

Unitronitalia INSTRUMENTS

Pre-contractual obligations to be published on the website

Products' information

About Unitronitalia

Unitronitalia Instruments s.r.l. is a company active in the trade of precision instruments for microscopic and naturalistic astronomy. In such field, Unitronitalia is the exclusive importer and distributor in Italy of products marked **BAADER PLANETARIUM, 10MICRON, TEC, PLANEWAVE INSTRUMENTS, SKYLIGHT TELESCOPES, KOKUSAI KOHKI, UNITRONITALIA INSTRUMENTS**, and it is the authorized dealer in Italy of the products marked **ASTRO-PHYSICS, CELESTRON, IMAGING SOURCE, KONUS, GEOPTIK, LUNT, SHARPSTAR, SKY-WATCHER, SOFTWARE BISQUE, SOLAR SPECTRUM, SPETTROSCOPIA, STARLIGHT XPRESS, STARWOKS, STARIZONA, VIXEN, VINTAGE TELESCOPE**.

Corporate information

UNITRONITALIA Instruments S.r.l.

VAT no.: IT 10878271005

Registered office: Via G. B. Gandino, 37/39/41 - 00167 ROMA - Italy

RI ROMA/2010 Share capital 60,000.00 REA 1261155

Contact us

The shop is open from Tuesday to Friday, 2.30 p.m. to 7.30 p.m., and Saturday, 10 a.m. to 1 p.m. and 2.30 p.m. to 7.30 p.m.

The Clients may contact Unitronitalia via email at the email address contact@unitronitalia.com or by [telephone to the telephone number +39 06 39738149](tel:+390639738149).

The Client service is active from...to...

Payment, delivery and risk transfer

The purchase price might be paid choosing one of the following methods:

- a. Credit card: the Seller accepts the most popular credit cards, such as: VISA - MASTERCARD - AMERICAN EXPRESS - AURA – PAYPAL. In such case, the collection costs are charged to the client;
- b. Bank transfer;
- c. POSTEPAY (via PayPal);
- d. cash on delivery up to a limit of Euro 1,000.00 with an additional expense of Euro 17.00.

UNITRONITALIA INSTRUMENTS Srl

Via Giovan Battista Gandino 37,39,41 - 00167 Roma (Rm) –

P.IVA/CF: 10878271005 - REA: 1261155

Fatturazione elettronica CODICE SDI KRRH6B9 - Telefono: 0639738149

Mail: shop@unitronitalia.com – www.unitronitalia.com



The Seller undertakes to make any reasonable effort to respect the delivery time indicated and, in any case, to deliver within 30 (thirty) days – or within the agreed term – from the conclusion of the Purchase Contract. If the Seller does not deliver the Products within the term previously agreed, due to the delay of the manufacturer or of other parties, the delivery shall take place within an additional appropriate term indicated by the Purchaser to the Seller. In case of non-execution of the order within the agreed term, due to the unavailability of the Product, the Seller shall inform the Purchaser with a written notice and the Purchaser may send written request in order to obtain the refund of any sum already paid for the Product.

The Seller shall deliver to the carrier or the shipper the ordered Products so that they can be transported to the address provided by the Purchaser.

The delivery costs are charged to the Purchaser.

In case of distance contract, the delivery obligation is fulfilled with the transfer of the material availability or control over the Product to the Purchaser/Consumer.

In case of distance contracts concluded with the Purchaser/Consumer, the risk of loss or damages of the Products, due to circumstances for which the Seller is not responsible, shall pass to the Purchaser/Consumer when the latter or a third party indicated by the latter and different from the carrier has the material availability of the Product. However, if the carrier is chosen by the Purchaser/Consumer without any suggestion from the Seller, the risk of loss or damages shall pass to the Purchaser/Consumer when the Product is delivered to the carrier.

In case of contracts concluded with the Purchaser/Professional, the risk of loss or damages is transferred to the carrier at the delivery.

Incoterms 2020 shall apply to the Purchase Contract, if such application is agreed to in writing by the Parties .

The Purchaser undertakes to check promptly, as soon as possible, that the delivery includes all and only the purchased Products, and to inform promptly the Seller of any defect of the Products received or any discrepancy from the purchase order, otherwise, the Products are considered as accepted.

Right of withdrawal

Without prejudice to the exceptions provided by article 59 of the Consumer Code, the Consumer is granted the right to withdraw from the Purchase Contract, without giving any explanation and without penalties, within 14 (fourteen) days from (i) the delivery of the Product or (ii) in case of two or more Products ordered together but delivered separately, the date of the last delivery.

To exercise the right to withdraw, the client shall notify to Unitronitalia his/her decision, through an explicit declaration (sent by ordinary mail or email). The client may also use the form available on the Website, section “My orders”, which shall be printed, filled in every part, signed and sent back to Unitronitalia via email.

The declaration shall be sent before the term of 14 (fourteen) days.

Once the withdrawal is effective, any payment made by the client in favor of Unitronitalia shall be refund, excluded the shipping costs (in case the client has purchased products for a total value equal to or lower than Euro 50.00), without delay, and, in any case, within fourteen (14) days. The refund shall be made through the same payment method used by the client for the first transaction.

The refund can be suspended until the client gives evidence of the restitution of the products.

After the notification, the client shall receive an email confirming the withdrawal and indicating, if he/she has already received the product/s, the instructions for the product recall by the carrier appointed by Unitronitalia, within 14 (fourteen) days from the email date.

The client is responsible for any decrease in value of the products, resulting from an incorrect use not necessary to ascertain the nature, the characteristics and the functioning of the products. Therefore, if the returned products are used and/or damaged (i.e. worn-out, abraded, scratched, deformed, etc.) not complete with all their elements and accessories, not accompanied by instructions/notes/manuals attached, or by the original packing, the client shall be responsible for any decrease in value of the product, and shall have right to obtain the reimbursement of an amount equal to the residual value of the product. To such extent, the client is recommended to avoid any manipulation not necessary to ascertain the nature, the characteristics and the functioning of the products and pack them in order to protect their integrity during the delivery.

Warranties, returns and refunds

The Seller guarantees that the Product complies with the declared characteristics and is suitable for the use for which it is intended.

Should the Contract is concluded by the Consumer, the legal guarantees provided for by the Consumer Code (Articles 128 et seq.) apply. The Seller is responsible for any lack of conformity that occurs within two years of delivery of the Product. Any lack of conformity must be reported, under penalty of loss of the guarantee, within two months from the date of their discovery. The legal action filed to assert any lack of conformity is prescribed, in any case, within twenty-six months from the delivery of the Product. In case of lack of conformity, the Consumer may request, at his/her choice and without any charge, the repair or replacement of the Product, unless the requested remedy is objectively impossible or excessively burdensome; alternatively, it can ask for an adequate price reduction or termination of the contract.

Should the Contract is concluded by the Professional, the legal guarantees provided for by the Civil Code (Articles 1476 et seq.) apply. The Seller is responsible for defects that make the Product unsuitable for the use for which it is intended or if it appreciably decreases its value, and which occur within one year of its delivery. Any defects must be reported, under penalty of loss of the guarantee, within eight days from the date of their discovery. The legal action to assert any defects is prescribed, in any case, within one year from the delivery of the Product.

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In case of defects, the Consumer may request, at his/her choice, an adequate reduction in the price or the termination of the Contract, unless, for certain defects, the resolution is excluded, and provided that the defects exceed the limits of tolerability established by legal customs. The warranty is not due if, at the time of the delivery, the Professional knew the defects of the Product or these were easily recognizable.

The reporting of lack of conformity and / or the defects of the Product shall be made using the ordinary e-mail address indicated in the following art. 11 and it shall specify and prove in detail the conformity defects and / or the defects reported, as well as the type of guarantee required. It must be filed using the "Return Form", available on the Website. The order confirmation sent by the Seller and/or fiscal receipt as well as 3 (three) pictures (one picture of the whole Product, one picture of the identification code and one picture of the alleged defect) shall be attached to the Return report.

The warranties do not apply in the event of improper or abnormal use, damage, tampering or unauthorized repairs of the Product, and in all cases in which the defects are caused by inexperience, negligence or imprudence of the Purchaser.

The Products covered by the warranty or, in any case, the Products which need technical assistance shall be delivered to the Seller, but only after its written authorization.

The Product that requires technical assistance shall be shipped to the Seller only after the Seller's written authorization, with which the Seller will certify the effectiveness of the warranty; otherwise, the Seller will not be responsible for the custody of the Product or for the shipping costs.

By accepting these T&C, the Purchaser indemnifies the Seller in the event of disputes raised by a final buyer, by other sellers of the same contractual chain or by any other intermediary.

The indemnity also operates in the event that the Purchaser gives his/her consent to a repair carried out directly by the manufacturer.

It is understood that the legal guarantees listed above do not entail any recognition of any other form of reimbursement and / or compensation for damages.

Except as provided in this article, Unitronitalia reserves the right to carry out after-sales activities.