

GENERAL SALES TERMS AND CONDITIONS

The following conditions apply to all distance sales of products available on the website www.infodata-shop.com and to direct sales.

WHO WE ARE

The website www.infodata-shop.com belongs to Infodata sistemi Srl with registered office at Via Strada di Vienna 55/1 – 34151 Trieste, Italy.

Tax Code and VAT number: 00933570327

CONTACTS

Tel. +39 040-367189

PEC: info@pec.infodata.it

Email: commerciale@infodata.it

WHO CAN PURCHASE

Anyone can purchase on www.infodata-shop.com

You can buy on our website both as a private consumer and as a professional with VAT number (hereinafter CLIENT)

A private consumer is considered to be a natural person who purchases a product for purposes unrelated to their business activity. In this case, they benefit from the rights recognized by the Consumer Code (Legislative Decree 206/05).

A professional is considered to be someone who purchases as a legal entity (such as a company) or a natural person who purchases in the course of their professional activity. In this case, not all the favorable conditions reserved for private consumers apply (for example, the right of withdrawal).

CONTRACT CONCLUSION

The CLIENT who intends to purchase must register to create an account.

The contract is concluded when the order reaches the server of Infodata Sistemi Srl. Once the order is registered, a confirmation email will be sent to the email address provided during registration containing an order number to use for communication with us and to immediately identify the purchase.

The above methods do not apply to contracts concluded by telephone or email exchange. In these cases, the contract is concluded at the time of the meeting between the purchase offer (order) and our acceptance (order confirmation).

UNAVAILABLE PRODUCT

Subject to the right of withdrawal for the private buyer in the event of an out-of-stock product, the CLIENT will be immediately notified by email with the following alternatives:

in the event of product restocking, the CLIENT can decide whether to accept a new delivery date; alternatively, the CLIENT may modify the order and purchase another item. If payment has already been made and the new product has a higher price, the difference will be requested. If, on the other hand, the product has a lower price, the difference will be refunded; in any case, the CLIENT may decide to terminate the contract and, if payment has already been made, be fully refunded. Refunds will be made using the same payment method used for the purchase and will be made within a maximum period of 15 working days. In the case of a multi-item order, i.e., one that includes multiple products, the unavailability of certain items forming part of a multiple order does not invalidate the sale of the available items. Only if the unavailable items are clearly ancillary to the others object of the multiple order may the latter be canceled in its entirety.

If the CLIENT requests partial delivery of the ordered goods, any additional shipping costs will be borne by the CLIENT.

PAYMENTS

All orders placed, in any form, with Infodata Sistemi Srl imply acceptance of these general terms and conditions of sale, with the exclusion of the application of special purchasing conditions, which are practiced from time to time, to the CLIENT.

Orders can be paid for through electronic payments available on the infodata-shop.it website or by bank transfer upon order acceptance. The execution of orders will be strictly related to the date on which Infodata Sistemi Srl is able to verify and approve the availability of credit.

Bank transfer upon notice of goods ready. Shipment will be strictly related to the date on which Infodata Sistemi Srl is able to verify and approve the availability of credit.

Bank References Infodata Sistemi Srl:

BANK	INTESA SANPAOLO S.P.A., PIAZZA DELLA REPUBBLICA N. 2, TRIESTE
ABI	M03069
CAB	02233
C/C	100000017057
IBAN	IT49 M030 6902 2331 0000 0017 057
BIC	BCITITMM

SHIPPING AND DELIVERY

Shipments can be made either carriage forward (cost borne by the CLIENT) or carriage paid (cost charged on the invoice). The goods always travel at the expense and risk of the CLIENT, unless otherwise specified on the Order Confirmation. The eventual cost of transport is specified on the Order Confirmation. Any insurance is at the expense of the CLIENT.

The shipment of ready-to-ship goods in the warehouse takes place within 2 days from the acceptance of the order. Delivery times for other goods or services are indicated on the Order Confirmation.

CUSTOMS COSTS

If the ordered products are to be delivered abroad, payments such as duties and import taxes may be required by the customs of the destination country.

Such additional costs are the exclusive responsibility of the CLIENT.

RESPONSIBILITY

Infodata Sistemi Srl, except in cases of fraud or gross negligence, shall not be liable for any direct or indirect damage or loss arising from delayed, failed, or incorrect delivery of the product; the buyer shall only be entitled to the refund of the price paid.

DELIVERY DELAYS

Delivery times are expressed in working days, excluding holidays and any company closures for communicated collective company holidays. Infodata Sistemi Srl will do its best to deliver the ordered products and/or provide the ordered services by the date indicated in the Order Confirmation but cannot undertake a binding commitment to meet that date. Any delays in deliveries cannot give rise to claims for damages or refusal of goods by the CLIENT. Infodata Sistemi Srl reserves the right to partially or totally terminate the contract, without acknowledging damages, if it is unable to deliver within the stipulated period due to force majeure.

PRODUCTS

Products may undergo technical and/or aesthetic modifications due to force majeure or contingent production needs. The related technical information is based exclusively on official data published by the manufacturers, who reserve the right to modify technical and dimensional information in accordance with changes/improvements made to the products.

PRICES

All prices are exclusive of VAT and Franco headquarters of Infodata Sistemi s.r.l., unless otherwise specified on the Order Confirmation. Infodata Sistemi Srl reserves the right to change prices without notice. Price changes will not be applied to orders already accepted by Infodata Sistemi Srl by sending the Order Confirmation.

Conversely, prices published on our e-commerce sites may be incorrect in the event of computer malfunctions. We reserve the right to correct prices of web orders within 48 hours.

INSTALLATION

Installation is not included in the price, unless expressly stated in the Order Confirmation

RETENTION OF TITLE CLAUSE

Sales by Infodata Sistemi Srl are managed with a retention of title clause, whereby the acquisition of ownership rights is subject to a suspensive condition, consisting of fully paying the amount, therefore until the invoices are fully paid, the materials are considered the property of Infodata Sistemi Srl pursuant to art. 1523 C.C.

In the event that the CLIENT delays payments beyond 30 (thirty) days from the agreed payment terms specified on the Order Confirmation, Infodata Sistemi Srl may request the total return of the goods within 15 days from the request sent to the Client via PEC or Registered Mail with return receipt requested. In addition, Infodata Sistemi Srl shall have the right to invoice the Client 15% of the total amount of the purchase invoice for damages suffered in addition to any costs resulting from non-compliance and integrity of the returned goods.

COMPLAINTS

Upon actual receipt of the goods, the CLIENT is required to verify the integrity of the packages and the conformity of the delivered goods. Any shipping errors or shortages of materials must be reported by written document within 10 (ten) days to Infodata Sistemi Srl, citing the Transport Document (DdT) number and/or the invoice number.

Within 10 (ten) days from the delivery of the goods, failing which the CLIENT will forfeit, the CLIENT is required to report to Infodata Sistemi Srl, by written document, any discrepancies in the received goods compared to the contractual agreements. Otherwise, the product will be deemed delivered and accepted.

WARRANTY

Infodata Sistemi Srl guarantees for 12 (twelve) months from the invoice date, unless otherwise specified in the warranty sheet enclosed with the delivered product, that the supplied products are free from manufacturing defects provided they are used correctly and adequately stored. Parts subject to wear and consumable materials are excluded from the warranty. This warranty applies only to Infodata Sistemi Srl customers. If the product malfunctions during the warranty period due to a material or manufacturing defect, it will be repaired or replaced at the discretion of Infodata Sistemi Srl. This warranty does not cover damages caused by: neglect, incorrect installation, unauthorized repairs and maintenance or improper alterations carried out by unauthorized personnel; unauthorized modifications; improper use not in accordance with the warnings and instructions provided in the instruction or installation manual; normal wear and tear or breakage; damages caused by accidents or force majeure events including fire, water, lightning or other atmospheric agents; damages caused by overvoltages and overcurrents, insufficient or irregular electrical supply; any other cause not mentioned that is not however linked to a material or manufacturing defect. This warranty also does not cover: damages occurring during storage in the point of sale or suffered by the product during transportation; loss of information stored by the customer, loss of time, software damages, loss of commercial profits or other commercial damages resulting from the use of the product; losses covered by the CLIENT's insurance; shipping costs and other expenses incurred; accidents and other indirect damages not listed. In addition, Infodata Sistemi Srl declines any responsibility for any damages that may directly or indirectly arise to persons, property or animals as a result of failure to comply with the prescribed instructions.

CREDITS AND RETURNS

Private Consumer

The Private Consumer has the right to withdraw from the purchase under Legislative Decree no. 206/2005 "Consumer Code" and is required to return the goods within 14 (fourteen) days from the date on which he/she communicated to the seller his/her decision to exercise the right of withdrawal.

The Private Consumer may withdraw, even without giving any justification and without penalty, by sending a written communication via email to commerciale@infodata.it to the seller within 14 (fourteen) days from the date of delivery of the goods specifying the purchase date, the order number and the item code to be returned.

The Products must be returned to Infodata Sistemi s.r.l., Strada per Vienna 55/1, 34155 Trieste.

Following the withdrawal received from the Private Consumer, if motivated, Infodata Sistemi s.r.l. will assess, depending on the case, whether the returned goods are to be repaired, replaced, or refunded. In the case of a refund, all related payments made by the buyer, including delivery costs, will be refunded. The

refund will be made within 14 (fourteen) days of receiving the return. Refunds will be credited directly to the bank account reported or to the payment instrument used at the time of purchase.

Professional

The Customer who purchases as a legal entity (such as a company) or a natural person who purchases in the course of their professional activity is not entitled to the right of withdrawal.

Any returns of products must be previously agreed and authorized through the R.M.A. (Return Material Authorization) procedure. Products returned to our warehouse without R.M.A. authorization will be refused and returned to the sender carriage forward.

Materials returned for incompatibility, not subject to our product, or for warranty repairs, but found to be working, will be subject, in addition to any repair cost, to a flat fee of €30.00 (thirty) for handling expenses.

The products must be returned in their original packaging and with adequate outer packaging. No claims will be accepted after 14 (fourteen) days from the receipt of the goods. The goods shipped by the customer always travel at his/her own risk.

Any credits for returned goods will be made at the list price in force at the date of return.

All returns must be sent to Infodata Sistemi s.r.l., Strada per Vienna n. 55/1, 34151 Trieste within 14 (fourteen) days from the receipt of the confirmed R.M.A. and will be accepted only carriage paid. No returns of goods purchased from special offers or end-of-stock items are accepted. Goods found to be incomplete or incomplete (e.g., defective, scratched/damaged product, lacking manuals and accessories, missing labels on products or packaging, damaged boxes, etc.) will be returned to the customer carriage forward.

INSOLVENTS

In the event of deferred payment, in case of non-payment by the deadline, even of a single installment, the CLIENT shall forfeit the term benefit under article 1186 of the Civil Code and, consequently, all sums due, even those not yet due, shall become immediately due and payable. In the event of non-payment by the deadline, interest at the rate provided for by Legislative Decree no. 231 of 09.10.2002 shall be due from the day following the deadline of the first unpaid installment until the date of actual payment, unless otherwise agreed by the parties. In the event of non-payment, even of a single installment, Infodata Sistemi Srl shall have the right to suspend any further supply and to terminate contracts to which execution has not been given, without prejudice to the right to obtain immediate payment of those already executed and compensation for the damage resulting from the interruption of supplies.

LEGAL EXPENSES

Any and all expenses, including registration and transcription fees, necessary to enforce the seller's property rights against anyone shall be borne by the CLIENT.

ORDER CANCELLATION

Orders are irrevocable and immediately bind the customer, except for the right of Infodata Sistemi Srl to authorize any revocations. In such case or if the CLIENT refuses to accept the commissioned goods, the latter shall forfeit any amounts paid in advance and shall also pay Infodata Sistemi Srl, as a penalty, an amount equal to 10% of the agreed price, plus any shipping costs for delivery and return.

JURISDICTION AND COMPETENT COURT

Any dispute relating to the application, execution, interpretation, and breach of the purchase contracts concluded shall be subject exclusively to Italian jurisdiction. These general conditions are subject, for anything not expressly provided therein, to the combined provisions of Legislative Decree no. 50/92 and Legislative Decree no. 206/05, as well as to the provisions of the Civil Code. Any dispute shall be referred to the exclusive jurisdiction of the Court of Trieste.

Infordata Sistemi Srl may, however, submit disputes arising from these general terms and conditions to the courts having jurisdiction over the CLIENT's domicile or residence, and the place of fulfillment of the obligation.