



Product Form / Italian Order

Effective 28/03/2024

ALL FIELDS AND SIGNATURES ARE MANDATORY - FILL ELECTRONICALLY (not by hand)

受付

ID-number (do not fill in)

Applicant's Information

☐ Distributor

☐ USER

*Name

*Firstname, Surname / Company name

*Date of birth(DD/MM/YYYY)

(If company, input owner's birthday)

*Address

*Zip code

*City

*Province

Shipping address (if different from Billing address)

*Phone #

Mobile #

*Email

*Codice Fiscale - Fiscal Code

*VAT code (only for companies)

*Codice Destinatario - Recipient Code (only for companies)

Sponsor *ID

*Enroller Name

* Sponsor Name

*Enroller ID

[] A line

*Enroller Phone

☐ LeveLuk K8 EURO 4200

☐ LeveLuk SD501 Platinum EURO 3500

☐ LeveLuk SD501 EURO 3280

☐ LeveLuk JRIV EURO 2700

☐ Anespa DX EURO 2600

Full payment

*Price

*VAT 22%

*Shipping**

*Total

**

Shipment for Machine **18 Euro**
extra (to add) for Venice and small isles **10 euro**

Enagic E-Payment

(Please fill in also E-Payment Form)

*Price

*VAT 22%

*Installment fees

*Shipping**

*Total

*Downpayment

*Installment €/monthly

€ 3 / 6 / 10 / 16 / 24

*Payment Method

☐ Bank Transfer

☐ Bank Financing (attach request form)

*Credit Card

☐ Master Card

☐ Visa

*Credit Card Number

*expiry (MM/YY)

CVV

*Cardholder Signature (mandatory)

The Customer pursuant to art. 52 of Legislative Decree n. 21/2014 has the right to revoke the order proposal. For the exercise of this right the customer can use the mod. type of withdrawal referred to in Annex B or submit any other explicit declaration of its decision to withdraw from the contract (eg mail, fax or e-mail) within 14 days from the day on which the consumer acquires physical possession of the goods. The registered letter must be addressed to Enagic Italy srl, Via M. Aurelio 35 / a - 00184 Rome. The right of withdrawal will be exercised without having to provide any reasons and without having to bear costs other than those provided for in Article 56, paragraph 2, and Article 57 except as provided by art. 52 paragraph 2 of the same Legislative Decree Pursuant to art. 57 of Legislative Decree 21/2014, if the delivery of the goods took place, the Customer is obliged to return it, intact, to Enagic Italy srl, Via M. Aurelio 35 / a - 00184 Rome, within 14 days from the date on which the Customer has communicated to Enagic Italy srl its decision to withdraw from the contract. Return costs are charged to the customer. The Customer declares to have received the pre-contractual information showing all the points provided for by art. 49 DL 21 February 2014 n. 21 Implementation of Directive 2011/83 / EU on consumer rights, amending Directives 93/13 / EEC and repealing Directives 85/577 / EEC and 97/7 / EC".

* Date _____ * Signature _____ (mandatory)

*Applicant's Signature (mandatory)

*Date (DD/MM/YY)

*Sponsor's Signature (mandatory)

*Date (DD/MM/YY)

Banca: Banca Nazionale del Lavoro Ag. 25
Nome: Enagic Italy SRL
IBAN: IT48 R010 0503 2250 0000 0000 973
SWIFT: BNLIITRR

Enagic Italy SRL
Via M. Aurelio, 35 A/B - 00184 Roma
Codice Destinatario: PAR1J38
P.IVA / C.F.10930641005

Tel +39-063330670
Fax +39-0633219505
ordini@enagiceu.com
www.enagiceu.com

GENERAL TERMS AND PRE-CONTRACTUAL INFORMATION

ENAGIC ITALY S.R.L. PRODUCT DELIVERY TERMS

1. The ordered merchandise, as indicated on the order form, will be delivered to the customer by courier within 15 working days from the receipt of the order and payment. Delivery costs are the responsibility of the customer. The amount of delivery costs depends on the size and weight of the shipment, as well as the conditions applied by the assigned courier. Enagic Italy SRL also assumes all responsibility for any damage that the products may incur during shipping.

RIGHT OF WITHDRAWAL AND WARRANTY OF PROPER FUNCTIONING AND CONFORMITY

2. Within 14 working days from the delivery of the purchased product, the customer has the right to withdraw from this contract, without the need to provide any reasons, by sending a written communication via registered mail to ENAGIC ITALY SRL, Via Marco Aurelio 35 A/B – 00184 ROMA (RM). The right of withdrawal is considered to be timely exercised if the relevant communication is sent within the aforementioned timeframe. Within 14 days from the exercise of the right of withdrawal, the customer must send the products to be returned to the address of Enagic Italy SRL as indicated above. Within 14 days from the return of the product, and provided it remains intact, the company will reimburse the customer for the amounts paid for the purchase of the goods, excluding shipping costs. The customer also has the right to withdraw from this contract if Enagic Italy SRL does not deliver the ordered goods within the agreed timeframe, nor does so after a single written request from the customer. In this case, the selling company will reimburse the customer within 30 days of the written notice of withdrawal. The right of withdrawal also applies in the event the merchandise is delivered damaged due to the fault of the carrier. In this case, Enagic Italy SRL will send the customer the new ordered merchandise. In accordance with the legal provisions (art. 130 and following of Legislative Decree No. 206/2005), Enagic Italy SRL is responsible for the operation of the ionizer for a period ranging from 3 to 5 years (depending on the selected model) from the delivery. If the ionizer needs to be sent to the Enagic Italy SRL headquarters, the transportation costs are borne by the customer.

SALVATORY CLAUSE

3. In the event that one or more provisions of this contract are void or unenforceable, this shall not affect the validity of the remaining provisions.

FORM 4. Any oral agreements are null and void. Any variations or modifications to this contract must be made in writing, under penalty of invalidity, and must be signed by both parties.

RESERVATION OF OWNERSHIP – (INSTALLMENT PLAN)

4. The sale is made with a reservation of ownership. The buyer, therefore, acquires ownership of the product upon payment of the final installment. The risks are borne by the buyer from the moment of product delivery. The company reserves the right to retain the device brought to its premises for any reason in the case of missed installment payments, until the accounting position is regularized.

JURISDICTION

5. In the event that Article 33 letter u) of Legislative Decree No. 206/2005 (Consumer Code) concerning the consumer's jurisdiction does not apply, the parties, by mutual agreement, stipulate that the competent court is the legal seat of **Enagic Italy SRL, with legal headquarters at Corso Italia 8, Milan 20122.**

By signing this contract, I declare that I have read, understood, and accepted all the general conditions stated above. I also confirm that I have received a copy of the order and the general conditions.

CUSTOMER NOTICE: Sales Representatives of Enagic Italy SRL are not authorized to collect a deposit (checks), advances, or any payment amount at the time of order submission.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the buyer expressly approves the following articles: 2) 3) 4)

Date _____ Customer's Signature _____

INFORMATION ON PERSONAL DATA PROCESSING AND CUSTOMER INFORMED CONSENT

Pursuant to and for the purposes of articles. 13 and 14 of EU Reg. 2016/679 (GDPR), the company Enagic Italy SRL informs that:

- 1) the processing of your personal data is aimed exclusively at the correct and complete execution of this contract;
- 2) the processing is carried out by means of the following operations or series of operations: collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and destruction of data;
- 3) the operations indicated in point 2) of this information may be carried out by the company Enagic Italy SRL with or without the aid of electronic tools or in any case automated;
- 4) the processing of personal data is carried out by the owner and / or by the persons in charge of the processing;
- 5) the provision of common and sensitive personal data (eg relating to the state of health for the needs of the interested party / customer but essential for contractual purposes) is strictly necessary for the execution of this contract; any refusal by the Customer to provide their personal data to the company Enagic Italy SRL, where essential, it could make it impossible to conclude and execute the sales contract for Enagic® products;
- 6) The personal data may be disclosed to the persons in charge of the processing and may be communicated for the purposes referred to in point 1 to external collaborators of the company Enagic Italy SRL and in any case to all those subjects to whom the communication is necessary for the regular execution of the sales contract;
- 7) personal data are not subject to disclosure;
- 8) pursuant to art. 15 and ss. of EU Reg. 2016/679 (GDPR) the interested party can exercise the following rights: Right of access - Obtain confirmation that a processing of personal data concerning you and, in this case, receive information relating, in particular, to: purposes of the processing, categories of personal data processed and period of conservation, recipients to whom these can be communicated (article 15, GDPR); Right of rectification - Obtain, without undue delay, the rectification of inaccurate personal data concerning you and the integration of incomplete personal data (Article 16, GDPR); Right to cancellation - Obtain, without undue delay, the cancellation of data personal data concerning you, in the cases provided for by the GDPR (article 17, GDPR); Right of limitation - Obtain the limitation of processing, in the cases provided for by the GDPR (Article 18, GDPR); Right to portability - Receive your personal data in a structured format, commonly used and readable by an automatic device, as well as obtain that the same are transmitted to another holder without impediments, in the cases provided for by the GDPR (article 20, GDPR); Right to object - To object to the processing of personal data that concern you, unless there are legitimate reasons for the Data Controller to continue processing (Article 21, GDPR); Right to lodge a complaint with the supervisory authority -Submit a complaint to the Guarantor Authority for the protection of personal data.
- 9) The Data Protection Officer (DPO) - responsible for the processing of the customer's personal data - to whom you can refer for any inquiries is Mr. Maurizio Mantineo, email marurizio.mantineo@marcopicconiconsulting.com. The data controller is Gotaro Hamagawa, email italy@enagiceu.com. Requests for data deletion should be sent to ENAGIC ITALY SRL, via Marco Aurelio, 35A, 00184, Rome, Italy, by calling the phone number 0039063330670 or by sending an email to italy@enagiceu.com.
- 10) For the Privacy Policy of Enagic Italy S.r.l. please refer to the website www.enagiceu.com

INFORMED CONSENT

i. I, the undersigned _____, born on _____ in _____, having reviewed this information, in accordance with EU Regulation - GDPR - 2016/679, grant my consent for the processing of the personal data provided by me. I also consent to the data related to my contract being accessible on the internet exclusively to the contracting parties and through password-protected access.

Date _____ Customer's Signature _____

ii. Having read the information note, I express my consent for the data provided by me to be used by Enagic Italy S.r.l. (VAT No. 10930641005), located at Via Marco Aurelio, 35 A/B, Rome, 00184, for the purpose of sending information about updates, services, events, and activities directly organized by the same Company, as well as commercial offers from third-party companies, for the conduct of market research and commercial statistics.

☐ I consent

☐ I do not consent

Date _____ Customer's Signature _____