

1. Object

1.1 The terms and conditions of sale contained herein shall govern the online sale of products on the website *www.seco.com* between SECO srl and the Consumer.

2. Purpose

2.1 The purpose of these terms and conditions of sale are to inform the **Consumer** about:

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

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

2.3 If the consumer 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 Decreto Legislativo n. 21/2014 (Implementation of the directive 2011/83/UE on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council).
- the Italian *Codice Civile (Civil Code)*.

3. Modifications

3.1 Consumers will be informed about possible modifications to these Terms and Conditions of Sale by a published 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").

Consumer: 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 merchandise 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 consumers 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 consumers can be recipients of a half-finished and unfinished product that is not intended for final consumers.

Product(s): the product(s) sold by SECO on the website. Not all products are destined for consumers; some are destined solely to customers who will be using it/them for a professional and commercial target (B2B) since the products will be an integral part of an assembled system before being placed on the market. These products are clearly labeled and identified in the e-shop.

5. Terms and Conditions of Purchase of Products

5.1 Electronic Catalogue

5.1.1 The **products** offered by SECO for the online sale are displayed on the Electronic Catalogue.

5.1.2 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, color, size, etc though 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,
- Shipping charges excluded,
- custom charges excluded (where applicable),
- any other taxes, duties and charges, if applicable, excluded.

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

- VAT (if applicable),
- Shipping charges.

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

- any custom charges,

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

5.3 Shipping 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 Consumer; thus the Shipping 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 Consumer.

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, consumers 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 Consumer.

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

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

5.5 Payment

5.5.1 The payment of the merchandise by the Consumer 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 Consumer 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 Consumer to the gateway on the secure website for payment services will be visible to SECO. The Consumer 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 merchandise to the address provided by the Consumer, 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 merchandise 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 merchandise by the Carrier.

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

5.6.5 In case the merchandise 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/restocking fee.

5.6.6 Upon delivery of merchandise by the carrier, the Consumer 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 Consumer 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 merchandise 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 Consumer can be not immediately available since this depends on variables not attributable to SECO. If SECO is not able to respect the delivery dates and the quantities demanded by the **Consumer**, 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 Consumer. 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 Consumer 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 Consumer. In case 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 **Consumer** upon order placement.

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

7.3 Any change of the data provided by the Consumer 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 Consumer and for failure of communication/shipment/delivery of the Product due to reasons related to the inaccuracy and/or missing data provided by the **Consumer**, 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 Consumer. 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 by written notice sent to SECO within 14 working days from the date of delivery of merchandise.

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

9.3 In the case of electronic delivery, the communication must contain the following information: (first name, surname, telephone number and address of the consumer that intends to terminate, product code of the purchased merchandise, order/invoice number, date merchandise was received, date code was received). It will be upon SECO to notify the receipt and RMA number that must be attached on the outside of the package sent on behalf of the consumer.

9.4 In the event of termination, SECO will refund all the costs involved in the purchase of the good and the shipment (excluding the extra costs deriving from an eventual choice of method of shipment different from the least expensive standard methods offered by SECO) without undue delay and in any case not beyond fourteen (14) days from the date the returned merchandise was received by SECO.

9.5 The returned merchandise must be shipped by regular mail or any other method chosen by the consumer, without undue delay and in any case not beyond fourteen (14) days from the communication of the termination, to SECO srl Via Calamandrei, 91 52100 Arezzo, Italy. Said conditions will be respected if the merchandise is shipped to SECO within the 14 day period. The expenses for the restitution of the merchandise are clearly intended to be upon the consumer.

9.6 The substantial integrity of the merchandise is an essential requirement to exercise the right to terminate the contract.

9.7 The purchased merchandise shall be returned with the original packaging and all its parts, including all the documentation and accessories provided. The consumer is responsible for damage or the decrease in value of the merchandise resulting from an incorrect use or manipulation of the merchandise different from the necessary use to determine the nature, characteristics and functionality of the product(s).

9.8 The refund will not be given and the return not accepted if the product results damaged or is missing any of its original parts as described in 9.7, including the original packaging. In such an event the merchandise will be returned to sender at sender's expense.

9.9 If the right to terminate the contract is exercised in compliance with the provisions of the law and the terms and conditions of sale, SECO will refund free of charge the amounts already paid by the **Consumer**, 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 Consumer. The Consumer who exercises his/her right to terminate the contract shall only pay for the shipping costs to return the merchandise to the sender.

9.10 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 14 days established to terminate the contract and the **Consumer** has agreed upon it;
- ✓ supply of merchandise 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 customized merchandise 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 **Consumer** 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 merchandise and is equal to:

- 2 (two) years for finished products

- 1 (one) year for semi-finished products and electronic boards
- 3 months for the repaired/changed components.

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.

10.3 For products and merchandise, which are not SECO's direct property, but are sold online, the terms and conditions for technical support and warranty are regulated according to the procedures set forth by the manufacturer/supplier.

11. Privacy

11.1 The **Consumer** declares to have read and accept SECO's Privacy Policy set out in Privacy English document, accepts it fully and authorizes the processing of his/her 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.

12.2 SECO and the consumer, prior to going before the judicial authorities as stated in 12.1, may opt to enter mediation according to the procedures disciplined by the rules of conciliation services of the CCIAA (Chamber of Commerce) of Arezzo, which can be found in the register of mediation bureaus held by the Italian ministry of Justice, for all the controversies deriving from the present contract.

SECO srl