.
2. For amounts of less than 500€ (five hundred/00), Splendo reserves the right to allow postponed payment on delivery to the courier or at the office, exclusively in cash. Cash on delivery has an additional commission of 15€ + VAT. It is not possible for the Customer to make multiple separate cash on delivery orders which exceed the total sum of 500€, as long as these have not been delivered and paid for. Splendo reserves the right not to accept cash on delivery orders for customers who have chosen this method of payment in previous orders, without then following it up and refusing the delivery of the order.
3. The payment is considered made only when Splendo can dispose of the sum.
4. Splendo expressly reserves the right not to accept checks or bills.

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5. Splendo staff is authorized to propose different forms of payment if proposed in writing and included in the order confirmation.
6. With reference to all orders, a deposit by credit card, bank transfer or cash may be requested.

Art. 8 - Production time

1. The delivery times and methods of the ordered Product are indicated on the product page and subsequently reported in the order summary notified to the Customer.
2. The times indicated assume that the Customer uploads the file necessary for the processing of the Product and Splendo sees the payment credited to its bank account on the same day of the order. Otherwise, the order will remain suspended in the status of "invalid" as also reported on the personal page. In this case the delivery times will be automatically postponed by as many working days as were necessary for the Customer to upload the file and credit the payment. The expiry of the delivery times will start again as soon as the Customer satisfies both the aforementioned conditions. It is considered as a payment day the one in which Splendo actually has the sums available on its bank account.
3. The delivery times indicated are also postponed in the event that the order is "suspended" at the request of the Customer or is waiting for a further "ready-to-print" due to errors in the file.
4. The working days mentioned are from Monday to Friday and do not include Saturdays, Sundays and Italian public holidays.
5. Processing times are indicative, and the actual shipping day may vary from the day indicated in the order confirmation both for technical reasons and force majeure, without affecting the validity of the contract, unless Splendo has not expressed in written form a specific guarantee on compliance with deadlines.
6. Splendo has the right to make partial deliveries of the same Product, or of different Products of the same order, considering the interests of both Splendo and of the Customers, in terms of time and volume of the Product. Any additional costs due to the splitting of the delivery will be borne by Splendo, unless otherwise agreed in writing.

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Section 2 - Order Management

Art. 9 - Print file

1. Splendo carries out all printing orders on the basis of the files sent by the Customer.
2. The files must be sent in the formats indicated in the “file preparation guide” and must meet the requirements listed therein.
3. The Customer is required to carefully check the print files before sending them as Splendo does not carry out spelling or graphic/creative checks such as: the order of the pages, the position of the images or other graphic signs, the folds, the cuts and the like.
4. The Customer assumes full responsibility for any shortcomings and errors resulting from the production of the order on the basis of a file not suitable for printing due to the Customer's failure to comply with the printing requirements indicated in the "file preparation guide". At the explicit request of the Customer and in so far as it is technically possible, Splendo carries out the printing order even on formats not listed in the "file preparation guide". However, this inevitably implies a conversion that can cause errors for which the Customer assumes full responsibility.
5. If the print file does not comply with the aforementioned requirements and it is not possible to continue with the print, the Customer will receive an e-mail notification in this regard, and the order will be moved to the "suspended" status. The Customer therefore undertakes to modify and provide the print files suitable for completing the order. The Customer can also give his consent to the modification of the print file by Splendo in order to guarantee the suitability for printing the file itself or he can cancel the order by paying any costs.
6. The Customer bears any additional costs determined by the unsuitability of the print file, both for its modification and correction and for any difference in production method.
7. The print files and the Products made based on them may not have contents that violate the provisions of the law, be contrary to morality or public order. The print files and the Products, in particular, must respect the copyright and industrial property rights of third parties and therefore the related Products may be processed only where the Customer proves to be the actual owner or licensee of the trademarks, patents, graphics for which he asks the print. In the event of a violation of the rights of third parties, the Customer will indemnify Splendo from any request for compensation to which it may incur, as well as from the payment of the charges provided for the defense in court.

Art. 10 - Transmission of files

The Customer has the possibility to transmit the print files in the following ways:

- Attach them directly online during the purchase process.
- By accessing the personal area, after completing the order, and uploading the files directly to the order.
- By using the link in the order confirmation sent by e-mail.
- By sending an e-mail to Splendo, quoting the specific order number.
- By another method accepted in writing by Splendo staff.

With the transmission of the files the Customer confirms the correctness of the files and authorises Splendo to process them for production, unless the production and approval of a blueprint as described in the following article 13 is foreseen or required.

Art. 11 - Blueprint and "ready-to-print"

1. “Blueprint” means a position and content test that faithfully reproduces all the graphic characteristics of the Product (texts, formats, layouts, effects due to overprinting, transparency, perforations) with the exception of the colour scheme. “Electronic blueprint” or “soft proof” is defined as an electronic document sent electronically, printable remotely or viewable on a monitor, that faithfully reproduces all the graphic characteristics of the Product in the same way as the paper one.
2. Approval of the blueprint (ready-to-print) takes place in writing with a communication to be sent to Splendo.
3. With the “ready-to-print”, the Customer authorises Splendo to faithfully and accurately reproduce every part present in the blueprint, except for the chromatic correspondences.

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4. The "ready-to-print" exempts Splendo from any responsibility for errors or omissions in the design and construction of the Product -which must correspond to the blueprint- and fully replaces any agreement, understanding, request, written or oral, previously intervened between the parties regarding any changes and corrections.
5. If the blueprint contains errors or omissions, the Customer has the right to send a new suitable file or to agree to the modification of the print file by Splendo in order to guarantee the printing suitability of the file. Otherwise the Customer has the right to cancel the order and bear any costs.
6. Sending the blueprint to the Customer can be:
• provided by Splendo for specific products;
• expressly requested by the Customer;
• sent on the initiative of the Splendo staff if they hypothesise the presence of errors, or if they have modified the files at the request of the Customer.

7. The order is considered “suspended” until the Customer approves the blueprint sent by Splendo, with the consequent postponement of the delivery times indicated in the order confirmation.
8. For all orders for which a blueprint is not foreseen or requested, the Customer issues the “ready-to-print” by sending the files to Splendo.

Art. 12 - Print colours, colour references

1. According to the ISO 12647-2 standard, Splendo prints in CMYK mode with profile:
• Fogra51 PSO Coated for glossy or matte coated papers.
• Fogra52 PSO Uncoated for uncoated/natural white papers.

2. The Customer agrees that the Product is chromatically compliant if, when reading the control scales on the print sheet made on one of these papers, it falls within the tolerances set by the standard itself.
3. The Customer can verify the correctness of the Product only by comparing it with a certified colour proof, produced with the same print profile as Splendo. The Customer is aware and accepts that it is not possible to object to chromatic anomalies from the comparison with previous processes, print samples from other manufacturers, prints obtained with different technologies.
4. By transmitting the print file in a colour profile other than CMYK, the Customer authorises Splendo to convert and declares that this takes place at his own risk.
5. For all types of paper other than those of point 1, for digital printing supports or for rigid supports of various kinds, since an ISO reference is not available, the Customer agrees with Splendo to respect the densities corresponding to the colorimetric values ??within the tolerances and tonal values ??foreseen by FOGRA51, in order to print in chromatic balance, that is without the presence of chromatic dominants on the appropriate control scale.
6. For print orders requested in black/white mode, any files attached in CMYK colour mode or other modes will be converted and printed in black/white.

Art. 13 - Creativity and preparation of files on behalf of Customers

1. The Customer, if he has not autonomously done so, can instruct Splendo to carry out the creative graphic or technical activity functional to obtaining a file suitable for printing the requested Product.
2. Splendo in carrying out this graphic activity, possibly also applied to the web, creates original works, having a creative nature, for whose protection please refer to articles 2575 ss. c.c. and the Law of 22 April 1941, n. 633 (Protection of copyright and other rights related to its exercise).
3. Splendo is the author of the works referred to in Art. 13.2 as organiser and creative director.
4. Splendo has the exclusive right of economic use of the work, as well as the right to publish it, reproduce it, disseminate it to the public, distribute it on the market, or withdraw it if there are serious moral reasons and, in any case, to exploit it in any form and way, original or derivative, within the limits set by law and compatibly with its nature.
5. Splendo reserves the power to sell its rights of economic exploitation.

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6. Splendo, even after the transfer of the rights referred to in Art. 13.5, may claim the paternity of the work and may oppose any deformation, mutilation or other modification of the work itself that may be detrimental to its commercial reputation.

Art. 14 - Obligations of the Customer

1. The Customer assumes full responsibility for the ownership of the contents, writings, logos and other material necessary for the realisation of the Product and ensures that they are in his legitimate availability, are not contrary to mandatory laws and regulations and do not violate any right of author, trademark, distinctive sign, patent or other third party's right deriving from the law, contract and/or custom.

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Section 3 - Warranty and withdrawal

Art. 15 - Withdrawal from the contract

1. The right of withdrawal is recognised only to Consumer Customers and can be exercised within 15 (fifteen) days from the completion of the Contract. Where there has been a principle of execution of the Service and/or of the Product, Splendo still has the right to withhold the advances paid to offset the material and the printing costs incurred.

Within 10 days from the conclusion of the Contract, Splendo can exercise the right of withdrawal by notifying the Customer. In this case, Splendo will not have to pay anything as a penalty, having to return only the sums received as deposit and/or balance and already collected.

Art. 16 - Revocation of the order

1. The Customer can request the partial or total revocation of an order in writing, only if the order is in the following processing states: invalid; suspended; new.
2. The Customer may request the revocation of an order in writing even when the order is in the "pre-press" status if he is unable to provide a file suitable for printing upon Splendo's request, or does not accept Splendo’s estimate to create a file on his behalf. In this case, the Customer bears the cost of checking and managing the order quantified in a flat rate in 5% of the value of the product, and in any case for an amount not less than 25€ + VAT.
3. In the event that the Customer cancels an order paid in advance, the Customer bears the administrative cost of reimbursement, quantified in a flat rate in 10€ + VAT.
4. With the written request for the revocation of an order in the status of "printing", "finishing", "cutting", "shipping" or "completed", the Customer agrees to the disposal of the goods made. The cost deriving from the partial or total production of the order is charged to the Customer and communicated by Splendo in writing. Splendo is not required to deliver the goods in case of revocation of the order.

Art. 17 - Order variation

1. The Customer may request the following changes in the accomplished order:
• change in the invoice and/or receipt header, if the invoice and/or receipt have not yet been issued;
• change in the shipping address of the order before shipping it. In this case Splendo reserves the right to request differences in amounts to meet the cost of the delivery to the new address;
• variation of the characteristics of the order as long as it is still in the "invalid", "new", "suspended", "pre-press" phases. Splendo will communicate in writing any additional production costs.

2. For each variation, the Customer bears the administrative cost, quantified in a flat rate in 10€ + VAT

Art. 18 - Specific production characteristics and complaints

1. Splendo manufactures customised products with a mass industrial process that has a tolerance in the result obtained according to the machinery used and the current state of technology.
2. The Customer accepts the existence of slight differences compared to a real or theoretical original described in the order summary, which will be created in the necessary production processes. The Customer also accepts the impossibility of having all the ordered products identical to each other. In particular, the Customer is informed and accepts that he cannot make complaints for:
• slight colour differences between two or more orders; with respect to a previous order; between individual print sheets within the same order; between the internal block of a book and the cover;
• slight cutting tolerances both in the position and in the finished format: up to 1 mm for cards, flyers and single sheet printed matter; up to 3 mm for books and magazines; up to 5 mm for large format panels and pvc;
• slight fold tolerances both in the position and in the alignment of the closed format sides, also in function of the number of folds

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to be made and the thickness of the paper;
• slight decentralisation in hot foil colours or UV spot coating overprints: up to 1 mm with respect to the printing position;
• slight imperfections in the print line in the case of hot stamping, embossing or letterpress;
• chromatic difference or other elements, linked to the technology used, between a sample model supplied and the final product;
• slight tendency of the paper to split during folding or creasing if the product has not been laminated;
• Depending on the atmospheric conditions of the period of the year in which the raw material is processed and the humidity to which it is therefore exposed, all paper products can be subject to a slight difference in compactness or stiffness in the sheets as well as to the presence of slight undulations. This is due to the stress and heating suffered by the material during the printing phase of the Product;
• for all offset printing products ordered in urgent mode (Business) and therefore produced in just 1-4 days, due to the processing speed and the impossibility of waiting for the time necessary for the ink to dry, is it possible to have counter-print and dirty between the pages.

3. For orders over 20 copies, an excess or defect quantity of 5% (five percent) is provided without affecting the validity of the order, or entitling the Customer to a refund or make him subject to higher costs. Copies obtained with waste paper, printing start sheets, copies for setting up machines for further processing, production scraps and the like also fall into this hypothesis.
4. For the chromatic verification of the products made by Splendo, only the use of certified colour proofs produced with the same printing profile used for the manufacture of the Product is allowed. Complaints based on the following cases are expressly excluded:
• samples of previous productions, whether or not produced by Splendo;
• samples or printing tests carried out on different raw materials, or with different technologies;
• a comparison with the monitor display of the PDF sent;
• in any other way declared by the Customer.

Art. 19 - Notification of defects

1. The Customer, upon receipt of the Product, ascertains its compliance with the requirements in the order.
2. The Customer can contest obvious defects within 8 (eight) days of receipt of the Product by notifying it in writing by fax (+39 06 541 1307), e-mail (letterpress@sprint24.com), or registered letter. Undetectable defects must be disclosed within 8 (eight) days of their discovery in the same form.
3. In contesting defects, the Customer undertakes to accurately describe the defect, to quantify it in terms of copies, to supply photographic documentation, and possibly some spoiled samples if requested by Splendo.
4. Any refunds will be made only after returning the flawed goods to our warehouses for further checks by us.
5. In the event of replacement, the Customer is required to return the defective goods at the request of Splendo.
6. The use and/or the partial return of the goods will void the right to a refund or replacement.
7. Reprinting the material at a Third Party supplier, without having reported the defect to Splendo and without having received its written release, will void the right to reimbursement.

Art. 20 - Warranty

1. Splendo delivers to the Customer a Product compliant with the Contract, in the sense that it is:
• suitable for habitual use and for the particular one expressly requested by the Customer;
• compliant with the description made by Splendo in the order summary;
• presents the usual qualities and performances of the same type that the Customer can reasonably expect, taking into account the nature of the asset and any public statements;

2. In the event of a lack of conformity, the Customer has the right to restore, without charge, the conformity of the goods by repair or replacement or a reduction in the price.

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Fax: +39 06 541 1307 Tel: +39 06 594 2860 Email: letterpress@sprint24.com
Bank name: BCC - Roma Ag. 158 Iban: IT92F0521603203000000001419 Swift: ICRAITRRROM

Customer information

3. The Customer can request, without charge and at his choice, the repair or replacement, unless one remedy, compared to the other, is objectively impossible or excessively burdensome for Splendo in the sense that it imposes unreasonable costs, taking into account:
• the value that the asset would have if there were no lack of conformity;
• the extent of the lack of conformity;
• the possibility that the alternative remedy can be carried out without significant inconvenience for the Customer.

4. The Customer may request an appropriate reduction in the price or the termination of the Contract, if one of the following situations occurs:
• repair and replacement are impossible or excessively expensive;
• Splendo has not repaired or replaced the asset within a reasonable time;
• the replacement or repair previously carried out has caused considerable inconvenience to the Customer.

5. In determining the amount of the reduction or the sum to be returned, the use of the good is taken into account.
6. A minor lack of conformity, as reported in the previous Art. 20, for which it has not been possible or is excessively burdensome to carry out the remedies for repair or replacement, does not give the right to terminate the Contract.
7. The lack of conformity that appears after six months from the delivery of the goods must be rigorously proven by the Customer.
8. Splendo makes no warranties:
• if, at the time of conclusion of the Contract, the Customer was aware of the defect of the Product, or could not ignore it with ordinary diligence, or the lack of conformity derives from instructions or materials provided by the Customer;
• for delivery delays or for lack of conformity attributable to the courier, who is responsible for the loss or damage of the things delivered to him for transport from the moment he receives them to the moment he returns them to the Customer, if he does not prove that the loss or damage resulted from a fortuitous event;
• for lack of conformity not recognisable with ordinary diligence, attributable to the subcontractor;
• if the lack of conformity did not exist at the time of delivery of the Product, but it occurred for reasons not attributable to Splendo;
• if the lack of conformity was recognised or recognisable by the Customer and if he accepted the Product, in the sense that, at the time of delivery, he received it without any reservation or without proceeding with the verification. The Customer has the duty to communicate the refusal of acceptance within 8 (eight) days of delivery.

9. In the cases referred to in paragraph 8, the Contract is valid and effective and can be dissolved only by mutual consent.

Art. 21 - Disclaimer of liability

1. Splendo is not responsible towards the Customers and/or beneficiaries of the service, if different, for damages of any kind, both direct and indirect, deriving from any errors (of any nature), in the printing of the file sent by the Customer or deriving from receiving wrong material. In such cases Splendo is exclusively required to provide the warrantee as indicated in Art. 22.
2. Splendo cannot be held responsible for any damage, direct or indirect, due to failure and/or delay in delivery of the material, nor is it responsible for any deterioration of the packaging; in this case Splendo is exclusively required to provide the warrantee as indicated in Art. 22 on condition that the package is accepted by the Customer "with reservation of defects" which must be listed on the receipt issued by the courier and communicated by fax, under penalty of forfeiture, within 8 (eight) days of receipt of the package.

Art. 22 - Express termination clause and penalty

1. In all cases of non-fulfilment of the obligations referred to in Art. 16 of this Contract, Splendo, if it does not prefer to ask for fulfilment, has the power to terminate the Contract pursuant to art. 1456 of the Civil Code, without being required to return the sums paid by the Customer in advance for the Products and/or Services not yet used, as these sums will be retained as a penalty for the simple delay.

CONDITIONS OF SALE

Seller information

Sprint24 Srl

R.E.A. 545,522 - Cap. Soc. 46,481.12 €
Executive offices: Via San Romano Di Garfagnana, 23 - 00148 Roma
Registered offices: Via Maurizio Bufalini 8 - 00161 Roma
Vat code: 01618061004 Italian social security code: 06787400586 SDI: 5RUO82D
Fax: +39 06 541 1307 Tel: +39 06 594 2860 Email: letterpress@sprint24.com
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Customer information

2. The Contract is terminated, in any case, when the non-fulfilment of one of the parties is due to unforeseeable circumstances or force majeure, or the impossibility of performance deriving from non-attributable causes.
3. Without prejudice to the claim for the suffered damages.

Seller information

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Customer information

Section 4 - Final Provisions

Art. 23 - Invoicing

1. At the latest after the shipment of the goods, Splendo sends the transport document and invoice in electronic pdf format to the e-mail address indicated in the Customer’s personal area. Transport document and invoices are also available in the Customer's personal area.
2. Italian Customers subject to electronic invoicing will receive the invoice on their SDI or their PEC address communicated in the personal area.
3. There is no provision for printing and sending payment documents in paper format.
4. The Customer is entitled to request billing in advance or upon receipt of payment.

Art. 24 - Interest on late payments

1. If the Customer qualifies as an entrepreneur (that is any person carrying out an organised economic activity or a freelance profession), for late payments by the Customer the Legislative Decree 9 October 2002 n. 231 will be applied.
2. Splendo is entitled to receive the payment of default interest, according to the following clauses, unless the Customer-debtor proves that the delay in payment of the price was determined by the impossibility of the performance deriving from causes not attributable to him.
3. The default interest, payable by the Customer, starts automatically from the day following the expiry of the payment term, as set out in these Terms and Conditions, or, unless otherwise established, at the expiry of the following term:
• thirty days from the date of receipt of the invoice by the Customer or of a payment request of equivalent content;
• thirty days from the date of receipt of the Product, when the date of receipt of the invoice or equivalent payment request is not certain;
• thirty days from the date of receipt of the goods or from the date of performance of the services, when the date on which the Customer receives the invoice or the equivalent request for payment is earlier than that of receipt of the Product;
• thirty days from the date of acceptance or verification provided for in Art.16.2, of these Terms and Conditions, for the purpose of ascertaining the conformity of the Product with the contractual provisions, if the Customer receives the invoice or equivalent request for payment in a period not later than that date.

4. The default rate is equal to the rate applied by credit institutions to primary customers (prime rate) plus 5%.
5. Splendo is in any case entitled to receive compensation for the costs incurred for the recovery of sums not promptly paid, unless it proves the greatest damage suffered.

Art. 25 - Jurisdiction.

1. Disputes relating to the execution and interpretation of the Customer Agreement will be defined exclusively by the Court of Roma.