



Terms and Conditions of Sale

The customer fully accepts all the points of these terms and conditions of sale. Scienzanova Srl reserves the right to modify these conditions at any time. Changes will be published on this page, so it is recommended to visit it frequently to check for updates.

1. Definitions and Acceptance of Conditions

- Fresco Yo is a registered European trademark owned by Scienzanova Srl, with its registered office at Via Enrico Mattei 85/87 - 86039 Termoli (CB) – Italy; with VAT number IT 01873490708 and Fiscal Code: 01873490708, registered at REA: CB-212423.
- "Fresco Yo" will refer to Scienzanova Srl and "client" will refer to the final customer, whether a natural or legal person. Therefore, the sales contract is deemed to be concluded with Scienzanova Srl.
- Scienzanova Srl reserves the right to modify its site at any time, in whole or in part. These changes may concern products, prices, and more. Scienzanova Srl disclaims any responsibility for costs, losses, or damages arising from circumstances not directly attributable, such as any failure of telecommunication service.

2. Registration and Use of the Site

- To use the services of Fresco Yo, it is necessary to register by entering your personal and fiscal data, which will be treated according to privacy regulations. The use of our services is reserved for adults. The client, by using our services, automatically declares to be of age.
- It is illegal to use the personal data of other individuals or legal entities without authorization. Fresco Yo disclaims any responsibility for the inaccuracy of the entered data.

3. Product Features and Prices

- The features of the products and their prices, including or excluding VAT depending on the promotion, are reported in the order summary and in the invoices that the client will receive upon delivery. The quantities of product orders are indicated in the description, reference, and quantity, depending on whether they are predetermined quantities or individual products.

4. Payment Methods

- Online payment with credit card and via PayPal account: this type of payment requires settlement upon order and is processed by the PayPal circuit. The PayPal payment rules are available on [paypal.com](https://www.paypal.com) and are beyond our control. For Apple Pay, Google Pay, and Satispay payments, please refer to the rules available on their respective websites.
- Payment by bank transfer: this type of payment is regulated by the banking circuit, which requires a few days of currency processing. Shipping will be carried out once the payment is displayed in our bank account.

5. Shipping and Delivery



- The indicated terms are to be understood as working days, excluding Saturdays, Sundays, and national holidays. The images and descriptions on the site are to be considered merely indicative. Colors may differ from the real ones due to the settings of the computer systems or computers used for their visualization.
- Delivery of goods to the client in Italy via courier generally takes place within 24/48 hours during working days (for islands and Calabria, delivery time may be extended by 48 hours). During seasonal peaks, order preparation and delivery times may vary.
- Fresco Yo will never be directly or indirectly responsible for any delay in delivery by the carrier, nor for loss of packages and/or damage due to causes not attributable to itself.
- The shipping cost is automatically calculated by our software and refers to the rates agreed with logistics suppliers. The shipping cost is always indicated at the time of payment. Delivery does not include order preparation times. Some rates may vary based on postal codes defined as "difficult" by courier lists or for additional weights.
- Orders placed and confirmed after 4 p.m. are considered as the next day's orders. For orders paid by bank transfer, at least two additional working days are needed for payment verification and tracking.

6. Refund and Right of Withdrawal Information

- The client has the right to withdraw from the contract concluded with Fresco Yo without any penalty and without specifying the reason within 14 days from the day of receipt of the products purchased on the websites www.frescoyo.com, www.frescoyo.it, www.frescoyo.eu.
- To withdraw from the contract, the client must fill out the withdrawal form available on this page or send a clear statement of their decision to withdraw from the contract to Fresco Yo.
- Withdrawal can be made either before shipment, with a direct refund net of any fees withheld by operators (e.g., PayPal), or after shipment.
- Upon exercising the right of withdrawal, the client must return the products to Fresco Yo within 15 days from the date they communicated their decision to withdraw from the contract.
- The cost of returning the goods will be borne by the client, as well as the responsibility in case of loss or damage of the products during transport.
- The right of withdrawal, in addition to respecting the terms and conditions previously described, is considered correctly exercised if the following conditions are also met:
- Transmission of the withdrawal form or another clear statement of the intention to withdraw from the contract within the terms provided by these general terms and conditions of sale;
- The products must be returned in their original packaging, intact and sealed, and must not be damaged.
- In case of non-conformity of the products, the client can request their replacement or refund of the amounts paid. The client must, if evident, take photos of the defect and send them to info@frescoyo.it. Fresco Yo will promptly evaluate the request and contact the client to inform them about the acceptance or rejection of their refund/replacement request. Even in this case, the defective goods must be returned to our premises, and the costs will be borne by the client.
- No refund or replacement requests are accepted after 14 days from the delivery date.



- No claims are accepted in case of non-conformity arising from transport-related causes if the receipt of the courier does not specify "ACCEPTANCE WITH RESERVE."

7. Exceptions to the Right of Withdrawal

- It is understood that, with reference to service provision, the right of withdrawal cannot be exercised by the client after the complete supply of products by Fresco Yo if the supply itself has begun with the client's express agreement and they have accepted to lose the right of withdrawal following the full execution of the service by Fresco Yo.
- According to Article 59 of the Consumer Code, goods made to measure or personalized, or which by their nature cannot be returned or are subject to rapid alteration or deterioration, are excluded from the right of withdrawal.
- If the right of withdrawal is exercised according to the stipulated methods, Fresco Yo will conduct the necessary verifications on the conformity of the returned products and will proceed with the refund of the amounts due within 14 days from the date Fresco Yo regained possession of the goods.
- Fresco Yo makes the refund using the same payment method used by the client for the purchase of the returned products unless otherwise agreed between the parties.
- If the methods and terms for exercising the right of withdrawal are not respected, the client will not be entitled to a refund of the amounts already paid to Fresco Yo.
- The right of withdrawal applies to the purchased product in its entirety; therefore, if the product consists of multiple components or parts, it is not possible to exercise the withdrawal only on part of the purchased product.
- The right of withdrawal is excluded in the following cases according to Article 59 of Legislative Decree 21/2014:
 - order of products that risk deterioration or rapid expiration;
 - order of sealed products that are not suitable for return due to hygiene or health protection reasons and which have been opened after delivery.
- Regarding the exclusion cases listed above, the client is informed and accepts that among the products that "risk deterioration or rapid expiration" are all food products, as the characteristics and qualities of such products are subject to alteration even as a result of improper storage.
- For hygiene and customer protection reasons, the right of withdrawal is applicable only to products purchased on the site that can be returned to Fresco Yo and subsequently resold by Fresco Yo without endangering consumers' health.
- In cases of exclusion of the right of withdrawal, Fresco Yo will return the purchased products to the client, charging them the shipping costs.
- If the order the client wishes to return includes promotional products (e.g., an order acquired during a promotional campaign that included free products), the client must also return the promotional product under the same conditions described above.

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