Terms and Conditions of Sale

(“T&C”)

Definitions

For the purposes of these General Terms and Conditions of Sale, the following definitions shall apply:

“Markbass S.p.A.” or “Seller”: with its registered office in 66020 San Giovanni Teatino (CH), Via Po no. 52, VAT no. IT01927720696, Italian tax code 01445460684, certified email (PEC): parsek@emailcertificatapec.it, registered with the Chieti Business Register under no. 01445460684, REA no. CH-133708, fully paid-up share capital of Euro 2,122,316.00, telephone:+390854465705

“Customer”: the natural or legal person who accesses the Website to purchase the Products;

“Consumer”: the Customer who is a natural person acting for purposes unrelated to any business, commercial, craft or professional activity they may carry out, pursuant to Article 3 of Italian Legislative Decree no. 206 of 6 September 2005;

“Website”: the web address https://care.markbass.it;

“Products”: the goods manufactured by the Seller and sold by the Seller through the e-commerce Website;

“Order”: the offer to purchase made by the Customer through the Website's procedures and, in particular, through the Shopping Cart;

“Shopping Cart”: the stage of the purchasing process in which the Customer chooses the Product and selects the payment method, delivery method, etc.;

“Consumer Code”: the Italian Consumer Code, governed by Legislative Decree no. 206 of 6 September 2005, as subsequently amended and supplemented;

1. Subject matter and acceptance of these T&C

1.1 These T&C govern the offer and sale of the Products by the Seller on its Website.

1.2 The offer and sale on the Website constitute a distance contract.

1.3 The applicable T&C are those in force on the date the Order is submitted and are deemed to have been read and accepted by the Customer, who must tick the acceptance box in order to submit the Order.

2. Formation of the sales contract

2.1 Before completing the Order, the Customer receives all mandatory information (product characteristics, total price, delivery charges, right of withdrawal, etc.) pursuant to Article 49 of the Consumer Code.

2.2 After choosing the Products and carefully checking the delivery information entered and the shipping method, the Customer proceeds to pay the price. The Order is placed by confirming it and is subject to payment of the price, taxes and shipping charges as specifically indicated in the Order summary form.

2.2 Submission of the Order does not constitute acceptance of the order. The contract is formed when the Seller sends the Order confirmation to the email address provided by the Customer.

2.3 The Seller reserves the right not to confirm an Order, notifying the Customer within 5 working days of the order being placed, at the email address associated with the purchase. In this case, the Seller shall refund the price and shipping charges paid by the Customer.

2.4 The Customer may cancel the Order only before receiving the Order confirmation email from the Seller.

2.4 During the process of purchasing a spare part on the Website, the Customer will receive a notice stating that it is essential to contact the Seller in order to verify that the spare part is compatible with their product; if the Customer fails to contact the Seller, the Seller shall be exempt from any liability relating to incompatibility of the spare part with the product, as well as for damage of any kind to property or persons that may be caused by the spare part purchased without a compatibility check.

3. Price and payment methods

3.1. Prices are stated in Euro and include VAT. If the purchase is made from a country where a different currency is in circulation, the Customer shall calculate the exact amount of the price in their own currency at the time of payment.

3.2 If the Seller receives an amount lower than that indicated on the Website, including all cost items, the Seller is not required to ship the Products until the shortfall has been paid.

3.2 Shipping charges for the Products purchased may vary depending on the weight, the number of items selected and the destination of the goods. The Customer is always informed of the shipping charges before completing the purchasing process and making payment.

3.3 The payment methods accepted by the Seller are those indicated on the Website during the Order payment process.

4. Availability

4.1 If the Product ordered is unavailable, the Seller undertakes to provide a replacement or, if this is not possible, to refund the amount paid by the Customer immediately and, in any event, within 30 (thirty) working days starting from the day following submission of the Order. The refund amount will be communicated by email or another communication channel provided by the Website and credited using the same method used for payment. In the case of a bank transfer, all information necessary to make the credit must be provided. The Seller shall not be held liable for any delays in crediting the refund that are attributable to the Seller's or the Customer's bank.

4.2 The images and colours of the Products shown on the Website are indicative and may differ from the actual ones due to various factors, including photographic filters.

5. Delivery methods

5.1 The cost of shipping the Products is expressly indicated during the Order process.

5.2 The Seller uses an express courier selected by the Seller according to the country of delivery.

5.3 The delivery obligation is fulfilled by transferring physical possession or, in any event, control of the Products to the Customer.

5.4 Delivery times are indicated during the Order process; if no specific delivery time is indicated, delivery shall in any event take place within thirty days of formation of the contract, pursuant to Article 61 of the Consumer Code.

5.5 The Customer is responsible for checking the condition of the Product delivered to them. The risk of loss of or damage to the Products passes to the Customer when the Customer takes physical possession of the Product. The Customer must check the number of Products received and that the packaging is intact, undamaged and otherwise unaltered, and, where applicable, record any irregularities on the carrier's transport document, accepting the parcel subject to reservation.

5.6 The Customer acknowledges that collecting the Product is a specific obligation arising from the purchase contract. If delivery is unsuccessful because the recipient is absent from the address specified in the Order, the courier will leave a notice confirming the delivery attempt. The notice will indicate the telephone number the user must contact to request a second delivery attempt by the courier. After two unsuccessful delivery attempts, the parcel will be held in storage. If it is not collected within the period set by the courier, the products will be returned to the Seller, who will refund the price of the Products, excluding shipping costs. The Seller shall not be liable for delivery errors due to inaccuracies or omissions in the purchase Order completed by the Customer, for any damage to the Products occurring after handover to the courier where the courier has been chosen and appointed by the Customer, or for delivery delays attributable to that courier.

6. Products requiring installation

6.1 The Seller's Products comply with Regulation (EU) 2023/988 on general product safety.

6.2 Products requiring installation must be installed by qualified technical personnel

6.2 If installation is carried out personally by the Customer or by unqualified personnel, the Seller shall not be held liable for any malfunction of the Product or for damage of any kind to property or persons caused by incorrect installation of the Product. In this case, the statutory guarantee referred to in Article 7 below is excluded.

7. Product guarantee

7.1 Products purchased by Consumers are covered by the statutory guarantee of conformity provided for in Articles 128-135 of the Consumer Code and Article 10 of Directive (EU) 2019/771. The statutory guarantee is reserved for all purchases made on the Website by Customers who qualify as Consumers. For non-EU Consumers, Italian law applies under the terms of Article 13 of these T&C –

7.2 Products purchased by Customers who are legal persons are subject exclusively to the guarantee against defects governed by Articles 1490-1495 of the Italian Civil Code.

7.3 In the event of a lack of conformity of the Products purchased, the Consumer is entitled to repair or replacement of the product at no additional cost. Where this would be excessively burdensome for the Seller, the Consumer shall be entitled to termination of the contract or a price reduction, pursuant to Article 135 quater of the Consumer Code.

7.4 The Consumer is not entitled to terminate the contract if the lack of conformity is only minor.

7.5 The statutory guarantee is excluded if the Product is installed personally by the Customer or by unqualified personnel, except where the Product's lack of conformity is independent of the incorrect installation carried out.

7.5 The guarantee does not cover damage resulting from: lack of care and negligence; incorrect and improper use of the Product; any damage resulting from use of the Product with supply voltages other than that indicated; or any damage resulting from modifications made to the equipment, whether to its electrical components or its appearance.

7.6 All liability is disclaimed for any damage that may be caused, directly or indirectly, to persons, property or animals as a result of failure to comply with the instructions in the relevant operating manuals concerning warnings on the installation, use and maintenance of the equipment.

7.7 Use of the equipment outside normal safety conditions excludes any civil and criminal liability of the Seller.

7.8 Any damage caused by lightning, fire or force majeure events of any kind excludes all liability of the Seller.

8. Right of withdrawal

8.1 The Consumer has the right to withdraw from the contract, without giving any reason, within 14 days of taking physical possession of the Products. To meet the withdrawal deadline, it is sufficient for the Consumer to send the communication concerning the exercise of the right of withdrawal before the cooling-off period, namely the 14 days, has expired. The Consumer may use the withdrawal form made available by the Seller on the Website or send a direct communication to the email address: care@markbass.it

8.2 The Consumer must return the goods to the Seller (Markbass S.p.A., Via Po 52, 66020 San Giovanni Teatino (CH), Italy), by delivering them to a third party authorised by the trader to receive the goods, without undue delay and in any event within 14 days of the date on which the Consumer notified the trader of their decision to withdraw from the contract pursuant to Article 54 of the Consumer Code. The Consumer shall bear only the direct cost of returning the goods. The Product must be returned in its original packaging and in a perfectly clean condition. The substantial integrity of the product to be returned is an essential condition for exercising the right of withdrawal.

8.3 If the Consumer withdraws from the Contract, all payments made to the Seller will be refunded. The refund will remain pending until the returned goods have been received by the Seller and will be made only after their integrity has been checked.

8.4 The Consumer is liable only for any diminished value of the goods resulting from handling other than that necessary to establish the nature, characteristics and functioning of the goods.

9. Force majeure

9.1 In the event of force majeure, performance of the Order will be suspended. In addition to events normally considered to constitute force majeure, such events include total or partial strikes, internal or external to the Seller; disruption of transport or supply services for any reason; governmental or legal restrictions; IT or electrical failures; and disruption of telecommunications, including networks and, in particular, the internet.

9.2 In these cases, the Seller will notify the Customer of a new date for fulfilling the Order. The Customer may accept the new date if they wish to maintain the Order or withdraw from the contract, with a corresponding refund of the price paid.

10. Industrial and intellectual property rights

10.1 All industrial and intellectual property rights relating to the Website, trademarks, logos, designs, images, texts, databases, software and all Products, including their packaging, are the exclusive property of the Seller or are licensed to the Seller for use.

10.2 Any reproduction, communication, downloading, modification or partial or total use of these elements belonging to the Seller or to third parties, for any purpose or by any means of communication, requires the written authorisation of the Seller or the respective intellectual property rights holders, except where authorised by law. The Customer represents and warrants that they have been informed that failure to comply with any of these obligations will expose them to legal action.

10.4 It is therefore prohibited to copy, disclose or modify content protected by copyright, registered trademarks or other intellectual and industrial property rights belonging to the Seller.

11. Privacy and cookies

11.1. The Customer's data are processed by the Seller in accordance with personal data protection legislation, as specified in the Privacy Policy available on care.markbass.it and the Cookie Policy available on the same website, pursuant to Article 13 of Italian Legislative Decree no. 196/2003 and Article 13 of EU Regulation 679/2016 (GDPR).
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11.2. All information relating to the processing and storage of Customers' personal data can be obtained by consulting the Privacy Policy available on care.markbass.it. For any further information on the processing of the Customer's personal data, requests may be sent to the email address privacy@markbass.it or to the Seller's registered office address.

12. Customer support

12.1 The Seller provides the Customer with the following email address: care@markbass.it, and the following telephone number: +39 0854465705. The support service will operate on working days from 10.00 to 13.00 and from 15.00 to 19.00. The Seller will respond within 1-3 days of the support request, except during periods of company closure duly indicated on the Website.

13. Applicable law and judicial and out-of-court dispute resolution

13.1 These T&C, as well as each sales contract, are governed by Italian law and subject to Italian jurisdiction. In particular, the contractual relationship between the Seller and the Customer is governed by these T&C and, where the Customer is a Consumer, by the Consumer Code, the E-commerce Decree (Italian Legislative Decree no. 70 of 9 April 2003, as subsequently amended) and the Privacy Code (Italian Legislative Decree no. 196 of 30 June 2003, as subsequently amended).

13.2 Where the Customer is not a Consumer, any dispute relating to the T&C or to sales contracts shall fall within the exclusive jurisdiction of the courts of Pescara.

13.3 Where the Customer is a Consumer, the court of the Consumer's place of residence or domicile shall have jurisdiction over any dispute relating to the T&C or to sales contracts, pursuant to Article 66bis of the Consumer Code.

13.4 It is specified that Italian law applies to EU Consumers; this choice shall not deprive the consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country where the consumer has their habitual residence, pursuant to Article 6.2 of Regulation (EC) No. 593/2008.

13.5 It is further specified that Italian law applies to non-EU Consumers, without prejudice to the application of mandatory consumer protection rules laid down in the Consumer's country of residence.

13.5 If the Seller's decision regarding a dispute does not satisfy the Customer, the Customer may initiate an out-of-court resolution procedure pursuant to the Digital Services Act, Regulation (EU) 2022/206 (DSA, Digital Services Act). To access this resolution process, the Customer must first contact a certified out-of-court dispute settlement body, the list of which is published by the European Commission (https://digital-strategy.ec.europa.eu/en/policies/dsa-out-court-dispute-settlement). It is specified that decisions of out-of-court dispute settlement bodies are not binding on the Customer or the Seller.