

## Terms and Conditions of Use and Sale

**PLEINK by C.C.E.A. SRL**

[www.pleink.com](http://www.pleink.com)

Last updated: 25/03/2025

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### 1. Introduction

This document defines the terms and conditions of use of the website [www.pleink.com](http://www.pleink.com) ("Site") and the general conditions of sale applicable to all orders placed through the Site.

According to the company's policy, PLEINK does not sell products to private consumers. By accepting these Terms of Sale, the purchaser guarantees that the purchase of products is intended exclusively for professional use. Therefore, the protections provided by Legislative Decree 206/2005 (Consumer Code), such as the 24-month warranty extension or the right of withdrawal, do not apply.

The Site is managed by **PLEINK by C.C.E.A. SRL**, headquartered at Via Piave 2, Altavilla Vicentina (Vicenza), Italy – VAT ID 02374040240 – REA VI-227234.

For any information or customer support requests, you can contact:

- Email: [Team.pleink@gmail.com](mailto:Team.pleink@gmail.com)
  - WhatsApp and website chat: available 24/7 for receiving messages. PLEINK commits to responding within a maximum of 15 hours. Messages received after 5:00 PM on Fridays will be handled from 8:00 AM on Monday.
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### 2. General Website Terms

Orders can only be placed through the website [www.pleink.com](http://www.pleink.com) or via email at [Team.pleink@gmail.com](mailto:Team.pleink@gmail.com). Phone orders are not accepted.

#### 2.1 Website Access

Access to the Site is free and open to all users. You do not need to create an account to place an order: you may check out as a "guest."

#### 2.2 Purchase Requirements

Purchases are reserved for users of legal age. Users under the age of 18 may place an order only with the involvement and authorization of a parent or legal guardian. By placing an order, the user declares to be legally authorized to act.

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### **3. General Conditions for All Clients**

#### **3.1 Product Features**

The features of the products (e.g., YUMA lamps and accessories) are detailed in the product pages and in the technical documentation available on the Site. Images are for illustrative purposes and may slightly differ from the final product.

#### **3.2 Prices and Taxes**

All prices are listed in euros (€). Prices and offers may be subject to change without prior notice. For goods shipped to Italy, a 22% VAT rate applies.

For orders shipped within Europe, the Site does not automatically charge VAT if the customer provides a valid intra-community VAT number. You can verify the validity of your VAT number at the official EU site: [http://ec.europa.eu/taxation\\_customs/vies/?locale=it](http://ec.europa.eu/taxation_customs/vies/?locale=it)

If a valid VAT number is not provided, VAT will be charged according to the shipping country: ITALY for European shipments, ARIZONA for North American shipments.

For orders shipped outside Europe, VAT is not charged. Local duties and taxes must be paid by the customer directly to customs at the time of delivery.

Any shipping costs are indicated separately at checkout.

#### **3.3 Payment Methods**

Unless otherwise agreed, payment must be made in advance.

PLEINK accepts the following payment methods:

- Credit cards
- PayPal
- Klarna (3 interest-free installments)
- Apple Pay
- Google Pay

Custom payment terms may be agreed upon for orders of 4 or more kits (4 YUMA + 4 AMERIGO).

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### **4. Shipping and Delivery**

All shipments are made from PLEINK warehouses located in different geographic areas to optimize delivery times and costs:

- Deliveries to Europe depart from the warehouse in Italy;
- Deliveries to North America depart from the warehouse in Arizona (USA).

#### **4.1 Shipping Times**

PLEINK will ship the same day for orders received and paid by 12:00 PM (Italian time) for Italy and other countries. Orders received after this time will be shipped the next business day. Orders received on Friday afternoon will be shipped on Monday.

Delivery occurs within 24/48 hours for mainland Italy and 48/72 hours for the islands.

For orders sent outside Italy, estimated delivery times are indicated at the time of order based on the type of delivery service selected by the customer.

Delivery times are indicative. Couriers do not pick up or deliver on Saturdays and Sundays.

Delivery times vary depending on the courier and destination. PLEINK selects, from time to time, the most reliable and cost-effective courier to offer the best possible service.

#### **4.2 Countries Served**

We ship to the following countries:

**European Union:** Italy, Spain, Germany, Poland, Slovenia, Austria, Portugal, France, Belgium, Sweden, Denmark, Norway, Croatia, United Kingdom.

**North America:** United States (USA)

Although the list above identifies countries we regularly ship to, PLEINK may serve any other geographic area. In such cases, transportation costs and any surcharges will be calculated and communicated to the customer when the offer is formulated.

For countries not listed, customs duties and any local taxes applied by the destination country are the responsibility of the customer at the time of delivery.

It is impossible for us to accurately estimate these additional charges: we strongly recommend that customers check the customs regulations and tax rates in their country for tattoo equipment before placing an order.

If a customer refuses to pay the customs duties and decides not to accept the delivery, resulting in a return of the package, all return costs, including those related to customs clearance and transportation, will be deducted from the refundable amount.

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### **5. Legal Warranty and Commercial Warranty**

#### **5.1 Legal Warranty**

- 12 months for professional clients or companies (B2B), unless otherwise contractually agreed.

The legal warranty protects the purchaser in case of conformity defects existing at the time of delivery of the goods. It covers:

- Malfunctions or defects not attributable to improper use of the product
- Products not conforming to the description or intended use
- Missing or incorrectly installed components (if installation was carried out by PLEINK or under its responsibility)

The warranty does not cover:

- Damage from improper or negligent use
- Normal wear and tear
- Accidental damage (e.g., falls, liquids, power surges)
- Unauthorized interventions or modifications to the product

To exercise the legal warranty right, the customer must report the defect within 2 months of its discovery. PLEINK will proceed with the repair or replacement of the defective product free of charge, unless it is impossible or excessively burdensome; in that case, the customer may obtain a price reduction or contract termination.

## **5.2 PLEINK Commercial Warranty**

In addition to the legal warranty, PLEINK offers a free 3-year commercial warranty on all devices purchased through the official website.

Within the first year of purchase, in case of malfunction, PLEINK will provide a free replacement. The courier will deliver the new device and subsequently collect the defective one. The returned device will be taken over by PLEINK, which will handle proper disposal or repair, relieving the customer of any burden. This procedure reflects PLEINK's commitment to environmental sustainability and responsible management of electronic waste, contributing to environmental protection as well as customer satisfaction.

After the first year, the device will be assessed by the PLEINK technical team. If the malfunction is attributable to manufacturing defects:

- Free repair will be carried out, or
- A replacement will be offered
- The non-compliant product must be returned to PLEINK, and all return costs are the responsibility of the customer

Any unauthorized intervention voids the warranty.

The commercial warranty starts from the delivery date of the product and lasts for 36 months. Since sales are exclusively to professionals, the protections of the Consumer Code do not apply, and there is no automatic extension of the legal warranty beyond 12 months. Throughout the period covered by the commercial warranty, the applicable conditions will be those defined by PLEINK, aimed at providing continuous and transparent support to professional customers.

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## **6. Return Policy**

### **6.2 Returns for B2B Clients**

For professional clients and companies, returns and cancellations are subject to approval by PLEINK. Requests must be sent via email. If approved, specific conditions or administrative penalties may apply.

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## **7. Conditions for Distributors and Resellers**

Entities interested in distributing or reselling PLEINK products through their own channels (physical, digital, or hybrid) can benefit from dedicated commercial conditions. These include:

- A minimum order of 50 complete kits (YUMA + AMERIGO)

All other aspects, including but not limited to:

- Payment terms;
- Shipping timelines;
- Territorial exclusivity;
- Minimum sales targets;
- Promotional strategies and marketing materials;
- Reserved pricing and discounts;
- Warranty and after-sales service management;
- Technical and training support;
- Authorized sales channels;
- Brand alignment obligations;

will be negotiated directly with the PLEINK sales team and formalized in a separate agreement.

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## **8. Personal Data Processing**

The processing of personal data is carried out in compliance with Regulation (EU) 2016/679 (GDPR) and current Italian legislation.

The data controller is C.C.E.A. SRL, based at Via Piave 2, Altavilla Vicentina (VI). For more information, please refer to the Site's Privacy Policy.

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## **9. Governing Law and Jurisdiction**

These conditions are governed by Italian law. For any dispute, the Court of Vicenza shall have exclusive jurisdiction, excluding any other potentially competent court.

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## **10. Changes to Terms and Conditions**

PLEINK reserves the right to modify these Terms and Conditions at any time by publishing the new version on the site. Changes will apply only to orders placed after publication.

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## **11. Limitation of Liability**

PLEINK and C.C.E.A. SRL shall in no case be held liable for:

- Indirect or consequential damages, including, but not limited to, loss of profits, business interruption, loss of data, or business opportunities;
- Damages resulting from improper, incorrect, or non-compliant use of the products with respect to the provided instructions;
- Any damages caused by unauthorized modifications to the devices by the customer or third parties.

The total liability of PLEINK and C.C.E.A. SRL towards the purchaser shall not exceed, in any case, the total amount actually paid for the contested product.

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## **12. Force Majeure**

PLEINK and C.C.E.A. SRL shall not be held responsible for any delay or failure to fulfill contractual obligations caused by events of force majeure or unforeseeable circumstances. Force majeure includes, but is not limited to: natural disasters, fires, pandemics, wars, terrorist acts, transport disruptions, strikes, technical failures, shortages of raw materials, acts of public authorities, or any other event beyond the reasonable control of PLEINK and/or C.C.E.A. SRL.

Unforeseeable circumstances include any unexpected and unpredictable event that prevents the fulfillment of contractual obligations, even if not attributable to either party, such as blackouts, internet service interruptions, or sudden failures of external IT systems.

In such cases, the performance of obligations will be suspended for the duration of the event, without entitling the customer to any compensation.

In any case of force majeure or unforeseeable circumstances, PLEINK and C.C.E.A. SRL shall have the right to terminate the contract in whole or in part, or to suspend or defer its execution without incurring any liability.

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Thank you for choosing PLEINK.

Our commitment is to provide reliable, innovative, and sustainable lighting tools for tattoo professionals.

Our mission is to support you in a long, exciting, and unique career—just like your tattoos.