

GENERAL TERMS OF SALE

The general terms of sale are in accordance with the provisions of article 7 of Legislative Decree 70/2003, and Legislative Decree. 185/99 concerning remote e-contracts and GUARANTEES for the purchaser.

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1. Parties

Vendor: Elyasy Arredo SNC with registered office at Via G.B. Foggini, 11 50142 Florence, Italy, Chamber of Commerce of Florence registration and VAT number 06517240484 (hereinafter, the "Vendor").

Customer: the party identified by the data entered during the registration and acceptance of these general terms procedures (hereinafter "you" or "the Client").

2. Subject of the contract

Using e-commerce services the Vendor offers the Client a virtual store where it is possible to see and purchase different types of handmade rugs online. The client may view the electronic catalogue and the Vendor's offers and make purchases in accordance with these terms of sale.

3. Technology and security

In order to guarantee secure transactions for credit card payments, the system uses the Banca Sella technology based on an SSL3 encrypted carrier with a 128 bit Triple Des algorithm.

4. Privacy

It is possible to access the www.elyasy.co.uk site without being a registered user and to view the information, product data, base price lists and all services that do not require personal information to be entered.

In order to use the services such as the newsletter and make online purchases, you must enter the requested data. Providing the data is not compulsory, however, its purpose is to establish and maintain a contractual relationship with the Vendor, this cannot take place if you refuse to provide the requested data.. With regard to personal information, you, the Client, may exercise all the rights as set forth in Decree Law 196/2003.

The data you provide or that may be referable or attributable to you may be transmitted to:

- third parties that perform specific services on our behalf (delivering goods, manufacturing requested items, keeping accounting records, fulfilling tax obligations, managing the computer systems, market research);
- banks for the handling of receipts and payments deriving from the performance of the contract

5. Nature of the contractual relationship and cases in which consumer protection laws are not applicable
In compliance with the provisions of current national and European Laws, the contractual relationship between the Vendor and Client is governed by consumer protection laws only when the client makes a purchase for personal reasons that are not related to his/her business or profession. Therefore, the consumer protection laws, and specifically Decree Law no. 185 dated 1999 (remote contracts), Decree Law no. 50 dated 1992 (right of termination) and articles 1469/bis and ff. of the Italian Civil Code are not applicable in the event that a client makes a purchase related to his/her business or profession and provides the business's VAT number for billing purposes.

6. Prices and Guarantees

Unless otherwise specified, all prices shown are inclusive of Value Added Tax (VAT) and are expressed in Euros. The prices shall be applicable exclusively as indicated (on the screen) at the time you send your order to the Vendor. The prices of some or all of the products are subject to change without notice, even several times in one day. A receipt is issued for each order, and is sent with the goods. Invoices are issued on request and are sent with the goods. The Vendor is not responsible or liable for any taxes levied by other countries. Each item is delivered with a certificate of origin specifying the dimensions, type and provenance and crafting (for example hand-knotted rugs).

7. Payment

The Client has the option to choose among the following payment methods:

- COD
- Prepayment by bank transfer
- In this case, we shall ship the goods as soon as we receive confirmation that payment has been effected.
- Credit Card

Visa, Mastercard, American Express and BankAmericard via the Banca Sella technology.

You are hereby advised that, after having made the appropriate checks, the Vendor shall debit the amount on the date that the order is actually filled, and therefore, payment is effected only at that time. In this way, you can be sure that, in the event of any problem concerning availability, or delays for reasons that are beyond the Vendor's control you will not be debited before the order is actually filled.

- Instalment Payments (hire-purchase)

Only Italy

8. Orders

Each order is identified by a unique code (the order number) and contains the date the order is forwarded to the system, description of the item(s) ordered, shipping charges, the unit price of each item including VAT, expressed in Euros, and the total amount, including VAT. Receipt of the order by the computer system is not binding until the Vendor sends an e-mail confirmation to the address you give when you register. You can check the status of your order at any time on the www.elyasy.com website using the secure system (User Name and Password) to access your personal, reserved area.

9. Delivery times and methods

The Vendor shall ship the goods via express courier, or you, the Client, may make arrangements with the Vendor to pick up the goods from our premises by other means. As soon as you receive the goods at your home, you must check that the packing is intact, then make sure that the quantity and quality of the goods corresponds to what is shown on the shipping document(s). If you find any discrepancy, you must specify it clearly on the shipping document(s) (delivery note or the waybill). If you fail to do so, you will forfeit your rights concerning claims, returns, etc..

The delivery times are 2/3 working days for deliveries in Italy and 5/6 working days for the rest of Europe, these times

correspond to the information we get from the express courier. Any delays or variations are the courier's responsibility. When the goods leaves our premises, you will be sent an e-mail message with all the shipping data so that you can track your order online.

10. Claims and shipping delays

The client has the right to give verbal - by calling the toll-free number 800 911 613 (in Italy) +3955715979 or written - by e-mail addressed to info@elyasy.com - notice of problems (delivery errors, delayed or wrong delivery). Any such complaints will be handled immediately to solve the problem to your full satisfaction..

11. Right to Terminate the Contract

With each order the Client receives written instructions on how to exercise the right to terminate the contract. elyasy.com offers the possibility of exercising that right within 30 (thirty) working days from the receipt of the goods. You must give notice of your intention to exercise that right, in writing by registered return-receipt mail addressed to "Elyasy Arredo SNC Via G.B. Foggini, 11 - 50142 Firenze". Notice of termination may also be given by telegram, which must be confirmed by a registered, return-receipt letter sent within the following 48 (forty-eight) hours. An elyasy.com representative will contact you and explain how to return the goods. You are entitled to terminate the contract without incurring any penalties and you will be refunded the full amount of the purchase price.

To maintain a mutually fair and upright relationship, the Client hereby undertakes to conserve the goods received, and that s/he intends to return, with utmost care and diligence, and to keep them intact with the original packing or equivalent.. The Vendor shall not accept any goods for return that are not intact, that are in deteriorated condition, that are missing their original accessories or that otherwise do not correspond to their original properties, and shall return them to the client at the client's expense. After the Vendor has received the goods in accordance with the foregoing terms, and ascertained their condition, the Vendor shall refund the client's money.

The Vendor hereby undertakes to make refunds under the provisions of this termination clause by bank transfer within 30 (thirty) working days of receipt of the client's notice of termination.

12. Client guarantees

The Client hereby guarantees - and assumes all responsibility to save harmless the Vendor from all possible detrimental consequences - that the personal information s/he provides when accepting these general terms and conditions are truthful and make it possible to ascertain his/her true identity. The Client furthermore undertakes to promptly inform the Vendor in writing or e-mail of any changes in the information provided.

13. Limited Liability

The Vendor hereby waives all liability for any malfunction, interruption of services or faulty performance due to Acts of God or accidental causes which cannot be ascribed to the Vendor's negligence or severe fault.

14. Validity of Electronic Communications

The Client hereby accepts that the Vendor may electronically transmit notices and communications concerning all the online services (including those regarding orders) via e-mail and WEB services; the Client hereby acknowledges the full validity of such communications, specifically waives the right to ignore the contents of statements sent and/or received in electronic format.

15. Complaints

You can forward comments, complaints and claims to the Vendor via:

1. the Info Page whether or not you are a registered user;
2. The Notes field on each order form
3. E-mail to the attention to staff Elyasy.
4. Toll-free number: 800 911 613 (in Italy)-0039055715979
5. Registered, return-receipt mail addressed to Elyasy Arredo SNC Via G.B. Foggini, 11 - 50142 Florence, Italy

16. Cost of using remote communications services

The use of all the all the online site services is billed by the Client's provider. You must contact your provider to obtain all information about rates..

17. Applicable Law

All the e-commerce services available at the elyasy.co.uk website are governed exclusively by Italian law.

According to the provisions of articles 1341-1342 of the Italian Civil Code the client certifies that s/he has read and hereby accepts the general terms of sale of the elyasy.com site and specifically articles 11(right to terminate the contract); 12 (Client guarantees); 13 (limited liability); 14 (validity of electronic communications); e-commerce: information concerning the confidentiality and handling of personal information