

General Terms and Conditions of the Agreement

1. Subject

These General Conditions regulate the sale of the products marketed by Inox Mare S.r.l. VAT No. 03155230406 with registered office in 47924 RIMINI (RN-Italy) - Via Pomposa No. 51/I email address: info@inoxmare.it , Tel+39 0541 794444 , Fax 39 0541 794490.

2. Definitions

The Customer acknowledges that the terms contained in this Agreement are defined as follows:

Agreement: includes these conditions, the description of the Product published on the Website, and the Payment and Shipping conditions attached hereto. Please note that these documents (hereinafter also referred to as Annexes) form an integral and substantial part of this Agreement.

Credentials: Login credentials (User ID and Password) that are necessary to the Customer to access the Customer Area;

Parties: refers to both Company and Customer.

Product(s): the products sold by the Company and described in the Technical Data Sheet.

Technical Data Sheet: information page published on the Website describing the main characteristics of the Products. The Technical Data Sheet is an integral and substantial part of this Agreement.

Product Page: information page that can be accessed only by registered Customers, it shows Product prices and availability.

Website: website that can be accessed by typing www.inoxmare.com

Company: Inox Mare S.r.l. VAT no. 03155230406 with registered office in 47924 RIMINI (RN - ITALY) - Via Pomposa no. 51/I email: info@inoxmare.it ,Tel+39 0541 794444 , Fax 39 0541 794490.

Customer Area: website area that can only be accessed by using your login credentials; here Customers can read this agreement, place orders or ask for an estimate.

Customer: any legal person who sends the purchase order of a Product to the Company.

3. Purchase order management

3.1 The Customer may purchase the Products in the Product Page only after registering to the Website and/or filling in a specific form published on the website and having received the Company's approval to place purchase orders.

3.2 The publication of Products on the Product Page represents a non-binding invitation to the Customer to place a purchase order or ask for an estimate.

3.3 The purchase order received by the Company shall have the status of a contractual offer. Before placing it, the Customer shall read this agreement and its Annexes.

3.4 By placing the Order the Customer declares that he/she has read and accepted this Agreement in full. If the Product described in the Product Sheet cannot be added to the "cart" icon, then it is not available for purchase.

3.5 Purchase orders can be submitted to the Company via fax, telephone, email or through the Customer Area on the Website.

The Customer who places an order on the Website is obliged to follow the procedure provided for by the Website. It must be noted that the computerised process starts with the selection of the Product(s) and ends with the Customer's acceptance of this Agreement and the Company receiving the Order. If the Order has been correctly received by the Company, the Customer shall receive an automatic email reply to the email address he/she provided to confirm that the order has been received.

In any case, the purchase order will be deemed to be completed only after the Company has sent an order confirmation email showing all the Customer's order information.

4. Conclusion and effectiveness of the Agreement

4.1 The Parties hereby agree that the purchase contract shall be considered concluded only and exclusively after the Company has accepted the purchase order placed by the Customer.

4.2 The Company may accept or not accept the order received, at their own discretion.

Before confirming, the Company shall verify:

- a) that the Product requested in the purchase order is available;
- b) that there are no mistakes (whether technical or formal) in the description of the price and/or features of the Product published in the Product Sheet.
- c) if there are any overdue or unpaid invoices to the Company.

Should this be the case, the Company reserves the right to cancel the order by sending a notice to the Customer, who shall not make claims or be entitled to any right whatsoever, for any reason, including compensation, arising from the non-acceptance of the order.

4.3 If a Product stops being available after the purchase order has been submitted, the Company shall inform the Customer by sending an email with the quantity actually available. Only in this case can the Customer decide to cancel the purchase order.

5. Obligations of the Customer

The Customer shall comply with the terms and conditions set forth in this Agreement. In addition, the Customer shall:

- a) refrain from conduct violating laws, regulations and/or third parties' rights.
- b) read this Agreement and its annexes carefully, before placing any order;
- c) pay the price defined when accepting the purchase order.

Moreover, the Customer guarantees that the personal information provided when purchasing the Product(s) relates to the Customer and is true and correct.

6. Guarantee and Limitations of Liability

The Company only guarantees that the Products are true to their description in the Data Sheet and undertakes to promptly delete any anomalies and/or non-conformities, without this being considered as non-fulfilment by the Customer. Furthermore, the Company is not to be considered liable as regards:

- the suitability of the Product for any result the Customer wishes to achieve.
- the amount of boxes containing the items, which may vary depending on the supplier.

6.1 The Company undertakes to describe and showcase the Product in the best way possible. Nonetheless, there might be some errors, inaccuracies or small differences between what is shown on the Website and the actual Product.

The visual representation of the Products on the Website is not part of this agreement and usually corresponds to the photograph of the Products themselves. Its sole purpose is to showcase the products for sale and the Company does not give any guarantees as to the picture on the Website perfectly matching the actual product; this particularly applies to the actual size and/or colour of the product.

Should the picture and description of the Product differ, please refer to the description of the Product.

6.2 The description of the Product on the Data Sheet is purely indicative. The Company reserves also the unquestionable right to change at any time the features of the Product described in the Data Sheet, as well as the payment and shipping terms and methods.

6.3 The Company does not give any guarantees as to the certain availability of a Product published on the Website. As a matter of fact, the Customers' orders are processed within the limits of the quantity actually available at the time of receipt of the order.

7. Price and payment and shipping methods

7.1 The price and the payment and shipping terms and methods of the Product are stated in the Annexes, which can be found in the Customer Area and/or in the email confirming the order sent by the Company.

7.2 If the Customer wants the Product certification, he/she shall pay the sum decided by the Company when accepting the purchase order.

7.3 The Customer acknowledges and accepts that the prices in the Shipment Annex only apply on shipping to Italy, whereas are to be considered approximate and will be defined by the Company on a case-by-case basis as regards shipments outside of Italy.

7.4 Upon delivery of the Product, the Customer shall verify that all packaging is intact and corresponds to what is written on the transport document (DDT) and purchase order in terms of quantity and quality.

Any discrepancy shall be reported on the same transport document and notified to the Company within 8 days.

8. Notifications

The parties agree that all notifications about this agreement shall be sent to the address chosen upon registering to the website and/or placing the purchase order. The parties shall be promptly informed of any variations.

9. Processing of personal data

The Customer's personal data collected by the Company upon the Customer's registration shall be processed to manage the Customer's access to the website and purchase orders; for any other purposes, the Company shall ask for specific consent. Personal data shall be processed in compliance with the provisions of EU regulation 2016/679 (GDPR). For further information, please refer to the privacy policy published on the Website.

10. Applicable law and Dispute resolution

This agreement is concluded in Italy and is governed by the Italian Law. Any dispute arising from the interpretation and/or execution of this agreement shall fall exclusively within the jurisdiction of the Judicial Authority of Rimini.