

Sales and Refund Terms and Conditions

Thank you for choosing Alientech S.r.l. online Store for your purchases.

As with any shopping experience, there are terms and conditions that apply to transactions at our online Store. If you purchase a product via the Alientech online Store, these Terms and Conditions apply to the sales agreement between you and Alientech S.r.l.

We invite you to read carefully these Sales and Refund Terms and Conditions before proceeding with any purchase. By making any purchase, you fully accept these Sales and Refund Terms and Conditions.

Article 1: Field of application

These Sales and Refund Terms and Conditions (hereinafter the "**Terms and Conditions**") govern the sale of products marketed by Alientech S.r.l. through its online Stores www.alientech-shop.com and <https://en.alientech-academy.com/>.

For the purposes of these Terms and Conditions, you will be considered:

- A "Consumer (private citizen)" if you purchase our products and services as a non-professional operator (i.e. B2C) **and will use Alientech's tools and software for private and hobby purposes and not in relation to your usual work activity.**
- A "Professional User (company)" if you purchase our products and services as a professional operator (i.e. B2B) **and will use Alientech's tools and software for professional purposes in relation to your usual work activity.**

If you reside in Italy or in a member state of the European Union, you will be considered "**Professional User**" if you provide us with a valid VAT number. When ordering, you will be asked to indicate which category you belong.

Article 2: General Information

All purchase contracts concluded through the online shops "www.alientech-shop.com" and "<https://en.alientech-academy.com/>", following the procedures herein stated, will be governed by these Terms and Conditions, which form an integral and substantial part of the contract.

These Terms and Conditions are translated from Italian for local requirements only: in the event of a dispute between the Italian and any non-Italian versions, the Italian version of this agreement shall prevail.

The version of the Terms and Conditions in force at the time you place your order will govern the sales agreement. You can download a copy of these Terms and Conditions at the following link: <https://www.alientech-tools.com/legal/>.

We invite you to save and retain a copy of these Terms and Conditions for future reference.

Alientech S.r.l. reserves the right to change the sales terms and conditions at any time, especially in consideration of any domestic or international regulatory changes, updating the Sales Terms and Conditions. The new Sales Terms and Conditions will be effective from the publication date on our online Shop. We advise users to always read the latest published version of the Sales Terms and Conditions before shopping.

All sales are regulated exclusively by Italian law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980 is expressly excluded.

Article 3: *Subject of the agreement*

Subject of these Terms and Conditions is the sale of a Product: either goods or a service, complete with its own packaging and any accessory parts, identified by an article code, as made available on our online Store.

The description of products and services on our online Shop, with indication of characteristics and prices, constitutes an offer to the public.

The sale is considered completed when you have made the payment of the order submitted via the Electronic Cart of our online Shop. "Electronic Cart" is the electronic procedure through which you can verify your order and proceed with the purchase of the Product and its payment.

Article 4: *Order, Order Acknowledgement, and Order Acceptance*

In order to make purchases, you need to register on the online Store.

The purchase order of the products shown on our Online Shop is forwarded through the procedure called "Electronic Cart", by choosing the single products to be purchased and providing the required information and is complete when you click on the "**submit order and pay**" button. Only at this moment the purchase of the Products is considered concluded.

Acceptance of these Terms and Conditions and consent to the processing of personal data according to our Privacy Policy are mandatory for the conclusion of the purchase procedure.

We will consider the order received when we receive on our servers the message sent through the Electronic Cart. In the event that the ordered Product is not available we will give you immediate notice, so that you can choose whether to purchase a different product or request a refund of the amount paid.

We will send you an order confirmation email ("Your Alientech Shop Order Receipt"), containing a summary of the Products requested, a detailed indication of the price, the selected payment solution, shipping fees and applicable taxes, the total amount of the order and the link referring to these Terms and Conditions. The order confirmation email will also contain a progressive Order Number which you will have to use for any communication, request or issue.

If for whatever reason the payment cannot be finalized, you will receive the order confirmation email with instructions to complete the balance of your order. No goods purchased will be sent to you, nor will any service be lent to you until payment has been properly executed and has been

proved successful. After 10 days from the date of purchase without any payment being made, we can declare the contract terminated and cancel the order due to non-fulfillment by the buyer.

If, for any reason, it is not possible to finalize your order, you will be contacted by our sales department at the email address provided when placing the order.

As of now, once the submission procedure has been finalized and concluded through the electronic cart, you cannot change or cancel an order before receiving the goods, without prejudice to your withdrawal right stated in article 10 (ten) below.

Article 5: Prices

All prices shown on our Online Shop **are excluding VAT tax rate** applicable for your country and expressed in Euros.

If you reside in a member country of the European Union and you are registered in the VIES (*Vat Information Exchange System*) register of your country of residence, VAT tax rate for your country will not be charged.

Any additional charges related to shipping costs, insurance, taxes and fees will be automatically added according to the country of delivery and specified on the summary page of the order within the Electronic Cart before the purchase is complete.

Alientech S.r.l. reserves the right to change prices for products displayed on its Online Store at any time and to correct pricing errors that may inadvertently occur.

Article 6: Shipping, delivery and delivery terms

Alientech S.r.l. makes every reasonable effort to send you the ordered goods as soon as possible and in any case no later than 5 working days from the confirmation that the payment was successful, except in cases of unforeseen circumstances or force majeure. In this case you will be immediately informed. If by 30 days from the date of receipt of the payment we were unable to send you the goods, you have the possibility to withdraw from the purchase with no penalty.

The service purchased will be provided within 24 hours from the date of receipt of the payment, if you expressly agree to the provision of the service during the period of 14 days recognized for the exercise of the withdrawal right, otherwise it will be lent after the fifteenth day from the verification that the payment was successful.

After shipping the order, you will be e-mailed the shipping notification. We recommend that you print or save a copy of the shipping notification received.

Waiting times are to be considered in working days (from Monday to Friday) and do not include holidays and festivities.

To guarantee the security of your purchase, after we shipped your order it will not be possible to forward it to a different address than the one you indicated when placing the order.

We do not ship to PO boxes.

Your order will be shipped when all the requested products will be available for a single shipment.

The goods will be sent by a carrier chosen by Alientech S.r.l.

Once outside our facilities, the actual delivery of the order can be influenced by several factors that are beyond the control of Alientech S.r.l.

Since Alientech S.r.l. takes care of the dispatch of the products you purchased on our online Shop, the risk of loss of, or damage to, product(s) shall pass to you when you, or a person designated by you, acquire physical possession of the product(s).

Article 7: *Receipt of goods and transfer of risk*

Upon receipt of the goods to the delivery address provided in the order, you must check what has been received, verify the integrity of the packages, and the quantitative and qualitative correspondence with what is indicated in the accompanying document.

In case of any problems, you will have to accept the delivery with "Specified Reserve", detailing on the shipping document the discrepancies and / or non-conformities detected.

You will also have to report to Alientech S.r.l. these discrepancies and / or non-conformities within 24 hours, accompanying, where possible, your report with photos and everything necessary to demonstrate the discordant content.

Any prejudicial consequence deriving from your non-fulfillment of the foregoing provisions will remain your responsibility.

The risks of breakage and / or deterioration of the Products pass to you at the delivery of the goods at the address you provided when placing the order.

Alientech S.r.l. will not be liable for delays, errors or omissions in the delivery due to your mistake or non-fulfillment of the carrier.

Article 8: *Customs*

Orders shipped outside of Italy may be subject to import taxes, customs duties and fees which are levied once a delivery reaches your destination country. Any additional charges for customs clearance must be fulfilled by the recipient. Alientech S.r.l. has no control over these charges, nor can Alientech S.r.l. predict what they may be. Customs policies vary widely from country to country; you should contact your local customs office for further information. Please also keep in mind that when you place orders on our Online Shop, you are considered as an importer and are therefore required to comply with all the legislation and regulations of the country where you will receive the goods. We would like our international customers to be aware that cross border shipments may be subject to opening and inspection by customs authorities.

Article 9: Payment and invoicing

You can pay for your purchases by credit card (Visa or Mastercard), bank transfer and PayPal. You can choose only one method of payment per order.

If you choose to pay by bank transfer, the data needed to make the payment will be indicated upon completion of the order. When you make the bank transfer you must indicate the order number provided in the order confirmation email. After 10 days from the date of receipt of the aforementioned email, Alientech S.r.l. can declare the contract terminated and cancel the order due to non-fulfillment by the buyer.

If you choose to pay with a credit card, your credit card information will be encrypted during transmission and managed directly from the selected payment platform: Alientech S.r.l. will not see them even pass and no data relating to your credit card will be stored on our servers.

We will process your order upon successful payment only.

If you order from Spain or France, the payments will be redirected to our branches in the territory, respectively Alientech Iberica SLU for Spain and SAS Alientech France for France.

Likewise, invoices will be issued by the concerned branch.

You agree to receive invoices in electronic form. These documents will be sent to you in PDF format to the email address you provided when placing the order in the Electronic Cart. The invoice will be drafted according to the information you have provided when placing the order.

Article 10: Right of withdrawal

You have the right to withdraw from the contract only if you purchase our products and services as a "**Consumer**", as provided in Article 1. "Field of application".

If you purchase our products and services as a "**Professional User**", the right of withdrawal does not apply to you.

Without prejudice to the exceptions stated below, you have the right to withdraw from the order, without giving any reasons, **within 14 days from the date of delivery of the goods ordered or from the conclusion of the contract** (for example contracts for the provision of services), as provided for by Italian Legislative Decree 206/05 (Consumer Code).

To exercise your right of withdrawal you must notify in writing, by email to the address infoservice@alientech.to or by registered letter to Alientech Srl, Via dei Cordari 1, 13019 Trino (VC) Italy, your intention to withdraw from the contract, using the appropriate withdrawal form available at <https://www.alientech-tools.com/legal/>.

In order to exercise your right of withdrawal, you have to notify us **before the expiry of the period of 14 days starting from the date of delivery of the goods or conclusion of the contract for the provision of services**, and to return the Product following the instructions provided herein, **otherwise entitlement to the refund shall be lost**. The costs related to the return of the goods are at your charge.

The returned Products must be delivered to the carrier **within 14 days from the date you received the written confirmation (by email or fax) of your return authorization request.**

The products must be returned to the billing branch, in accordance with Article 9 of these General Conditions, unless otherwise indicated.

We will refund you all payments received associated with the Product for which you have exercised the right of withdrawal, including shipping costs, **within 14 days from day when we received your notice of withdrawal.** Only the costs for returning the products purchased to Alientech remains at your charge. **However, Alientech S.r.l. may reserve the right to withhold the refund until the receipt of the returned goods or proof that they have been shipped, ACCOMPANIED BY THE PHOTOGRAPHIC DOCUMENTATION THAT CERTIFIES THE INTEGRITY OF THE GOODS, depending on which situation occurs first.**

The goods will be subjected to quality control, and the correct execution of the terms and conditions set out in this Article 10 will be verified.

If your order was shipped outside the EU, taxes and customs duties cannot be refund by Alientech S.r.l.: try to contact your local Customs Office, they may help you to recover those costs.

When there is no correspondence between the receiver of the products indicated in the order form and who made the payment of the amount due for their purchase, if you exercise the right of withdrawal Alientech S.r.l. will refund the amounts according to the methods indicated in the Withdrawal Form.

Unless prior written agreements, the right of withdrawal applies to the product as purchased and received; it is not possible to exercise withdrawal only on a part of the product purchased, i.e. the product must be returned with any included accessory equipment and its original packaging (suitcase).

Goods must be returned intact in their original case, complete in all their parts (including original suitcase/case, accessories and any documentation provided). In the event that such goods are damaged, we may offset the amount of your refund by the diminished value of the damaged product(s).

We will provide you with a refund based on the payment method indicated in the Withdrawal Form.

You will have to bear the direct costs for returning the products. You will be held responsible for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish their nature, integrity, conformity, characteristics and functioning. In this case Alientech S.r.l. may offset the amount of your refund by the amount of the diminished value of the goods. You are therefore required to store and keep with the utmost care and diligence the products for which you intend to exercise the right of withdrawal, keeping them intact together with their original packaging.

The Right of Withdrawal is totally lost, due to the lack of the essential condition of product integrity, if we ascertain one of the following:

- Lack of the original case of the product (suitcase) and its accessory equipment.

- Lack of included elements of the product (accessories, cables, parts, etc.) or anomalies of the product itself;
- Damages to the product.

The passage of the risk due to deterioration, destruction or loss of the goods passes to Alientech S.r.l. upon receipt of the product at our warehouse.

In case of damages to the goods during shipment, we will notify you of the event within 5 working days from the receipt of the goods at our warehouse, so to allow you to promptly file a complaint to the courier you chose.

Article 11: *Exceptions to the right of withdrawal*

The right of withdrawal does not apply for the following:

- Purchase of customized products.
- Purchase of services (for example: activation of protocols, renewal of subscriptions, credits for file downloads, etc.) after the complete provision of the service from Alientech S.r.l., if when **placing the order or providing the service** you have expressly consented to the execution of the service accepting the loss of the right of withdrawal following the full execution of the contract.
- Purchase of sealed computer software that was unsealed after delivery.
- Purchase of digital content through a non-material support if the **provision of the service** has begun with your express consent and acknowledgement that in this case you lose your right of withdrawal.

Article 12: *Complaints*

You can communicate any problem (delivery errors, mistakes or delays in delivery, conformity defects, etc.) via email at infoservice@alientech.to.

Article 13: *Warranty, content and limitations*

Possession of the invoice certifying the purchase is essential condition to assert a guarantee. Alientech S.r.l. therefore recommends that you print, keep or save a copy of the purchase invoice.

To know how to obtain warranty service, you can consult Alientech S.r.l. Legal section at <https://www.alientech-tools.com/legal/> or contact our Technical Support Service through the Ticket Portal.

For all our buyers, either **Consumers** or **Professional Users**, the legal guarantee for conformity defects is 24 months from the date of delivery of the Product.

You can choose to either have repaired or replaced free of charges the goods which have a proven lack of conformity, in the 24 months following the date of delivery, provided that **the defect is notified within 2 months from its discovery**, without charge in both cases, unless the requested remedy is objectively impossible or unduly burdensome compared to another remedy. If a repair or replacement is not possible, you may choose either to have the purchase price reduced or to cancel

the contract. In this case we will refund the amounts due with the same payment methods you have chosen when placing your order.

In any case, you are required to return the goods deemed non-compliant, which you must send at your care and expenses to our address, **within 10 days from the date of reporting of the defect** detected. The goods must be returned intact in their original packaging, complete in all their parts (including packaging, any documentation, and accessory equipment).

Without prejudice to your mandatory rights provided by the Consumer Code to have the conformity of the Product restored, you will be held responsible for the non-return or partial return, loss, damage or destruction of the Product for which you are making the complaint.

The passage of the risk due to deterioration, destruction or loss of the goods passes to Alientech S.r.l. upon receipt of the product at our warehouse.

In case of damages to the goods during shipment, we will notify you of the event within 5 working days from the receipt of the goods at our warehouse, so to allow you to promptly file a complaint to the courier you chose.

Alientech S.r.l. reserves the right to request a refund for any promotional discount applied on Products purchased together with the one damaged, when such discounts have been granted on the purchase of the Product that has been returned and whose price has been reimbursed.

Article 14: *Limitations of liability*

Alientech S.r.l. shall not be held liable for malfunctions, interruptions of service, performance degradation, whether these are due to force majeure or unforeseeable circumstances, when they are not directly attributable to Alientech.

Notwithstanding the event of intentional wrongdoing or gross negligence on Alientech S.r.l. part, with immediate effect it is agreed that, if Alientech liability for whatever reason is ascertained - including in case of total or partial non-fulfillment of our obligations as a result of the execution of an order - our liability cannot exceed the price of the Products you have purchased and for which the dispute arose, without prejudice to the provisions of the previous Article 13.

Responsibility for delays in delivery that are directly attributable to Alientech S.r.l. cannot exceed the amount of shipping costs borne by you.

Article 15: *Buyer's declaration of awareness*

You acknowledge that the use of the Products is limited to sports and not to be used on vehicles intended for public road, requires knowledge of their operations and compliance with the technical instructions provided in the operating manuals and user guides provided by Alientech Srl

You declare to be aware that the use of the Products to tune the operating parameters of a vehicle or part of it may make the vehicle not in line with the requirements and standards about circulation and emission, could void the warranty or the insurance coverage and that an incorrect use could irreversibly damage some electronic components of the vehicle.

You also declare to be aware that the use of products and services is subject to terms and conditions, which can be found on the Legal page of Alientech website <https://www.alientech-tools.com/legal/>.

Article 16: *Validity of communications*

You agree that notification and communications concerning all online services (including those relating to purchase orders) will be fulfilled by Alientech S.r.l. in electronic format (email) and through a Web service, you acknowledge their full validity and expressly renounce to disregard the content of the declarations sent and / or received in electronic format.

Article 17: *Buyer's Obligations*

Once the purchase procedure provided in the Electronic Cart has been completed, you must print and keep of these Terms and Conditions.

It is expressly forbidden to make multiple registrations on the online Store for a single person or enter data of third parties.

The data entered must be correct, truthful and complete.

It is also forbidden for minors to make purchases, even through a third party.

Alientech S.r.l. reserves the right to prosecute any violation or abuse.

Each of the aforementioned violations will entitle Alientech S.r.l. not to accept your order or terminate the contract.

Article 18: *Distance communication technique cost*

Connection costs are charged by your provider for the connection to all Alientech online service available through the online Shop. You need to contact your provided for further information, costs and terms applied.

Article 19: *Privacy*

All personal data is transmitted via a secure connection with the HTTPS protocol through the website www.alientech-shop.com and will be processed in accordance with the information provided for in the EU 2016/679 European Regulation.

We collect your personal data in order to process your order and provide you with our products and services.

Your personal data may be disclosed to third-party service providers who need access to such information, in accordance with Alientech privacy policy, for the purpose of order processing and fulfillment of fiscal practices.

We therefore invite you to refer to our Privacy Policy and our Cookies policies, that govern the processing of your data, to understand our practices. You can consult these documents at the following address: <https://www.alientech-tools.com/legal/>.

The personal data you provide us at the time of purchase must be truthful and must allow Alientech S.r.l. to identify you and your condition (Consumer / Professional User). By providing us with these data, you take all responsibility on this matter, holding Alientech S.r.l. harmless from any prejudicial consequence.

You also undertake to inform us immediately in writing, even by email, of any variation of the data you provided.

You also acknowledge the need to communicate to Alientech S.r.l. a valid email address in order to allow the forwarding of order confirmations, invoices and any other communication.

Article 20: *Settlement of disputes, jurisdiction and competent court*

Any disputes arising from the application, execution, interpretation and violation of purchase contracts stipulated "online" through our online Shops www.alientech-shop.com and <https://en.alientech-academy.com/> is subject to Italian jurisdiction.

The competent court is that of your country, if you are a **Consumer**.

If, instead, you are a **Professional User**, the competent forum is exclusively that of Vercelli (Italy).

Article 21: *Contact*

Our contacts:

Alientech S.r.l. Società Unipersonale – Via dei Cordari 1, 13019 Trino (VC) Italy

Social capital: 10.329,14 EUR fully paid

Vercelli Company Register – Field of Vercelli REA n. VC-177064

Fiscal code and VAT identification number IT02007510023

Telephone (+39) 0161.801025

Fax (+39) 0161.828099

Email: infoservice@alientech.to

These Sales and Refund Terms and Conditions were last updated on July 25, 2018.