

MARTEC SRL SALES CONDITIONS (document revision : 001 May 15 2023)

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■ Sect. 1 - Participants in the contract

- MARTEC S.R.L. – Registered office in Naples – Via Provinciale delle Brece 38 zip 80147
- CLIENTE: the person (person or other legal entity like company) who has ordered products and/or services that have been accepted by MARTEC S.R.L.

■ Sect. 2 - Agreement documents

The sale of products and services is regulated by these General Conditions which govern the relationship between MARTEC S.R.L., on the one hand, and the CUSTOMER, on the other, in relation to the offer of products and/or services which, together with the conditions of warranty of the individual products, constitutes an integral part of these conditions.

These General Conditions may be subject to modifications made necessary by subsequent legal provisions and/or regulations.

■ Sect. 3 - Application and modification of the general conditions

The purchase by the CUSTOMER of products and/or services provided by MARTEC S.R.L. is subject to these General Conditions and the CUSTOMER has the duty to read them before proceeding with the purchase.

No other conditions and/or terms other than these general conditions apply. These General Conditions replace all other conditions or terms to which reference is made by the CUSTOMER.

MARTEC S.R.L. is authorized to modify, at any time, and without prior notice, these General Conditions, including the conditions valid for payment and guarantee.

Any modification will be effective after its publication on the website and will not have retroactive effect.

Any modification to these general conditions will be expressly approved by the CUSTOMER through specific acceptance, also expressed electronically.

■ Sect. 4 - Characteristics and prices of products / services

The products or services are offered for sale through offers dedicated to customers who request them, The prices indicated do not include transport or fulfillment costs and are specified in the order receipt confirmation sent via e-mail to the CUSTOMER.

On the other hand, customs expenses or other taxes as well as public charges and duties foreseen by foreign states are not indicated, which vary from country to country, and which will be placed, in their different amounts depending on the state concerned, entirely at the expense of the CUSTOMER.

■ Sect. 5 - Accepted payment methods

MARTEC S.R.L. accept payment only through the systems listed below.

Other payment methods are permitted only with prior consent confirmed in writing by MARTEC S.R.L..
CREDIT CARD: authorized by the electronic POS system: payment for purchases by credit card can be made exclusively with credit cards belonging to the Visa, MasterCard and American Express circuits, or through the PAYPAL payment system.

BANK TRANSFER for collection at our location or shipment by courier, through payment which will be made to the bank details indicated in the purchase confirmation by the company MARTEC S.R.L.

alternative formula to purchase and leasing that allows an entrepreneurial activity, upon payment of a periodic fee, to have the availability for a pre-established duration (generally medium term, on the order of years) of an asset together with a series of related services. The goods necessary for the activity are purchased by a person (called the lessor) and leased (rent) to the end customer (called the lessee) without the latter, at the end of the contract, automatically becoming the owner.

At the end of the pre-established period, the CUSTOMER has the right to purchase the instrumental goods object of the rental, to extend the rental term, for a maximum period of a further 6 months, or to return the rented good, at his own care and expense, to the company renter.

■ Sect. 6 - Order confirmation and acceptance

Having received an order, MARTEC S.R.L. will send a confirmation of receipt by e-mail, in which all the details of the order itself will be summarized, in order to allow the CUSTOMER to make any changes in case of errors, as well as the payment details to be made in the methods selected by the CUSTOMER.

The order details will be considered correct if no changes are received from the CUSTOMER by e-mail to the following address info@martecsrl.it within 24 hours from confirmation of receipt.

Following receipt of an order MARTEC S.R.L. will verify the actual availability of the product ordered or the possibility of providing the requested service and, only following this verification, will it communicate its acceptance of the order and the shipment of the product.

Until the communication of acceptance of the order no obligation arises for MARTEC S.R.L. which is free to accept or reject any order received.

In the event that MARTEC S.R.L. is unable to process an order received, it will promptly communicate this to the CUSTOMER.

In this case, no debit will be made to the CUSTOMER's current account and any amount received by bank transfer will be returned.

Nothing else will ever be owed by MARTEC S.R.L. in any capacity and for any reason.

It will be the responsibility of the CUSTOMER to keep, as proof of purchase, a printed copy of these General Conditions, together with a copy of the order, the order confirmation, its acceptance, the confirmation of the payment methods and the invoice, or a precisely in this regard.

For protection and safeguard needs of the CUSTOMER, before proceeding with the charge, MARTEC S.R.L. will be able to make random telephone calls to the CLIENT to verify the actual origin of the order from the CLIENT.

To comply with the aforementioned requirements, during the registration phase on the site, the CUSTOMER is required to communicate the landline or mobile telephone number where he can be contacted. MARTEC S.R.L. reserves the right to refuse the order, in addition to the cases provided for in the previous point, also in the following cases:

- a) provision of non-real personal data;
- b) previous default of any kind towards MARTEC S.R.L.
- c) registration in the protest list;
- d) subjection to insolvency proceedings;
- e) lack of availability of the goods - for any reason - in the warehouses.

MARTEC S.R.L. will, upon verification of payment, process orders from Monday to Friday, from h. 9.00 am to 5.00pm.

■ Sect. 7 - Products shipping

MARTEC S.R.L. will ship the purchased products exclusively to destination addresses included among those that the CUSTOMER indicated when registering on the MARTEC S.R.L. website, unless otherwise agreed in writing

The shipment will take place via courier selected from MARTEC S.R.L.'s trusted suppliers. and, in any case, using leading companies in the sector. Alternatively, the order will be processed completely and in a single delivery only when all the selected items are available.

Any delay in delivery or the subsequent impossibility of delivering one or more products ordered and confirmed does not affect the validity of the entire contract which remains valid with reference to products already delivered or to be delivered in the future.

We do not accept shipments to PO Boxes.

DELIVERY ON ITALIAN TERRITORY, S. MARINO AND VATICAN CITY:

MARTEC S.R.L. will ship the products ordered by the CUSTOMER via Express Courier, to the address indicated by the CUSTOMER when registering the order data, approximately within 96 working hours of acceptance of the order. For orders relating to customized products, shipping will take place approximately within 10 working days of acceptance of the order.

DELIVERY ABROAD:

MARTEC S.R.L. will deliver the products ordered by the CUSTOMER via Express Courier, to the address indicated by the CUSTOMER when registering the order data within the terms indicated in the confirmation of receipt of the order, except for customs delays. For orders relating to customized products, approximately 10 working days must be added to the times indicated in the table.

The recipient of the goods is responsible for paying the taxes and customs duties required by the legislation in force in the country of destination of the goods.

Any delays in deliveries can never be attributed to MARTEC S.R.L., just as they can in no way be attributed to MARTEC S.R.L. any damage caused by the Express Courier due to delayed or failed delivery, meaning the contract perfected with the delivery of the goods to the Courier itself.

MARTEC S.R.L. However, it undertakes to collect any reports of failed or delayed delivery of the products, through the specifically dedicated Customer Service and, if necessary, to assist the CUSTOMER in protecting their rights as per the law.

In case of failure to collect the goods or failure to deliver due to an event not attributable to MARTEC S.R.L. or to the courier, the shipping and return costs of the purchased products are borne by the CUSTOMER.

The CUSTOMER has the possibility to cancel his order at any time before communication of acceptance and shipment of the order placed.

■ Sect. 8 - ACCEPTANCE OF THE PRODUCT BY THE CUSTOMER

At the time of delivery, the CUSTOMER is required to check the integrity of the packaging received and that the content corresponds to what was ordered.

Any complaints in this regard must be received within 24 hours of receipt of the packaging under penalty of forfeiture.

The CUSTOMER is also required to immediately verify the integrity and functionality of the products purchased and to communicate any faults or defects within eight days following delivery. After eight days from delivery without any notification of faults or defects having been received, the products will be considered checked for acceptance by the CUSTOMER upon delivery as per the contract and judged to be in good condition and complete with all accessories, components or other products or elements forming part of the product or with these packaged in every sense.

■ Sect. 9 - Issue of invoices

For each purchase made by the CUSTOMER, MARTEC S.R.L. will issue an invoice. In cases of invoicing in Italy, the CUSTOMER is required to indicate, among the requested data, his/her tax code or, if a legal person or individual company, the company name and VAT number.

In cases of invoicing abroad, the indication of the VAT number or equivalent data is required only for legal entities.

■ Sect. 10 - Right of withdrawal and rules for returns

In execution of the provisions of Legislative Decree 185/99 implementing Directive 97/7/EC relating to the protection of consumers regarding distance contracts, the CUSTOMER, IF HE IS A CONSUMER, can return the purchased product for any reason and obtain a full refund of the purchase amount actually paid.

The CUSTOMER may exercise this right, within 10 working days of receipt of the goods or conclusion of the contract for services, by sending a written communication to the registered office of MARTEC S.R.L. – Via Provinciale delle Breccie 38 Naples zip 80147 registered letter with acknowledgment of receipt or using the company certified email martec@pec.it.

Following the aforementioned communication MARTEC S.R.L. will send the CUSTOMER an e-mail indicating the Return Authorization Number (RMA) and attaching the form to be completed in its entirety and attached to the packaging to be returned.

The methods for returning or collecting the goods to be returned will be indicated on the same form.

The return must take place within 10 working days from the date of receipt of the Return Authorization and can only take place if the product is intact in all its parts and unused.

The refund of the price paid for the purchase of the product does not include shipping costs for returning the goods, which are the sole responsibility of the CUSTOMER who intends to withdraw from the purchase.

The CUSTOMER bears the risk of loss or damage to the product during transport to the address indicated by MARTEC S.R.L. on the return form.

The packaging in which the products are sent back to MARTEC S.R.L must clearly display the Return Authorization number or "RMA" on the outside.

The invoice received from the CUSTOMER must be attached as a copy inside the package together with the returned product.

In the event that the CUSTOMER sends back damaged or used products, not equipped with a return number (RMA), not returned within the aforementioned deadline, not packaged regularly or completely, or in which certain parts are missing or have been damaged, such as components, elements, accessories, packaging materials, boxes, documentation and/or other objects, MARTEC S.R.L reserves the right to refuse reimbursement of the purchase price.

In this case MARTEC S.R.L is authorized to withhold the related costs from the respective amount to be reimbursed.

Under no circumstances will returns made by the CUSTOMER be accepted via shipments charged to MARTEC S.R.L (carriage collect).

REFUND METHOD:

Within 30 days of the notice of withdrawal, MARTEC S.R.L will refund, with the limitations mentioned above, the amount actually paid by the CUSTOMER by means of a credit note to the bank account or credit card (or with another form of payment).

■ **Sect. 11 - Exceptions to the right of withdrawal**

The right of return, and the consequent right of withdrawal, provided for in point 12, lapses if the CUSTOMER does not purchase the products and services as a consumer.

There is no right of return or refund on the software purchased, even if together with other products, if the sealing of the software has been opened.

■ **Sect. 12 - Warranty**

The guarantee due by law on the products marketed is the exclusive responsibility of the manufacturing companies, and the guarantee period starts from the date of purchase (indicated on the invoice).

A free service within the scope of the guarantee is possible only upon presentation of a receipt, proving the purchase and the date of purchase.

It is, therefore, the CUSTOMER's responsibility to keep a copy of the invoice, together with the warranty card of the purchased product, provided by the manufacturing company, where present.

If there is a need for the products to return to the offices of MARTEC S.R.L, for technical checks or assistance, they must arrive carriage paid.

The risks inherent in the shipment of products for assistance, sent by MARTEC S.R.L., are placed entirely at the expense of the CUSTOMER.

■ SECT. 13 - Replacement of defected products or damaged during transport

If the product purchased from Martec SRL turns out to have manufacturing defects, the CUSTOMER may request its replacement, within the strict deadline of 5 days from receipt, by writing to the e-mail address info@martecsrl.it.

The email must contain a description of the product defect.

The CUSTOMER is also required to return the defective product, in its original packaging, intact in all its parts.

MARTEC S.R.L. reserves the right to replace the defective product and/or carry out repair operations.

In case of replacement of the product, the return shipping costs are borne by MARTEC S.R.L. .

The latter will then replace the product with an identical one or, in the event of stocks running out, and subject to agreement with the CUSTOMER, with one of equivalent value.

Alternatively, in the event of impossibility of carrying out the aforementioned operations, MARTEC S.R.L may reimburse the CUSTOMER by issuing a Credit Note for an amount equal to the value of the defective product.

■ Sect. 14 – Software licenses

All software, including that already pre-installed in hardware products, is not sold but only granted for use under a license agreement.

The granting of the user license to the CUSTOMER takes place by MARTEC S.R.L. or a subsidiary or by the owner of the software as per the license agreement on the use of the software or other conditions linked to the software and/or the product, or the provision of the service.

The software may not be analyzed, decompiled, packaged, mixed or linked with other software, copied, converted, adapted, varied or modified (unless this is permitted by applicable law) nor may it be distributed in any form.

■ Sect. 15 - Contacts

For any requests contact MARTEC S.R.L. to the email address info@martecsrl.it.

■ Sect. 16 - Current law, competent court and language of the contract

The sale of products and/or services takes place in the territory of the Italian State and is subject to the laws in force in the Italian Republic.

These General Conditions have been drawn up in Italian with specific reference to Italian legislation to which any dispute arising regarding the interpretation and execution of the contract is subject.

The parties expressly declare that the competence for the resolution of any dispute, connected, dependent, direct and/or indirect, with these general conditions, is devolved to the Court of Naples.

■ **Sect. 17 – Acceptance of general conditions art. 1341 and 1342 c.c.**

The CUSTOMER, by accepting these general conditions, expressly declares his consent to the application of the same, for any direct, indirect and/or connected relationship with this agreement, pursuant to and for the purposes of the articles. 1341 and 1342 c.c.

The CUSTOMER expressly declares, having read these conditions, to have understood that the violation of even just one of these conditions will result in the legal termination of this contractual agreement, with the consequent right to compensation for damages by the compliant party.