

PURCHASE TERMS AND CONDITIONS

Date of publication on the website and entering into force _____

1. Definitions

The terms used in this Purchase Terms and Conditions (hereinafter, “T&C”) have the following meaning:

Contract: the agreement between the Seller and the Purchaser for the transferring of the property of a Product against the payment of the purchase price.

Seller: UNITRONITALIA INSTRUMENTS S.R.L., a company established under the Italian law (REA 1261155/2010, VAT no. 10878271005) having its registered office in Rome, Via G. B. Gandino, 37/39/41.

Purchaser: any natural or legal person, consumer or professional, who purchases a product sold by UNITRONITALIA INSTRUMENTS S.R.L..

Professional: any natural or legal person who is acting for purposes related to trade, business or profession.

Consumer: any natural person who is acting for purposes which are not related to trade, business or profession.

Parties: the Seller and the Purchaser jointly.

Products: precision instruments for microscopic and naturalistic astronomy.

Website: the website unitronitalia.com.

Purchase Terms and Condition (also “T&C”): the terms and conditions described herein, which constitute integral and substantial part of each Purchase Contract between the Seller and the Purchaser for the purchase of the Products. The Seller may change the T&C at any time, without prior notice to the Website users. The amended T&C enter into force from the date of the publication on the Website.

2. Object

Each Purchase Contract is governed by the T&C published on the Website at the date of the purchase order.

If one or more Purchase Contracts are concluded with a Professional, the T&C shall also apply, except for the following conditions:

1. the Professional does not have the right of withdrawal provided by art. 12;
2. the Professional is not covered by the warranties provided by art. 10 for the Consumers;

3. the Professional is not granted by any other guarantee provided by the Italian law provisions in order to protect the Consumer;
4. the Purchase Contract between the Seller and the Professional is regulated by the Italian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980);
5. the article of the T&C related to disputes between the Seller and the Consumer does not apply to the disputes between the Seller and the Professional.

Through the submission of the purchase order, the Purchaser acknowledges that the purchase order confirmation and the T&C are sent to the email address indicated by the latter during the Website registration process or during the purchase process through exchange of emails. In any case, the Purchaser is required to know the T&C applicable to the Purchase Contract, by reading them on the Website or asking the Seller for a copy.

In order to subscribe a valid Purchase Contract through the Website or through exchange of emails, the Purchaser must declare its legal capability and its majority. The Purchaser must declare to possess such requirements.

3. Features of the Products

The Seller declares that the Products comply with all the applicable Italian and European law provisions.

The Products match the description given in the Website.

The technical features of the Products are indicated in the Website.

4. Payment of the purchase price. Conclusion of the Purchase Contract. Indemnity

With the submission of the purchase order to the Seller, the Purchaser undertakes to pay the purchase price and the delivery costs.

The payment shall be made as follows:

- a. Credit card: the Seller accepts the most popular credit cards, such as: VISA - MASTERCARD - AMERICAN EXPRESS - AURA – PAYPAL. In such case, the collection costs are charged to the Purchaser;
- b. Bank transfer;
- c. POSTEPAY (via PayPal);
- d. Cash on delivery up to a limit of Euro 1,000.00 with an additional expense of Euro 17.00.

The purchase order submitted by the Purchaser to the Seller through the Website or through exchange of emails is a contractual offer and is governed by these T&C, which constitute integral part of the Purchase Contract and are fully accepted by the Purchaser.

The Seller accepts the purchase order by sending to the Purchaser a confirmation email to the email address provided by the Purchaser during the registration process on the Website or, if the Purchaser is not registered on the Website, in occasion of the submission of the order. The confirmation email contains the purchase order's details; the price is also indicated (delivery costs and taxes, if due, are included), along with the selected payment method and the information regarding the right of withdrawal. The purchase order, the Seller's confirmation and the T&C applicable to the Purchase Contract shall be stored electronically by the Seller on its storage data systems, and the Purchaser shall be able to obtain a copy of the documents by sending a written request by email to the email address indicated in article 11.

In case of refusal of the purchase order, the Seller shall refund any sum paid by the Purchaser.

The delivery of the Product will take place within 48 hours from the payment, or within the different term indicated by the Seller.

The Purchaser shall check the accuracy of the information provided. If the email address given by the Purchaser is incorrect, the Purchase Contract is not concluded and does not enter into force.

The Seller shall promptly send to the Purchaser, by email to the address indicated by the Purchaser, the tax receipt of the purchase.

The Purchaser shall indemnify the Seller from any responsibility deriving from the issuance of incorrect fiscal documents due to incorrect data provided by the Purchaser, since the latter is solely responsible for the proper indication of such data.

If the Purchase Contract is concluded through exchange of emails, the purchase order shall correspond to the form published on the Website and shall be filled in every part. The purchase order shall be sent together with the applicable T&C, the Privacy information and copy of the bank slip, if the Purchaser chooses to pay by bank transfer. All the attached documents, with the exclusion of the bank slip, must be dated and signed by the Purchaser.

5. Price determination and delivery costs

The prices of the Products are in Euro and they include VAT and any other tax.

The total costs of the delivery are fully charged to the Purchaser. In any case, such costs are indicated on the Website and they are also indicated to the Purchaser before the acceptance of the purchase order. The costs of the different methods of transportation are influenced by weight and dimension of the Products as well as by the delivery destination.

6. Selection procedure and purchase of the Products *online*

The Products shown on the Website can be purchased by selecting them and putting them into the virtual shopping cart.

In order to purchase the Products selected and put in in the shopping cart, the Purchaser shall indicate the personal data without any registration in order to complete the purchase order.

If the data provided with the purchase order are different from the ones indicated during the registration process, the Purchaser shall be required to confirm its data (including, without limitations, name, surname, etc.), as well as the delivery address, the billing address and the telephone number in order to allow the Seller to call the Purchaser for any information regarding the purchase order.

Subsequently, the Purchaser shall be shown a summary of the order details and the Purchaser shall be able to modify or annul the order. Then, the Purchaser shall declare to accept these T&C and the privacy information, by clicking the checkbox on the Website, after reading them carefully and downloading a copy.

Eventually the Purchaser shall confirm the order through the “Purchase” button, so that the order is definitely submitted to the Seller and it produces the effects described in article 4 of these T&C.

The Purchaser shall monitor the status of the order indicating the order number in the section “Status order” of the Website.

7. Products’ availability

The Purchaser might buy the Products shown on the Website if they are available in stock or if they might be delivered by the Seller’s suppliers.

Products’ availability is shown on the Website through an image which allows the online order or the order by exchange of emails.

The pictures of the Products on the Website can be followed by the following information:

- a. Product available. It can be purchased through the Website.
- b. Product available, but not purchasable through the online process. In this case, the Purchaser might find the Product on the Website, but, because of its characteristics and/or its high price, the Purchaser might buy it only by sending a written request addressed to the Seller, using the email address indicated in art. 11. It is suggestable to make a previous phone call to the Seller, using the following phone number: _____. The Product might be delivered in about two weeks from the acceptance of the purchase order.

8. Delivery methods

The Seller undertakes to make any reasonable effort to respect the delivery time indicated and, in any case, to deliver within 30 (thirty) days – or within the agreed term – from the conclusion of the Purchase Contract. If the Seller does not deliver the Products within the term previously agreed, due to the delay of the manufacturer or of other parties, the delivery shall take place within an additional appropriate term indicated by the Purchaser to the Seller. In case of non-execution of the order within the agreed term, due to the unavailability of the Product, the Seller shall inform the Purchaser with a written notice and the Purchaser may send written request in order to obtain the refund of any sum already paid for the Product.

The Seller shall deliver to the carrier or the shipper the ordered Products so that they can be transported to the address provided by the Purchaser.

The delivery costs are charged to the Purchaser.

In case of distance contract, the delivery obligation is fulfilled with the transfer of the material availability or control over the Product to the Purchaser/Consumer.

In case of distance contracts concluded with the Purchaser/Consumer, the risk of loss or damages of the Products, due to circumstances for which the Seller is not responsible, shall pass to the Purchaser/Consumer when the latter or a third party indicated by the latter and different from the carrier has the material availability of the Product. However, if the carrier is chosen by the Purchaser/Consumer without any suggestion from the Seller, the risk of loss or damages shall pass to the Purchaser/Consumer when the Product is delivered to the carrier.

In case of contracts concluded with the Purchaser/Professional, the risk of loss or damages is transferred to the carrier at the delivery.

Incoterms 2020 shall apply to the Purchase Contract, if such application is agreed to in writing by the Parties .

The Purchaser undertakes to check promptly, as soon as possible, that the delivery includes all and only the purchased Products, and to inform promptly the Seller of any defect of the Products received or any discrepancy from the purchase order, otherwise, the Products are considered as accepted.

9. Exceptional circumstances and force majeure

The Seller is not responsible for any event or disservice due to force majeure as, for example, accidents, explosions, fire, strikes, earthquakes, flood, pandemic and similar events which delay or block, totally or partially, the execution of the Purchase Contract.

The Seller is not responsible to any party or third party for damages, losses and costs due to the non-execution of the Purchase Contract caused by one of the above mentioned circumstances. The Purchaser has only right to obtain the refund of the sum already paid.

The Seller is not responsible for any illegal or fraudulent use, made by third parties, of credit cards, cheques and other payment instruments at the time of the payment of the purchased Products. Indeed, during the purchase process the Seller is not able to know the Purchaser's credit card number, which is directly transmitted to the bank through a secure connection.

10. Warranties. Indemnity

The Seller guarantees that the Product complies with the declared characteristics and is suitable for the use for which it is intended.

Should the Contract is concluded by the Consumer, the legal guarantees provided for by the Consumer Code (Articles 128 et seq.) apply. The Seller is responsible for any lack of conformity that occurs within two years of delivery of the Product. Any lack of conformity must be reported, under penalty of loss of the guarantee, within two months from the date of their discovery. The legal action filed to assert any lack of conformity is prescribed, in any case, within twenty-six months from the delivery of the Product. In case of lack of conformity, the Consumer may request, at his/her choice and without any charge, the repair or replacement of the Product, unless the requested remedy is objectively impossible or excessively burdensome; alternatively, it can ask for an adequate price reduction or termination of the contract.

Should the Contract is concluded by the Professional, the legal guarantees provided for by the Civil Code (Articles 1476 et seq.) apply. The Seller is responsible for defects that make the Product unsuitable for the use for which it is intended or if it appreciably decreases its value, and which occur within one year of its delivery. Any defects must be reported, under penalty of loss of the guarantee, within eight days from the date of their discovery. The legal action to assert any defects is prescribed, in any case, within one year from the delivery of the Product. In case of defects, the Consumer may request, at his/her choice, an adequate reduction in the price or the termination of the Contract, unless, for certain defects, the resolution is excluded, and provided that the defects exceed the limits of tolerability established by legal customs. The warranty is not due if, at the time of the delivery, the Professional knew the defects of the Product or these were easily recognizable.

The reporting of lack of conformity and / or the defects of the Product shall be made using the ordinary e-mail address indicated in the following art. 11 and it shall specify and prove in detail the conformity defects and / or the defects reported, as well as the type of guarantee required. It must be filed using the "Return Form", available on the Website. The order confirmation sent by the Seller and/or fiscal receipt as well as 3 (three) pictures (one picture of the whole Product, one picture of the identification code and one picture of the alleged defect) shall be attached to the Return report.

The warranties do not apply in the event of improper or abnormal use, damage, tampering or unauthorized repairs of the Product, and in all cases in which the defects are caused by inexperience, negligence or imprudence of the Purchaser.

The Products covered by the warranty or, in any case, the Products which need technical assistance shall be delivered to the Seller, but only after its written authorization.

The Product that requires technical assistance shall be shipped to the Seller only after the Seller's written authorization, with which the Seller will certify the effectiveness of the warranty; otherwise, the Seller will not be responsible for the custody of the Product or for the shipping costs.

By accepting these T&C, the Purchaser indemnifies the Seller in the event of disputes raised by a final buyer, by other sellers of the same contractual chain or by any other intermediary.

The indemnity also operates in the event that the Purchaser gives his/her consent to a repair carried out directly by the manufacturer.

It is understood that the legal guarantees listed above do not entail any recognition of any other form of reimbursement and / or compensation for damages.

Except as provided in this article, Unitronitalia reserves the right to carry out after-sales activities.

11. Notices

Any notice referred to the Purchase Contracts shall be in writing and shall be effective if sent by email to the following email address:_____.

12. Right of withdrawal

Without prejudice to the exceptions provided by article 59 of the Consumer Code, the Consumer is granted the right to withdraw from the Purchase Contract, without giving any explanation and without penalties, within 14 (fourteen) days from (i) the delivery of the Product or (ii) in case of two or more Products ordered together but delivered separately, the date of the last delivery.

In order to exercise the right of withdrawal, the Consumer shall notify to the Seller, before the expiration term, its decision, following the procedure and using the form available on the Website. As an alternative, the Consumer can send an explicit declaration of withdrawal to the Seller, to the email address indicated in article 11 before the expiration term. After the notification, the Consumer shall receive an email confirming the withdrawal and indicating, if the Purchaser has already received the Product/s, the instructions for the Product/s recall by the carrier appointed by the Seller, within the following 14 (fourteen) days. Any risk and direct cost arising from the return of the Products, as well as the evidence of the return, shall be charged to the Seller. Once the withdrawal is effective, any payment made by the client in favor of Unitronitalia shall be refund, with the exclusion of the shipping costs (in case the Consumer has purchased Products for a total value equal to or lower than Euro 50.00), without delay, and, in any case, within fourteen (14) days from the effective date of the withdrawal. The refund shall be made through the same payment method used by the Consumer for the first transaction. The refund can be suspended until the Seller receives the Products from the Consumer.

The Consumer is responsible for any decrease in value of the Products, resulting from an incorrect use, which was not necessary to ascertain the nature, the characteristics and the functioning of the Products.

Therefore, if the returned Products are used and/or damaged (i.e. worn-out, abraded, scratched, deformed, etc.) or they are not complete with all their elements and accessories, not accompanied by instructions/notes/manuals attached, or by the original packing, the Consumer shall be responsible for any decrease in value of the Products, and shall have right to obtain the reimbursement of an amount equal to the residual value of the Product. To such extent, the Consumer is recommended to avoid any manipulation not necessary to ascertain the nature, the characteristics and the functioning of the Products and pack them in order to protect their integrity during the delivery.

13. Authorizations

By filling the form on the Website, the Purchaser authorizes the payment to the Seller by wire transfer, by credit card or by any substitute card, for the total amount due. The whole process takes place through a secure connection directly linked to the payment service provider. The Seller does not have access to the information of the payment.

14. Termination clause and retention of title

The obligations undertaken by the Purchaser with regard to the payment of the Product price, as well as the performance guarantee, are essential, so that the Purchaser acknowledges that the non-compliance to any of such obligations shall determine the termination of the contract pursuant to article 1456 of the Italian Civil Code, with no need of a judicial decision, without prejudice to the Seller's right to claim compensation for further damages.

If the Parties agree on split payment transactions, the ownership of the Product shall be transferred from the Seller to the Purchaser until the Purchaser makes the payment of the total amount due to the Seller.

The Products shall remain property of the Seller until the Purchaser has fully paid the price. Until full payment is made, the Purchaser will assume the obligations and responsibilities of a keeper, and will not be able to sell, give in use, or have the Products seized without declaring the ownership of the Seller. The Purchaser shall immediately notify the Seller of these measures by sending an email to the address indicated in article 11.

15. Treatment of personal data

If the Buyer / Consumer or Professional is a natural person, the rules relating to the protection of natural persons with regard to the processing of personal data, as well as the free circulation of such data, referred to in the GDPR - Regulation (EU) 2016/679 apply.

The transmission of the purchase order by the Purchaser, a natural person, implies knowledge of the privacy information available online on the Seller's website, and consent to the processing of personal data, pursuant to Articles 13 and 14 GDPR - Regulation (EU) 2016/679.

The processing, storage and transmission of personal data takes place using manual, computerized or telematic tools, with the observance of every precautionary measure that guarantees its security and confidentiality, in accordance with the provisions of the GDPR, for the sole purpose of being able to effectively fulfill the legal obligations related to the economic activity of the Seller and the execution of the Contract.

16. Jurisdiction and competent court

Each Purchase Contract concluded between the Seller and the Purchaser pursuant to these T&C shall be construed and interpreted in accordance with the Italian law. In any case, the rights granted to the Consumers by their respective national law shall not be affected.

Any dispute shall be referred to the jurisdiction of the Court of the place where the Consumer has the residence or principal place of business.

Any dispute between the Seller and a Professional shall be referred to the jurisdiction of the Court of Rome.

17. Final provisions

The invalidity of individual clauses of the Purchase Contract shall not determine the invalidity of the whole Contract.

In case of conflict between the T&C and the Purchase Contract, the content of the confirmation email and of these T&C shall prevail.

Place, date

Signature

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the following articles are double underwritten: 2. Object; 4. Payment of the purchase price. Conclusion of the Purchase Contract. Indemnity; 8. Delivery methods; 9. Exceptional circumstances and force majeure; 10. Warranties. Indemnity; 14. Termination clause and retention of title; 16. Jurisdiction and competent court.

Place, date

Signature
