

Terms and conditions for the use of e-shop and e-commerce service of the website www.regalux.it
This is a courtesy translation. Only the Italian version is authentic.

1 – Scope and definitions

- 1.1 These terms and conditions and the website designates with “REGALUX” or “Regalux” the firm Rega Lux S.r.l. (P.IVA 00748260155) with legal siege in Via San Basilio 31, 20125 Milano, Italy.*
- 1.2 These terms and conditions are applicable exclusively to contracts remotely concluded by a customer (“the client”) making use of the website www.regalux.it and purchasing products via the e-commerce service, where products are sold and shipped by REGALUX; all offers or agreements between Regalux and the customer via the e-commerce service on its website*
- 1.3 These terms and conditions prevail on any applicable conditions of the client.*
- 1.4 By placing an order or effecting a purchase, the client accepts to be bound by these terms and conditions and declares to have read and understood them.*
- 1.5 In these terms and conditions “in writing” means any communication means different from verbal means (i.e. not by voice).*

2 - Agreement

- 2.1 The contract/agreement between REGALUX and a client is perfected by REGALUX only in writing. It is only perfected once REGALUX receives full payment from the client.*
- 2.2 REGALUX confirms the receipt of an order by the client. REGALUX can cancel the agreement at any time before receiving the payment.*
- 2.3 The client providing personal data such as name, address, contact details in relation to the commercial relationship or the conclusion of the contract guarantees that they are correct, complete and updated. The client shall communicate to REGALUX immediately any mistake or error in the data transmitted, with special reference to the data connected with the payment.*
- 2.4 The agreement is perfected at the condition that the products object of the order are available to REGALUX. If a part or all the products ordered are not available, REGALUX will contact the client timely to agree on the sale terms and conditions or to terminate the contract.*
- 2.5 All products remain the property of di REGALUX until full payment receipt from the client.*
- 2.6 REGALUX reserves the rights to charge damages to the client in case of adverse effects stemming from negligence or lack of fulfilment of contractual obligations by the client.*
- 2.7 In case third party take ownership of products with reserved property rights, or intend to exercise rights on them the client shall inform REGALUX immediately.*

3 – Price and payment

- 3.1 Price are displayed net of VAT and are expressed in Euro, unless otherwise specified.*
- 3.2 Prices and data are subjects to typos and involuntary mistakes in writing. Only prices which display evident mistakes and are not commensurate to the actual market value of a good are to be considered inapplicable, and make the agreement between REGALUX and the client void.*
- 3.3 Prices to not include shipping cost, which are indicated separately. Currency conversion, FX costs and custom duties and fees are entirely born by the client.*
- 3.4 Payment (except if by means of bank transfer) shall occur via the website and at the moment an order is placed. Payment by bank transfer needs to be initiated within 3 days from placing the order, on the bank account indicated by REGALUX, and with the order number and the name of the client (as communicated to REGALUX in the order) reported in the object of the transfer. REGALUX is by no means responsible or liable to execute agreements connected to bank transfers with object which is incomplete or erroneous, or in connection to an erroneous payment amount by the client.*
- 3.5 The order needs to be paid in full by the client, for the agreement to be valid. In case of delay of payment, REGALUX reserves the right to cancel the agreement and interrupt any further delivery.*
- 3.6 The client can request to REGALUX personalized quote for large amount of products bought, using the means made available by REGALUX. The request of a quote does not oblige REGALUX in any respect to conclude an agreement.*
- 3.7 All complaints or objections to a quote, an order amount or an invoice do not entail the obligation upon REGALUX to return the payments received from the client. The clients shall inform REGALUX of any error occurred regarding the data and amount of the payment.*

4- Availability and delivery

- 4.1 REGALUX is committed to process all orders with care. Delivery times indicated in quotes, offers, confirmation orders*

or otherwise in the website are indicative only, and give no rights to the client. Unforeseen circumstances or delays by third parties may delay production and/or delivery to the client.

4.2 The address for delivery is specified by the client in the website.

4.3 Any additional cost incurred by REGALUX will be communicated by REGALUX to the client and is due to REGALUX as a condition for the validity of the order.

4.4 REGALUX reserves the right to effect partial deliveries which can be object of separate invoices to the client.

4.5 In the case that an order cannot be satisfied, entirely or in part, the client is informed timely by REGALUX. Before REGALUX ships the goods, the client can cancel the agreement with no penalty for the part of the products that cannot be delivered by REGALUX if applicable. Goods earmarked for delivery are instead bound to be paid by the client. Orders related to customized products or products with specific characteristics that entailed that REGALUX ordered from third parties for an amount higher than Euro 100,00 for the sole purpose to satisfy the order of the client cannot be canceled.

4.6 If the quantities ordered are higher than those available REGALUX will contact the client to agree modification or cancellation of the order.

4.7 In case of difficulties, exceptional circumstances or unforeseen events that cause REGALUX inability to deliver on the contract (including technical or commercial causes) REGALUX reserves the right to cancel the contract unilaterally and give back the payment to the client with no obligation to prove the nature of the circumstances that cause its inability to deliver. The obligation by the client to pay the part of the order that REGALUX can satisfy remains. The client has no right of compensation, damages, interests or reimbursement (other than as specified above in this article) in connection with these events.

4.8 Any quote or offer by REGALUX is only valid at the point in time when it is formulated and for the client to which it is formulate (in the case of personalized quotes). The same client or other clients cannot consider it valid or refer to it in the occasion of other requests for quote or commercial intercourse or agreements.

4.9 In case of cancellation or suppression of the contract, money received in connection with goods that REGALUX is unable to deliver are reimbursed immediately by REGALUX. The client has no right to compensation for any damage.

4.10 REGALUX is responsible for risks linked to products safety and conditions until goods departure from the factory.

4.10 If the client refuses products or services offered by REGALUX and object of an agreement, REGALUX has the rights to receive back the said products.

5 - Returns

5.1 All images of products and their characteristics, size and informations reported in the website are indicative only. The products deliver may differ on these respects while complying with main technical characteristics. This does not impede to the products to satisfy the contractual requisites.

5.2 Sales executed for private persons (i.e. different from business of any nature or other juridical persons) can be returned within 14 days from the date of receipt of the product. In case the client does not check the products within the 14 days from the receipt, the delivery is understood as accepted.

5.3 The return cannot be admitted in case the product has been used or damaged by the client. Resales are not allowed.

5.4 Potential defects in a part of the products delivered do not give right to the client to refuse or not to pay products that do not present defects, in either the same or different orders. Art. 5.2 applies.

5.5 Products provided by REGALUX upon specific clients' request cannot be returned in any case.

5.6 Products need to be returned in the original package, with no damage and no damaged packaging (including accessories and related documentation), with original protective material et cetera. Expenses linked to returns shipping are to be paid by the client.

5.7 During the period where returns are possible, the client has to handle all products and packaging with care. The client shall open the packaging to the extent necessary for him/her to decide whether he/she wishes to keep the product or not.

5.8 The right to return goods which is reserved to private persons (i.e. consumers) is not applicable to other clients (including business clients).

6. Compliance

6.1 REGALUX guarantees, according to applicable law, that products delivered satisfy legal requirements on usability and safety, as reasonably understood between contractual counterparties. REGALUX is by no means liable for damage, malfunctioning or lack of functioning of own products or third-party products deriving from incorrect use (also including temporary, partial use or at the stage of testing by the client). When, if applicable, guarantee expires, costs linked to reparation, adjustment or substitution of the products are at the full charge of the clients. No guarantee is applicable all other conditions notwithstanding, if: products shipped have been exposed to abnormal or unsuitable conditions; the product is subject to normal wear-and-tear or deterioration; the client has not used the product in a correct, prudent and careful way; products have been handled or employed in a different way from the way indicated by REGALUX, by the product

instructions, manual or datasheet or in a way that would be unreasonable to a person with an average degree of expertise in the matters; the client has not requested to REGALUX, to REGALUX judgment, sufficiently detailed information related to the technical use of the product, or has not provided sufficient and sufficiently clear information regarding the use and destination of the product; the client or third parties have modified or repaired the product or part of it; exceptional circumstances going beyond the control of REGALUX have occurred, such as exceptional meteorological conditions or damages during the shipping.

6.2 The client is bound to inspection the products received. In the case In the case one or more products do not correspond by essential characteristics or number of units to what is defined in the contract, the client (before proceeding to the return of products) shall inform REGALUX in writing as soon as possible and within 7 days from the date of receipt of the products.

6.3 Besides art. 5.1 and 6.1, in the case the product delivered do not satisfy the agreement, REGALUX will substitute or repair the products without expenses for the client, or reimburse the amount paid by the client.

6.4 In case complaints presented by the clients are found not to be well-founded, the client shall reimburse REGALUX for the cost incurred in analyzing the causes of the complaints.

7 - Responsibilities

7.1 REGALUX will not accept any responsibilities for damages except in case of willful misconduct or gross negligence.

7.2 REGALUX responsibilities and the amount of the reimbursement due are limited to the invoice amount related to the products in question. In case of insurance, the reimbursement amount will never be higher than the amount paid by the insurance company.

7.3 Any responsibility is only applicable to direct damages. REGALUX is not responsible for any indirect damage, including among others, damages caused by direct damages, compensations for profit loss or costs for analysis of the cause and entity of the damage.

7.4 REGALUX is not responsible for damages caused by erroneous information or incomplete information provided by the client. In this case REGALUX is not bound to replace (even partially) the products or reimburse the amount paid for them by the client.

7.5 REGALUX is not responsible of any material that third parties may potentially publish on its own website.

7.6 In case of consumer clients, all responsibilities of REGALUX are inapplicable in the absence of recourse of the client within 14 days from the delivery of the products and in case the client does not inform REGALUX of potential deficiencies related to the products. For all other clients the terms are reduced to 7 days.

8 – Intellectual property

8.1 No client is allowed to publish or reproduce any part of the website or any feature or part of REGALUX products, nor any data or information that are not made public by REGALUX and that are connected to it, except in the case of explicit written consent by REGALUX.

8.2 All intellectual property rights, including copyrights, database, texts, images, symbols, logos, pictures and illustrations on the website, the layout and design of the website are property of REGALUX. The client shall not breach such property rights and is not authorized to copy part or all our website.

9 – Confidential data and information

9.1 Both parties commit to keep all confidential information exchanged within the use of the website or in connection to the use of the website, unless otherwise specified.

9.2 Information connected to REGALUX are confidential unless otherwise designated by REGALUX or published on the website.

9.3 When REGALUX handles information in connection to general regulations on data protection as applicable, REGALUX make itself responsible for protection of confidential and personal data needed for the correct and complete execution of the agreement; such data are handled with care as prescribed by the applicable regulation; data are used and kept with the sole purpose to offer adequate services, and in any case no longer than allowed by the law; REGALUX commits to adopt all reasonable measures to ensure an adequate level of security of personal data.

9.4 In case the client intends to exercise its rights connected to data protection as per applicable European law, he/she shall write to info@regalux.it. REGALUX will consider this request within the timeframe mandated by law.

10 –Law, jurisdiction and competence

10.1 Only Italian law are applicable to all agreements in scope, and the only competent Court in case of controversies is the Milan Court (Foro di Milano). The client accepts this clause expressly and automatically with his/her conclusion of the agreement.

10.2 *Errors, modification or cancellations in any part of this terms and conditions do not have any effect on the rest of the terms and conditions nor render them void*

10.3 *REGALUX reserves the right to modify these terms and conditions without previous notice. REGALUX shall publish modifications or modified terms and conditions on the website or via other communication means.*

Appendix: Information needed to exercise the right of return by consumer clients:

- *Name and Surname*
- *Complete address*
- *Telephone*
- *Date of receipt and date of request*
- *Code REGALUX of returned products, product description (as per the website) and quantity*
- *Order number, copy of invoice, copy of receipt from the delivery company*
- *Reason for return (optional)*
- *Signature in case the request is submitted in by letter or fax*