



T.M. srl
dei f.lli Morandini

*il Primo
aroma*

TERMS OF SALE

These are the terms and conditions (hereinafter, the Terms) on which we supply products to you through the site (shop.caffemorandini.it) (hereinafter, the Site).

Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

- 1.1 We are T.M. SRL TORREFAZIONE DEI F.LLI MORANDINI & C., with registered office at (25040) Esine (BS), Via Ruc, n. 1 / C, registered in the Companies Register of Brescia R.E.A. n. BS - 333145, VAT number 01992780989, in person of our legal representative, Pietro Morandini (hereafter, We or the Company).
- 1.2 Our Site is active for a customer and for a business client.
- 1.3 We do not sell to you if you are a customer or business client resident or with registered office or, in any case, with the place of delivery of our products in a country that is not part of the European Union, with the exception of the Republic of San Marino and the Vatican City.
- 1.4 We sell the following products:
 1. Biocaffè Fairtrade in 500 g (grains) or 250 g (ground) packet;
 2. Caffè 1930 in 1000 g (grains) or 250 g (ground) packet;
 3. Maxima in 250 g (grains) or 250 g (ground) o in 150 or 18 pieces packet (compostable pods);
 4. Miscela Crema in 250 g (ground) packet;
 5. Miscela Primo Aroma in 250 g (ground) packet;
 6. Miscela Audace
 - in 18 or 150 pieces (compostable pods) packet
 - in 10 or 100 pieces (compostable pods compatible with Nespresso) packet
 - in 12 o 102 pieces (compostable pods compatible with A Modo Mio) packet;
 7. Miscela Delicata
 - in 18 or 150 pieces (compostable pods) packet
 - in 10 or 100 pieces (compostable pods compatible with Nespresso) packet
 - in 12 o 102 pieces (compostable pods compatible with A Modo Mio) packet;
 8. Miscela Leggera

T.M. srl
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- in 18 or 150 pieces (compostable pods) packet
 - in 10 or 100 pieces (compostable pods compatible with Nespresso) packet
 - in 12 o 102 pieces (compostable pods compatible with A Modo Mio) packet;
9. Miscela 100% Arabica in 50 or 150 pieces (Espresso Point pods) packet;
10. Miscela 100% Robusta in 50 or 150 pieces (Espresso Point pods) packet;
11. Miscela Dec in 50 or 150 pieces (Espresso Point pods) packet;
12. Coffee and ginseng flavored drink in 50 or 150 pieces (Espresso Point pods) packet;
13. Soluble barley in 50 or 150 pieces (Espresso Point pods).
- 1.5 We sell oly for business clients office kits in 50 or 100 pieces consisting of 50 or 100 plastic cups, 50 or 100 plastic pallets, 50 or 100 sugar sachets.
- 1.6 The graphic appearance of the packets of our products may not coincide with that shown on the Site in the event that We have modified them.
- 1.7 All of our products present to you the information on foods provided for in EU regulation no. 1169/2011 and any other current legislation on consumer health protection.
- 1.8 Nespresso, Lavazza A modo mia and Lavazza Espresso Point are not our trademarks or of companies connected to us and/or controlled by us. The compatibility of our pods is functional for use on Nespresso, Lavazza A Modo Mio and Lavazza Espresso Point machines and does not replace the use of the original pods.
- 1.9 The price of our product (which includes VAT) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct. Prices may vary because some discounts and/or promotions will only be valid for a limited period of time. We may freely activate exclusive promotions for purchase through the Site. We will apply you also the shipping costs indicated in the following table:

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DELIVERY NATION	SHIPPING COSTS
Austria	15,00 €
Belgium	15,00 €
Bulgaria	35,00 €
Vatican City	7,50 €
Croatia	30,00 €
Cyprus	140,00 €
Denmark	20,00 €
Estonia	37,00 €
Finland	45,00 €
France	23,00 €
France (Corsica)	103,00 €
Germany	19,00 €
Greece	82,00 €
Greece (islands)	131,00 €
Ireland	36,00 €
Italy	7,50 €
Latvia	37,00 €
Lithuania	37,00 €
Luxembourg	16,00 €
Malta	127,00 €
Northern Ireland	61,00 €
Netherlands	16,00 €
Poland	25,00 €
Portugal	33,00 €
Portugal (Azores)	103,00 €
Portugal (Madeira)	77,00 €
UK	27,00 €
Czech Republic	25,00 €
Slovak Republic	40,00 €
Romania	36,00 €
Republic of San Marino	7,50 €
Slovenia	21,00 €
Spain	28,00 €
Spain (Balearic Islands)	70,00 €
Spain (Canary Islands)	120,00 €
Sweden	27,00 €
Hungary	24,00 €

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- 1.10 We do not require you shipping in the event that your purchase is more than €. 60.00 (euro sixty/00) if our products are to be delivered in Italy, San Marino and Vatican City, or your purchase is more than €. 150.00 (euro one hundred and fifty/00) if our products are to be delivered in countries other than Italy, San Marino and Vatican City.
- 1.11 You can create an order on our Site through the following procedure: product selection, insertion of your delivery address and fiscal data, acceptance of the information for our use of your personal data. We accept your order if you have completed correctly and without any error message the entire procedure provided for in this Article of these Terms.
- 1.12 You will receive by email the confirmation of your order made with the summary of the products, their prices, any special conditions applicable to your order and the delivery address.
- 1.13 We undertake to deliver within 10 (ten) working days from the date of confirmation of your order.
- 1.14 All risks of loss and/or deterioration of the products will be the sole responsibility of the carrier appointed by us from delivery to the carrier of our products for delivery to you.
- 1.15 At the time of delivery by the carrier you must check the quantity of the products in accordance with your order confirmation. In case of missing products, you must inform us by email at shop@caffemorandini.it within 7 (seven) calendar days from the date of receipt of your order, attaching the invoice and the waybill of the carrier. After our check of your request, we will send you the missing products.
- 1.16 We will not accept the return of products purchased through the Site. However, in case of anomalies of our products, you must inform us by email at shop@caffemorandini.it within 7 (seven) calendar days from the receipt of the order, attaching the invoice and the waybill of the carrier.
- 1.17 We will examine the anomalies of your products reported by you in accordance with the previous Article 1.16. If anomalies are attributable to defects in the process of conservation and/or preparation of the order, we will proceed in the manner indicated in Article 1.15 of these Terms.
- 1.18 Except as indicated in the preceding Articles 1.16 and 1.17 of these Terms, the right of withdrawal is excluded because our products are assets that risk to deteriorate and are not replaceable.
- 1.20 We will not be in any way responsible for the temporary or definitive unavailability of one or more products. In case of unavailability, even temporary, of the products, We will not charge you the corresponding price.
- 1.21 You can pay us by Paypal. You can use only one credit card that covers the entire amount of your expense. Your credit card details will be processed by Paypal and not by us.
- 1.22 For any your damage, which may derive from the payment procedure, Paypal will be exclusively responsible, because We are neither owner nor operator of the payment system.

T.M. srl
dei f.lli Morandini

- 1.23 We will issue receipt for tax purposes for customers and invoice for business clients. If you are a business client, you must inform us about your VAT number. No change in receipt and/or in invoice will be possible after issuance.
- 1.24 In the event of your serious non-fulfillment (for example and not exhaustively, your repeated absence at the time of delivery, incorrect use of the Site), We, upon written notice, will reserve the right to suspend our service for you.
- 1.25 We will guarantee compliance with the current quality standards relating to food products only up to the time of delivery to the carrier. Any our liability for the bad state of the products due to improper storage subsequent to delivery to the carrier will be excluded.
- 1.26 We will not be liable for any direct or indirect damage of any kind whatsoever or under any form resulting from your incorrect use of the Site and/ or the news, photos and information contained therein.
- 1.27 Our sale is subject to the laws in force in the Italian Republic.
- 1.28 You can bring legal proceedings in your national Court if you are a customer. You can bring legal proceedings only in Italian Court of Brescia if you are a business client.

These Terms are in force and applied by us with effect from 11 February 2019.