

## General Sales Conditions for on-line shopping on the website [www.logikacontrol.it](http://www.logikacontrol.it)

These GSC's regulate the purchase by means of telematic modalities of the Products presented on the website [www.logikacontrol.it](http://www.logikacontrol.it) (the "Products") (the "Website"), managed by Logika Control srl, located in via Garibaldi 83 / A – I - 20834 Nova Milanese (MB).

These GSC'S are an integral and essential part of Purchase Agreement of any Product and the submission of an Order (as defined in Section 1.2) involves their acceptance by the Customer.

Logika Control Customer Service is available for information, complaints and disputes.

On-line shop at [www.logikacontrol.it](http://www.logikacontrol.it) - tel. +39.0362/37001 from Monday to Friday (8.30 - 17.30)

E-mail: [info@logikacontrol.it](mailto:info@logikacontrol.it).

Logika Control is available - also by phone - to provide Customers (as defined in Section 1.2) any clarification or information regarding the content of the GSC's, the Agreement (as defined in Section 1.2) and the related rules, as well as any claim. If Customer decides not to use the telephone service, any rights and faculties recognized by the law shall remain valid. As for saving and printing of the GSC's and the possibility of viewing the text of the Agreement, please refer to Section 2 of these GSC's.

### 1. Scope and definitions

1.1. These GSC's apply to all Purchase Orders of Logika Control Products, submitted through [www.logikacontrol.it](http://www.logikacontrol.it).

1.2. Within these GSC's, you will find the following definitions:

**"Customer"**: any person or legal entity who submits an Order in the exercise of his business, commercial, craft or professional activity; **"Agreement"**: any agreement between Logika Control and a Customer concerning the purchase of one or more Products, concluded in accordance with Section 3.3 and 3.4; **"Working Day"**: any day of the week except Saturdays, Sundays and Public Holidays under Italian law; **"Order"**: any proposal concerning the purchase of one or more Products, submitted by the Customer to Logika Control in accordance with Section 3.3 and 3.4.

### 2. Download and consultation of Agreement terms and conditions

2.1. The Customer may retain a copy of these GSC's, in addition to all documents relative to Products purchased on the Website, using the normal functionality of his browser ("File" -> "Save as"). These GSC's can also be downloaded in PDF format and saved by clicking **HERE**. A free Adobe Reader program ([www.adobe.com](http://www.adobe.com)) or other equivalent PDF-compatible programs must be used to view the PDF file.

2.2. In addition, the Customer may archive Order details by saving the Order Confirmation that Logika Control will send after receipt of the order, to the e-mail address of the Customer. This confirmation email will also contain a direct link to these GSC's, with the possibility of printing or saving such documentation.

2.3. The Order will be entered by Logika Control in its systems. The Customer will access the reserved area of the Site by inserting username and password that will be attributed to him when registering on the same Site. In this reserved area, by entering his credentials, the Customer will be able to update and save his contact details. The Customer undertakes to privately handle his credentials for access to the reserved area and will not make it available to third parties.

### 3. Conclusion of the Purchasing Agreement

3.1. Any Agreement for the Purchase of Products will be stipulated in Italian or English.

3.2. The presentation of Products on the Website constitutes an invitation, addressed to the website visitors, to formulate a purchase proposal to Logika Control. Such invitations are of no binding nature for Logika Control and, in particular, do not constitute public offers for the purposes of art. 1336 of the Italian Civil Code, remaining in the full discretion of Logika Control any decision regarding the acceptance of any proposals that may have been formulated.

### **3.3 Conclusion of the Agreement via internet**

**3.3.1** In order to purchase one or more Products via internet, the Customer will have to register on the Website in advance and provide all the data necessary to allow Logika Control to execute the submitted Orders, in compliance with applicable provisions relative to personal data protection.

**3.3.2** Once the registration has been completed, the Customer may select one or more Products and insert them into a virtual "shopping basket", which contents may always be viewed before proceeding with the Order.

**3.3.3** By clicking on the button "Buy now", the Customer will start the Order processing procedure. In this phase, the Customer will have the opportunity to review the data entered by clicking on the "Back" button to identify and modify any incorrect information.

**3.3.4** By clicking on the button "Send Order", at the end of the procedure initiated under Section 3.3.3 above, the Customer will forward the Order to Logika Control. Any Order submitted in such manner is a binding contractual proposal made by the Customer.

Upon Submission of the Order by the Customer, Logika Control shall promptly confirm the receipt of the Order by sending an e-mail to the Customer's e-mail account. By sending a further e-mail, Logika Control will also inform the Customer if the Order can be accepted or not (**Order Confirmation**).

**3.3.5.** Logika Control can accept the Order or not and, in case of not acceptance, the Customer will have no rights or claims against Logika Control. The Order is accepted only when the Customer receives the Order Confirmation on his e-mail address, confirming acceptance of the Order and estimated date of shipment.

## **4. Price and shipping costs**

**4.1** The prices of Logika Control Products published in the various sections of the Website are without VAT. Logika Control reserves the right to change at any time the prices of Logika Control Products that are mentioned on the Website. Any changes to the prices will not, however, be effective against Customers who have already received a definitive order confirmation.

## **5. Payment and delivery**

**5.1.** The Customer will pay in full the price of the Logika Control Products ordered, at the same time as the Order is submitted. In case of non-acceptance of the Order, Logika Control will promptly repay to Customer the amounts already paid.

Logika Control may, at its full discretion, offer different payment methods such as, for example, credit card (Visa, MasterCard) or bank transfer. The Customer will be required to indicate the payment method, among those proposed by Logika Control, which he intends to use.

**5.2.** Invoices will be issued exclusively in electronic format.

**5.3.** For deliveries, Logika Control will use forwarders selected by the same Logika Control and will send the items as soon as possible or, in case of payment via bank transfer, within 5 (five) working days after receipt of payment.

**5.4.** Logika Control will not be responsible for missed or delayed delivery if it has promptly informed the Customer about unavailability of the Products.

**5.5.** Logika Control will not be responsible for missed or delayed delivery due to events out of its control, such as strikes, public authority measures, rationing or shortages of energy or raw materials, transportation difficulties, fires, floods, damages to industrial machinery not dependent on Logika Control. It will promptly inform the Customer of the occurrence and finish of these events. In case of persistence for a period exceeding 30 (thirty) days, each part will be entitled to withdraw from the Agreement. In the event of a withdrawal under this Section 5.5, the Customer shall not be entitled to any compensation or refund, but he will be repaid of any amount already paid for Logika Control Products, within 30 (thirty) days from order confirmation.

## **6. Warranty and handling of complaints**

**6.1** Logika Control guarantees the Customer that the Products are free from manufacturing or design faults that might render them unsuitable for the use stated by the Customer. In order to take full advantage of this guarantee, the Customer must claim against the detected faults informing Logika Control in writing within 8 (eight) days from their discovery, also sending any possible available information and documents and/or the notification of any assignee.

**6.2** Logika Control also guarantees the proper functioning and the quality of the Products and their conformity to the Order. In order to take full advantage of this guarantee, the Customer must claim against the detected faults informing Logika Control in writing within 30 (thirty) days from their discovery, also sending any possible available information and documents and/or the notification of any assignee.

**6.3** Logika Control will be exempt from the guarantees provided in the two previous points in the event of the failure of the Customer (or his assignee) to observe the recommendations and instructions for use indicated in the technical documentation supplied by Logika Control and/or in the event of misuse of the Products and/or in the event of modification or alteration or tampering to the Products by anyone after delivery.

**6.4** The action to enforce the guarantees provided in points 6.1 and 6.2 will expire 24 (twenty-four) months after the delivery date of the Product indicated in the relevant delivery documentation.

**6.5** The guarantee is limited to the replacement and/or repair of the Products that are recognised as defective by Logika Control, carried out only at the main office of Logika Control. The Customer will inform Logika Control of any possible claim or action made against the same Customer by his clients or by third parties, regarding a delivered product, not later than 8 (eight) days after he has been made aware of such situation. The Customer and/or his assignee has no right to claim for any damages, whether direct or indirect.

**6.6** Even in the event of a claim against faults, the Customer is obliged to complete payment as per the Order confirmation of Logika Control.

**6.7.** For any request relative to material back shipment, Logika Control invites the Customer to apply to the Customer Service, that can be contacted as follows:

**Logika Control srl** – Via G. Garibaldi, 83/A – I – 20834 Nova Milanese (MB)

Tel. +39.0362.37001 E-mail: [info@logikacontrol.it](mailto:info@logikacontrol.it).

## **7. Data protection**

**7.1** Logika Control reserves the right to retain the data of each Order as well as the Customer's contact details only for the purposes of the Order's proper execution (including the transmission to the trading partners involved in payment management, in execution of the Order 'Order and / or Shipping of the Item. The retention and processing of data will be in accordance with the content of the information regarding the protection and use of personal data by Logika Control (privacy statement).

## **8. Modification of the General Sales Conditions**

**8.1** At any change to these GSC's, Logika Control will promptly publish the modified GSC's on the Website. The amended GSC's will become an integral part of the new Agreements, which will be made from the first Order submitted by Customers as a result of their publication on the Website. In case of Orders already submitted before such communication, the previous version of the GSC's will apply.

## **9. Jurisdiction and applicable law.**

**9.1** All disputes arising from the interpretation, execution, validity or termination of these GSC's and individual Purchase Agreements, even for international sales, will fall under the exclusive jurisdiction of the Court of Monza (MI).

**9.2** The applicable law to the Agreement, even for international sales, is Italian law.

**9.3** For any request, Logika Control invites the Customer to apply to the Customer Service, that can be contacted as follows:

**Logika Control srl** – Via G. Garibaldi, 83/A – I – 20834 Nova Milanese (MB)

Tel. +39.0362.37001 E-mail: [info@logikacontrol.it](mailto:info@logikacontrol.it).

Nova Milanese, April 4th 2018