

1. Object

1.1 The terms and conditions of sale contained herein shall govern the online sale of products on the following website: www.seco.com and its subdomains between SECO srl and the Customer.

2. Purpose

2.1 These terms and conditions of sale are aimed at informing the **Customer** about:

- the terms of purchase of products made available online by SECO,
- how to exercise their own rights/duties under the law in force.

2.2 For this purpose, if the **Customer** decides to proceed with the purchase, he/she declares to know and accept the terms and conditions of purchase set out in this document and accepts them fully.

2.3 If the customer is a **Consumer**, according to the definitions below, he/she shall print and/or save and keep an electronic copy of these Terms and Conditions of Sale and any further amendment or supplement thereto.

2.4 These Terms and Conditions of Sale have been drafted in compliance with the requirements of the legislation concerning the rights/duties of the **Consumer**.

These Terms and Conditions particularly refer to:

- the *Decreto Legislativo 9 aprile 2003 n. 70 (Legislative Decree 9 April 2003 n. 70)* (Implementation of the Directive 2000/31/CE on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market) as amended,
- the *Decreto Legislativo 6 settembre 2005, n. 206 (Legislative Decree 6 September 2005, n. 206)* (Codice del Consumo- Consumer Code) as amended.
- the Italian *Codice Civile (Civil Code)*.

3. Modifications

3.1 **Customers** will be informed about possible modifications to these Terms and Conditions of Sale by publishing a notice on the website.

4. Definitions

4.1 In this document the following words shall have the following meanings:

SECO srl: limited liability company whose registered seat is at Via Calamandrei, 91, 52100, Arezzo, Italy, TIN/VAT identification number 00325250512, registered with the Chamber of Commerce of Arezzo under the number 70645 on 29 July 1979, ph. + 39 0575/26979, fax + 39 0575/350210, email: info@seco.com (hereinafter referred to as "SECO").

Customer: a natural person who is major of age or a legal person or any other legal entity purchasing the Products on the following website: www.seco.com. The website is specifically referenced as follows:

- ✓ **Consumer**: any natural person whose actions do not refer to the business, entrepreneurial or professional activity that he/she could exercise, as well as any entity purchasing goods or services on the website and whose purposes are not related to his/her profession being the actual recipient of the finished product intended for final consumers,
- ✓ **Other Purchasers**: all other customers different from the **Consumer**, whose actions refer to the business or professional activity they exercise, whether it is a supply activity or an activity for professional use. These customers can be recipients of a half-finished and unfinished product that is not intended for final consumers.

5. Terms and Conditions of Purchase of Products

5.1 Electronic Catalogue

The **products** offered by SECO for the online sale are displayed on the Electronic Catalogue. All technical information is described on the website. The images contained in the data sheets and in the Electronic Catalogue may not appropriately show the characteristics of the products but differ in terms of accessories, components, colours, sizes and whatever even if this will not affect the main technical features of the product.

Information about the possibility of purchasing the **product** and about its use is included in the Electronic Catalogue.

5.2 Prices

5.2.1 The prices set out in the Electronic Catalogue are deemed to be:

- VAT excluded,
- freight charges excluded,
- possible custom charges excluded,
- any other taxes, duties and charges, if applicable, excluded.

5.2.2 The **Customer** is informed during the transaction of all the expenses he/she shall pay for, which are related to:

- VAT (if applicable),
- freight charges.

The control, quantification and payment of the following shall be borne by the **Customer**:

- any custom charges,
- any other taxes, duties and charges required by the countries involved in this transaction.

5.3 Freight charges

5.3.1 Transport services shall be performed by the Carrier made available by SECO and, intended as free carrier shall be borne by the Customer, so the freight charges will be added to the final price of the product. This amount will be made known during the transaction.

5.3.2 Costs vary according to the country chosen for delivery, the quantity and weight of the products ordered.

5.3.3 Custom charges, if applicable, shall be borne by the Customer.

5.3.4 SECO reserves the right to modify the shipping charges during the validity period of the catalogue.

5.4 Order

5.4.1 To buy the products included in the Electronic Catalogue, customers need to mark the quantity that they want to purchase and follow the instructions on the website.

5.4.2 The product cannot be delivered in a country different from the billing address declared by the Customer.

5.4.3 Only after the **Customer** has confirmed the purchase and after he/she has accepted the **Terms and Conditions of Sale**, the computer system will send to the **Customer's** email address the order number and all the information related to the ordered goods.

5.4.4 Upon shipping of the goods, SECO will send a further notice by email to the address provided by the Customer, as a shipment confirmation.

5.5 Payment

5.5.1 The payment of the goods by the Customer shall be carried out by PayPal or by credit card using virtual pos as by PayPal or similar services.

5.5.2 By selecting the chosen service, the Customer will be redirected to websites made available from the different gateways, where he/she will have the chance to make secure purchases. Under no circumstances the information/data provided by the Customer to the gateway on the secure website for payment services will be visible to SECO. The Customer may verify on the SECO website the payment service/s that can be used for the online purchase.

5.6 Delivery

5.6.1 SECO shall deal with the delivery of the ordered goods to the address provided by the Customer, after having verified that he/she has made the payment. Delivery periods are not binding since they are beyond the direct control of SECO.

5.6.2 The goods will be approximately delivered from the shipment confirmation within 15 working days.

5.6.3 The set out delivery periods cannot be deemed to be binding and SECO shall be not liable for any delay or failure to deliver the goods by the Carrier.

5.6.4 The delivery date coincides with the first attempt to deliver the goods to the address, even in case of refusal or absence of the recipient.

5.6.5 In case the goods in stock stored by the carrier are not collected due to failure of delivery for absence or refusal of the recipient, the order will be cancelled and SECO will be entitled to a compensation for damages.

5.6.6 Upon delivery of goods by the carrier, the Customer must check that the number of parcels corresponds to the one set out in the document shown by the carrier to be signed and that the package does not appear damaged, wet or altered, and that the seal is not broken.

5.6.7 In case such defects would occur, any claim shall be immediately made to the carrier and communicated to SECO within 8 days from delivery.

5.6.8 Once the delivery document of the carrier has been signed, the Customer cannot contest the external appearance of the parcel that has been delivered (see art. 1698 of the Italian Civil Code stating as follows: *The unconditional acceptance of carried goods on payment of what is due to the carrier implies the cancellation of any actions under the contract, except in case of wilful or serious misconduct, without prejudice to all the actions related to partial loss or breakdown that could not be identified upon delivery, provided that, in the latter case, the damage has been reported as soon as discovered and within eight days from delivery*).

6. Availability

6.1 The quantity demanded by the Customer can be not immediately available since this depends on variables not attributable to SECO. So, if SECO is not able to respect the delivery dates and the quantities demanded by the **Customer**, such information will be immediately made known during the transaction.

6.2 However, due to circumstances beyond its control, SECO reserves the possibility to modify the delivery times, the quantities set out in the order and the ordered products and replace these with equivalent or better products.

In this case SECO will inform by email:

- the **Consumer**, who may reply by email and accept or decline the proposal. Following such a reply, SECO shall undertake to refund the amount paid by the Customer. In case the **Consumer** does not reply within 5 working days from the variation notice, his/her silence shall be deemed to be a refusal and the order shall be deemed to be not confirmed by the **Consumer** according to these new conditions and thus cancelled. The amount paid by the Customer will be then refunded.

- any **other Purchaser** may decline the proposed variation within 5 working days, only if such proposal:

- ✓ allows a delay of more than 90 (ninety) days,

- ✓ and/or if the quantities will be less than 80% (eighty per cent) of the ordered items,
- ✓ and/or if the new product has different features compared to the ordered product.

In such cases only, SECO shall undertake to refund the amount paid by the Customer. In case of such events shall occur, if the **other Purchasers** do not reply within 5 working days, their silence shall be deemed to be an acceptance and the order shall be deemed to be confirmed by the **other Purchasers** according to these new conditions.

6.3 In any case SECO shall not be liable for failure of delivery, late or partial delivery of the ordered products.

7. Notices

7.1 All emails mentioned above will be sent to the email address provided by the **Customer** upon order placement.

7.2 The **Customer** commits himself/herself to verify that the data provided are correct.

7.3 Any change of the data provided by the Customer shall be communicated by email to SECO, which will proceed with their modification.

7.4 SECO will not be held liable for the correctness of the data provided by the Customer and for failure of communication/shipment/delivery of the Product due to reasons related to the inaccuracy and/or missing updating of the data provided by the **Customer**, who is the only one to be directly held liable for the information provided.

8. Validity of Contract

8.1 The contract of sale shall be deemed to be concluded when the email with the shipment confirmation is sent to the address provided by the Customer. All legal obligations of fulfilment of contract for both parties will start from the shipment confirmation.

8.2 Any responsibility of SECO for direct or indirect damages caused by failure of acceptance, even partial, of an order or for an incomplete dispatch is excluded.

9. Consumer's Right to Terminate the Contract

9.1 The **Consumer** is entitled to terminate the contract of purchase for any reason and without penalties within 10 working days by written notice sent to SECO within 10 working days from the date of delivery of goods.

9.2 Such notice shall be sent by registered letter with acknowledgement of receipt to SECO srl, Via Calamandrei, 91, 52100 AREZZO.

9.3 Such notice may also be sent by telegram, telex, email or fax within the above-mentioned term of 10 days, provided that it will be confirmed by registered mail with acknowledgement of receipt sent within the following 48 hours.

9.4 Whether the goods have already been delivered, the Consumer must return them to SECO by pony express within 10 working days from the date of delivery of the goods.

9.5 In both cases the attested delivery date to the post office or to the freighter/carrier will be considered as authentic by the parties. The substantial integrity of the goods will be of the essence to exercise the right to terminate the contract.

9.6 The Consumer who exercises his/her right to terminate the contract shall only pay for the shipping costs to return the goods to the sender.

9.7 The purchased goods shall be returned with their original packaging and all its parts, including all the documentation and accessories provided.

9.8 As soon as SECO will be informed of the termination of contract, SECO will forward by email to the Customer the RMA number (authorization code to return goods), which shall be attached on the external surface of the parcel to be returned.

9.9 However, the original package shall not be damaged nor have anything written on it nor have adhesive tape on it.

9.10 The right to terminate the contract will not be accepted if the product appears damaged or lacking in some of its integral parts or accessories or if it does not have its original packaging. In such case the goods will be returned to the sender by paying for all the shipment costs.

9.11 If the right to terminate the contract is exercised in compliance with the provisions of the Consumer Code and what is set out in these terms and conditions of sale, SECO will refund free of charge the amounts already paid by the Consumer as quick as possible and, in any case, within 30 days from the date in which the termination of contract has been made known, by transferring the charged amount with the services identified and chosen for the payment or, if possible, by bank transfer if the related bank account details are provided by the Customer.

9.12 The right to terminate the contract cannot be exercised for contracts of:

- ✓ service provision, when the service is already being provided before the expiration of the period of 10 days established to terminate the contract and the Consumer has agreed upon it;
- ✓ supply of goods or services, whose price is linked to the fluctuation of the financial market rates that the professional is not able to control;
- ✓ supply of tailor-made or clearly customised goods or of items that cannot be returned because of their characteristics or that risk to be damaged or altered very rapidly;
- ✓ supply of sealed audiovisual products or computer software, which have been opened by the Consumer;
- ✓ whether the **Customer** is not a **Consumer** but belongs to the other categories such as "**Other Purchasers**", if it has not been previously agreed upon with SECO.

10. Warranty and Technical Assistance

10.1 The Warranty Period starts from the date set out in the documents accompanying the goods and is equal to:

- 1 (one) year
- 3 (three) months for the components repaired

10.2 The terms and conditions to benefit of warranty and technical assistance are included in the SECO website and are expressly approved by acceptance of these terms and conditions of sale.

11. Privacy

11.1 **Customer** declares to know and accept SECO's Privacy Policy set out in Privacy_English document, accepts it fully and authorizes the processing of his personal data (Directive 95/46/CE, 2002/58/CE).

12. Applicable jurisdiction.

12.1 The contract of sale is deemed to be concluded in Italy and shall be governed by Italian law. Any claim or dispute shall be subject to the exclusive jurisdiction of the Court of Arezzo. For civil disputes between SECO and the **Consumer** , as above mentioned, the contract is subject to the exclusive jurisdiction of the judge of the place of residence or domicile of the Consumer, if these are located within the territory of the State.