

## GENERAL CONDITIONS OF SALE

### 1) Issue of orders from potential buyers.

The Order related to products sold in our online shop [www.MYOR.eu](http://www.MYOR.eu) and marketed by Stael Srl (hereinafter referred to as "Seller") is made after consultation by the Purchaser of the characteristics of the products, assembly instructions and use and price lists, which show all the technical characteristics of each product and any other data that the Purchaser explicitly recognizes as being suitable for the exact identification of the identity and quality of the product purchased and sold.

### 2) Confirmation of the order.

Upon receipt of the order, made by mail or via website [www.myor.eu](http://www.myor.eu), the Seller will confirm any acceptance by sending an order confirmation or delivering the goods pursuant to art. 1327 c.c.

### 3) Execution of the order.

The confirmed order is executed by the Seller only under the conditions reported here, which are specifically approved by the purchaser with the subscription at the bottom of all the articles or the confirmation in the appropriate box on the order form on the website [www.MYOR.eu](http://www.MYOR.eu).

### 4) Terms of delivery of the goods.

The terms of delivery, even if reported in our order confirmation, are always understood as "unforeseen" not dependent on our will, and are merely indicative. Stock availability must always be understood as "except for sold" conditions. Any delays in delivery will not give rise to any resolution or damage claims by the purchaser.

### 5) Terms of return of the goods.

Except in the case of a different written agreement, the return of the goods is always appropriate ex-seller. The Vendor company is not liable for partial or total losses or for damages occurring after the withdrawal as specified above. From the communication of preparation of the supply, the goods are considered to be lying at full risk and danger by the customer / purchaser and therefore from that moment all risks are burdened by it.

### 6) Guarantee.

In compliance with the law, the Seller applies the guarantee provided for in article 132 of the Consumer Code, which lasts 24 months. This guarantee is for Consumers only (ie, pursuant to Article 3 of the Consumer Code, "natural persons acting for purposes unrelated to any business, commercial, craft or professional activity carried out"). The guarantee provided for by Article 1495 of the Civil Code, which lasts 12 months, is the responsibility of all professional operators with a VAT number.

The guarantee becomes effective starting from the date of purchase (or from the delivery date, if it occurs later). In order to authorize any warranty intervention, it is necessary to provide the product model and the serial number of the same and a proof of purchase or delivery. These documents are an essential element to be able to make use of the guarantee applied to our products. Verify that the product is covered by the guarantee terms for ascertainable defects.

The warranty applies only to the repair or free replacement of the defective goods upon return of the same to the Seller, under care and expense of the purchaser, provided that the products are not tampered with, repaired by third parties or used not in accordance with the Seller's employment policy or the defect / defect does not derive from natural attrition or damage in transport.

Provided that the claim is protected by the warranty and notified within the terms and in the manner provided for in these general conditions of sale, the Seller undertakes to replace / repair, at its discretion, each product or the parts of the product that present the faults / defects. The defects must be ascertained at the Seller's plant and the return of the defective goods will be final only if the defect has been found to exist. Until such time the goods will be entrusted exclusively to the Seller.

No rights other than those identified with these general conditions of sale will be the responsibility of the Purchaser, including rights to compensation for damages and reimbursement of costs of any kind. The legal guarantees do not apply in the repair of any damage deriving from a cause external to the device (for example accidents, impacts resulting from a wrong operation, use not conforming to the manufacturer's specifications regarding the installation, correct use and operation of the device, the use of cables with breaking loads exceeding 1000 Kg for connecting the MYOR system to the boat, tampering / disassembly / modifications, incorrect use and abuse not in compliance with the instructions given in the instruction manual, use of improper accessories and not original, use of non-original spare parts, lack of ordinary and / or improper maintenance.

The normal use and therefore the consequent deterioration of the product is not subject to warranty. For this reason, we recommend reading the instruction manual included in each of our products. If, as a result of intervention by our service staff, the defect should not result in a lack of conformity pursuant to Decree 24/02, the Purchaser will be charged for any costs of verification and restoration.

The guarantee is managed directly at our plant. The costs and responsibility of the return shipments are to be paid by the Purchaser. To assert your warranty, you must send the product with packaging suitable for carriage free our STAEL headquarters, located in Via Mameli 57 - 20852 Villasanta (MB) ITALY within 10 working days before the expiration date of the warranty and only after have requested authorization to return to the e-mail address [info@myor.eu](mailto:info@myor.eu).

The Seller is entitled, after a careful check and physical verification of the Bar Codes and Serial Numbers and the conditions of the material, to reject it, at your expense, in case it is not purchased in STAEL S.r.l.

The warranty automatically expires in case of improper use or tampering with the material. The replacement of the product will take place as soon as possible and in case of unavailability of the product you will be offered a similar product. This warranty only refers to the replacement of non-compliant elements that present defects of origin and does not in any case cover personal damage that may arise, directly or indirectly, from their failure during use. In the event of a maneuvering accident, regardless of who causes it, the Seller's warranty will be forfeited.

In accordance with the terms of this Warranty, during the validity period of the same, the Seller will be able to repair any non-conformity present in the products or replace them for free (excluding transport costs, removal, installation of the product and / or any other ancillary costs) within a reasonable period of time. The spare parts or the replacement product, which must be identical or functionally equivalent to the replaced one, may be new or regenerated, in such a way as to have the same qualities as new ones. The warranty period in relation to the repaired or replaced products will be equal to the remaining period of the Warranty Period for the original product.

In case of replacement / repair during the warranty period, the warranty period remains unchanged, ie it always runs from the date of purchase of the asset originally covered by the warranty.

The Purchaser must keep the purchased product in good condition, in accordance with the instructions and recommendations included in the instruction manual, with the Vendor's right to refuse warranty claims directly arising from a defect in product maintenance from the Purchaser. The guarantee can not be applied in any case to breakages or defects deriving from the negligent use of the product, from assembly not compliant with the attached instructions or use of non-original accessories other than those supplied or installed in the factory, handling or maintenance operations inadequate by the Purchaser or third parties in his name.

This guarantee does not under any circumstances cover the usual wear and tear of the perishable elements of the product. These elements subject to wear are indicated in this list, by way of enunciation and in no case limitative: float not cleaned by marine vegetation (algae, shells, etc.), hooking mechanism not adequately lubricated according to the instruction manual, connection cables boat not replaced if worn or with breaking loads different from those foreseen (max 1000 Kg), connections to the jetty or to the buoy different from those indicated or made with defective or worn materials etc.

## 7) Complaints.

Any complaint must, under penalty of forfeiture, be sent to us in writing within the term of 8 days from receipt of the goods by means of R.R. advance by e-mail to [info@myor.eu](mailto:info@myor.eu) containing the related reasons.

In the event of damage, shortage or damage visible at the time of delivery, the Buyer is obliged to provide the carrier with the appropriate reservations upon receipt. In any case, the goods can not be tampered with or used until the complaint is settled.

In case of ascertaining the existence of the complaints, the buyer can not claim from the Seller that the return of the net price paid for the purchase of the products bought and sold. Under no circumstances may the Seller be held responsible for any additional expenses that may have been incurred by the Purchaser or third parties for installations, transformations and assemblies carried out with the products bought and sold, as well as any direct and indirect economic losses that may be claimed to have sustained respect to them.

#### 8) Partial execution

It is in the faculty of the Seller to even partially execute the order, even if the same has been fully confirmed. In this case the buyer has the right to cancel the part of the order that has not been executed. The cancellation must be communicated in writing, by registered letter R.R. within 8 days from the partial delivery and becomes operative when it reaches the Seller. In any case, the return of products relating to the part of the order already executed is expressly excluded.

#### 9) Payment conditions.

The Purchaser must make payment of the agreed price upon receipt of the order confirmation by the Seller, unless otherwise agreed in writing. Failure to pay within the agreed term will allow the Seller, without further notice and without prejudice to any other right, to cancel the order in addition to any discount

#### 10) Product features.

In addition to the provisions of art. 1 of these conditions the Purchaser declares to have examined and to know exactly the technical characteristics of the products object of the order and to have previously assessed the conformity and suitability of the material ordered for use and use that will be done, either directly or through subsequent processing or assembly, and in any case in all conditions in which the purchased products will be used. The Purchaser also declares that he is aware of the risks resulting from the use of the products purchased and sold, directly connected to the chemical, physical and product characteristics of the same.

#### 11) Transformation by the Purchaser and use by third parties.

The buyer expressly acknowledges that the Seller will be and will remain unaware of the relationship between the Purchaser and any subsequent users of the products, whether these are subjected to subsequent processing and handling by the Purchaser, exempting the Seller from any liability to with regard to the direct use by third parties of products supplied by the same and renouncing from now on to claim against the Vendor in the event of exercise by third parties of the action provided for by art. 1492 c.c.

#### 12) Damage to third parties.

The buyer expressly exonerates the seller from any liability, whether by contract or extra-contractual, in any case due to damage caused to third parties by alleged defects in the thing sold and undertakes to relieve it from any third party claims.

#### 13) Non-observance of instructions.

Failure by the Purchaser or third parties to comply with the instructions for use indicated in the manuals enclosed with the products or deducible from the relative technical data sheets exempts the Seller from any responsibility for the consequences deriving therefrom.

The Seller is in any case exonerated from any responsibility if his products, on the part of the Purchaser or third parties, are used in uses other than those indicated in the manuals or cards above.

#### 14) Faculty of the Seller.

In case of delay in payment by the Purchaser, the Seller will still have the right, at his option, to cancel and not execute the eventual residual supply of the order or to request the advance payment of any future delivery of the order. It is strictly excluded any hypothesis of compensation with the claims of the Seller for unpaid supplies.

15) Place of jurisdiction.

For any dispute arising during the interpretation or execution, or anyway depending on any reason of the contract of sale will be exclusively competent the Court of Monza.

16) Changes and additions.

Any exception, modification or integration to the present general conditions must be explicitly approved in writing by the parties under penalty of nullity.

Pursuant to and for the purposes of Articles 1341 and 1342 of the civil code, the purchaser specifically and expressly approves the following clauses:

4 (Delivery delays - liability exclusion) 6 (Complaints - forfeiture)

6) Guarantee.

7) Complaints.

8 (Partial execution)

11 (Transformation - exemption from liability) 12 (Damage to third parties - exemption from liability)

13 (Non-observance of instructions - exoneration of responsibility)

14 (Delayed payment - cancellation of order balance)

15 (Competent Court)

#### RIGHT OF WITHDRAWAL

In accordance with the Consumer Protection Act, if the Purchaser is a consumer, or does not make the purchase by indicating in the order form a reference of VAT, he has the right to withdraw from the purchase contract for any reason within seven days, without needing to provide explanations.

The Purchaser must return the products without having ever used them, in perfect condition and in the original packaging.

Delivery must be made to STAEL warehouses, located in Via Mameli 57 - 20852 Villasanta (MB) ITALY.

As soon as we receive the returned material, we will proceed with its verification. In the event that the packaging has been damaged, that the product is returned incomplete or damaged or that it has been put in water and has therefore suffered damages due to the environment and vegetation, the amount of the transaction will be refunded less the cost for verification and replacement of all parts no longer equivalent to the new one.

To exercise this right, the Purchaser must send an explicit declaration by email to [info@myor.eu](mailto:info@myor.eu). Once we have received the notice of withdrawal, we will inform the Buyer the instructions on how to return the goods that must be received by STAEL s.r.l. within 14 days from the authorization to return.

Once we have received the aforementioned notice of withdrawal, our Customer Service will promptly inform you the instructions on how to return the goods that must be received without undue delay and in any case within 14 days from the day in which you have communicated your withdrawal from this contract.

The right of withdrawal is however subject to the following conditions:

1. The right of withdrawal applies to the product purchased in its entirety; it is not possible to exercise withdrawal only on part of the product.

2. the right does not apply to tailor-made products, products constructed to the Purchaser's technical specifications, clearly personalized products.

3. The purchased good must be intact and returned in the original packaging, complete in all its parts, including packaging and any documentation and accessory equipment: manuals, etc .. On the neck must be indicated, clearly visible, the Return Number provided from STAEL srl

4. To limit damage to the original packaging, we recommend that you provide adequate packaging. In case of damage to the goods during transport, the Seller will inform the Purchaser of the event (within 5 working days of receipt of the goods in their warehouses), to allow him to promptly report his complaint to the courier chosen by him and obtain the reimbursement of the value of the asset (if insured); in this case, the product will be made available to the Purchaser for his return, simultaneously canceling the request for withdrawal.

5. Upon arrival at the warehouse, the product will be examined to assess any damage or tampering not caused by transport. If the packaging and / or the original packaging are damaged, the Seller will deduct from the refund the amount of the costs of restoration of the product.

6. If the Purchaser withdraws from this contract, all payments made to us will be reimbursed, using the same means of payment used by the Purchaser for the initial transaction, unless this has expressly agreed otherwise.

7. If the returned items show damage or signs of wear resulting from manipulation not necessary to establish the nature, characteristics and functioning of the same, the Seller can withhold from the refund an amount corresponding to their decrease in value.

We remind you that in case of withdrawal, the costs for returning the item (eg shipping and packing) will be charged to the Purchaser.

Withdrawal form Type

Stael srl

Via G. Mameli 57/59

20852 Villasanta (MB) Italy

Tel. +39 039 2050104 +39 039 2055056

E-mail: info@myor.eu

Herewith I / we \* notify the withdrawal from my / our \* contract of sale of the following goods / services \*:

\_\_\_\_\_

Order number:

\_\_\_\_\_

Ordered \_\_\_\_\_, / Received \_\_\_\_\_

Address of the consumer (s)

\_\_\_\_\_

Signature of the consumer (s) (only if this form is served on paper)

Date

(\*) delete the wording useless