



Marine Surveyor Consultant Sagl

## Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the web site [www.marine-safety-consultant.ch](http://www.marine-safety-consultant.ch) that provides Maritime services is offered by the Owner

### 1 Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, shall have the meaning indicated below:

- **Owner: Marine Survejor Consultant Sagl**, with registered address in Via Lor 15, 6864 Arzo Switzerland, fully paid-up share capital of 20.000,00 €, certified e-mail address (PEC) [business@pec.marine-safety-consultant.ch](mailto:business@pec.marine-safety-consultant.ch)
- **Application:** the web site [www.marine-safety-consultant.ch](http://www.marine-safety-consultant.ch)
- **Products:** services, sold by the Owner
- **User:** any person who accesses and uses the Application
- **Professional User:** the natural person of legal age or legal person who enters into a contract for the performance or for the needs of his trade, business or profession
- **Conditions:** this contract which governs the relationship between the Owner and the Users as well as the sale of the Products offered by the Owner through the Application.

### 2 Detailed information on the Application's offer

The Application provides Users Maritime consulting services .

### 3 Scope of the Conditions

The use of the Application implies full acceptance of the Conditions by the User. Should the User not accept the Conditions and / or any other note, legal notice, information published or referred to therein, the User shall not use the Application or the services related.

The Owner may amend the Conditions at any time.

The applicable Conditions are those in force on the date of transmission of the purchase order of a Product.

Before using the Application, the User is required to read the Conditions carefully save or print them for future reference.

The Owner reserves the right to change, at his own discretion and at any time, the graphic interface of the Application, the Contents and their organisation, as well as any other feature that characterises the functionality and management of the Application, communicating to the User the relative instructions, when necessary.



## Marine Surveyor Consultant Sagl

### 4 Purchase through the Application

All Products offered through the Application are described in detail in the relevant product pages (quality, features, availability, price, supply and execution times, accessory charges, etc.). Some errors, inaccuracies or small differences between what is published in the Application and the Product may occur. Furthermore, the images of the Products shall be considered as a mere representation and do not constitute a contractual element.

Purchases of one or more Products through the Application are permitted to Professional Users.

Purchases requests are permitted only to natural persons of legal age. For minors, any purchase of Products through the Application shall be examined and authorised by the parents or those exercising parental authority.

The offer of Products through the Application shall be deemed as an invitation to prepare an offer and the order sent by the User as contractual purchase proposal, subject to the confirmation and / or the acceptance of the Owner as described below. Therefore, the Owner has the right to accept or refuse the User's order or delivery request at its discretion. Accordingly, the User is not entitled to complain about the Owner's decision for any reason.

The contract of sale of the Products is deemed to be concluded with the Owner's acceptance of the User's contractual purchase proposal or delivery request. The Owner shall inform the User of the acceptance by sending an order confirmation to the e-mail address indicated by the User. The confirmation shall contain the date of the order, User's data, the characteristics of the Product and the information on its availability, the price or the manner in which the price is to be calculated, further charges and / or taxes, if any, supply and execution times, the procedures for exercising the right to withdrawal or its possible exclusion and the guarantee.

The contract of sale of the Products is not effective between the parties in absence of what is indicated in the preceding paragraph.

In the event that the Product is not available, the Owner shall inform the User the new terms of delivery and ask if the User intends to confirm the order. It is understood that the contract shall be deemed as concluded only with reference to the Products accepted by the Owner.

The User shall verify the correctness of the data reported in the order confirmation and immediately notify the Owner of any errors. The User shall keep a copy of the order, of the confirmation and of the Conditions.

### 5 Prices and payments

For each Product the price excluding VAT, if due is indicated. If the price cannot be calculated in advance, due to the nature of the Product, the methods for calculating the price shall be indicated.

Furthermore, all possible taxes, additional costs which may vary depending on the payment method used shall be indicated. If these expense items cannot reasonably be calculated in advance, there shall be an indication of which expenses to be charged to the User.



## Marine Surveyor Consultant Sagl

The Owner reserves the right to change the price of the Products as well as any additional costs at any time. It is understood that price changes shall in no case affect the contracts already concluded before such change.

The User undertakes to pay the price of the Product within the times with and methods indicated in the Application and to communicate the information requested.

All communications relating to payments are made using a connection protected by an adequate security system. The Owner guarantees the storage of the payment information with an additional level of security and in compliance with legal provisions on the protection of personal data.

### **6 Billing**

The User who intended to receive the invoice for the payment shall provide the Owner with the billing information. In this case, the User declares that the information provided is true and releases the Owner from any liability in this regard.

### **7 Delivery method of services**

The Owner shall provide the services to the User, in the manner and at the time indicated in the Application and detailed in the order confirmation.

In the event that it is not possible to supply the services within the aforesaid terms, the Owner shall promptly notify the User via e-mail, indicating the expected time of the delivery or the reasons that make the delivery impossible.

If the User does not intend to accept the new term or the delivery has become impossible, he can request the refund of the amount paid. The refund shall be paid promptly with payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of refund request.

### **8 Exclusion of the right to withdrawal of Professional Users**

The Professional User is not entitled to withdraw from the contract of sale or delivery of the Products. The User expressly acknowledges that the indication in the order of a VAT identification number qualifies him as a Professional User.

### **9 Industrial and intellectual property rights**

All the contents of the Application, including texts, documents, trademarks, logos, images, graphics, their arrangement and their adaptations are protected by copyright and trademark legislation. The Application may also contain images, documents, logos and trademarks of third parties which have expressly authorized the Owner to be published in the Application. Except for strictly personal uses, it is not allowed to copy, alter, distribute, publish or use the Contents without the specific authorization of the Owner.



## Marine Surveyor Consultant Sagl

### 10 Exclusion of warranty

The Application is provided "as is" and "as available" and the Owner does not provide any explicit or implicit guarantee in relation to the Application, nor does it provide any guarantee that the Application will satisfy the needs of the Users or that it will not have never interrupt or be error-free or free of viruses or bugs.

The Owner will endeavour to ensure that the Application is available continuously 24 hours a day, but cannot in any way be held responsible if, for any reason, the Application is not accessible and / or operational at any time or for any period . Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly unrelated to the owner's will or due to force majeure events.

### 11 Limitation of liability

The Owner shall not be held liable towards the User, except in the case of wilful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its suppliers.

Furthermore, the Owner will not be liable for damages, losses and costs incurred by the User as a result of failure to execute the contract for reasons not attributable to him, the User only having the right to a full refund of the price paid and of any additional charges incurred.

The Owner assumes no responsibility for any fraudulent or illegal use that may be made by third parties of credit cards and other means of payment, if he proves that he has taken all possible precautions according to the practice and knowledge available and to ordinary diligence.

The Owner shall not be held liable for:

- any loss of business opportunities and any other loss, even indirect, possibly suffered by the User that is not a direct result of the breach of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties
- the issue of incorrect documents or fiscal data due to errors in the data provided by the User, the latter being the only person responsible for the correct insertion

In no case the Owner shall be held liable for a sum greater than twice the cost paid by the User.

### 12 Force majeure

The Owner shall not be held responsible for the failure or late fulfilment of its obligations, due to circumstances beyond its reasonable control due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of its will.

The fulfilment of the obligations by the Owner shall be considered suspended for the period in which events of force majeure occur.

The Owner will perform any act in his power in order to identify solutions that allow the correct fulfilment of his obligations despite the persistence of events due to force majeure.



## Marine Surveyor Consultant Sagl

### **13 Links to third-party web sites**

The Application may contain links to third-party web sites / applications. The Owner has no control over them and, therefore, is in no way responsible for the contents of these sites / applications.

Some of these links may link to third-party sites / applications that provide services through the Application. In these cases, the general conditions for the use of the site / application and for the use of the service prepared by the third parties will be applied to the individual services, with respect to which the Owner assumes no responsibility.

### **14 Privacy**

The protection and processing of personal data will be in accordance with the Privacy Policy which can be consulted on the page <http://www.marine-safety-consultant.ch/lpd>

### **15 Applicable law and jurisdiction**

The Conditions are subject to Italian law.

For Users who are not Consumers, any dispute concerning the application, execution and interpretation of these Conditions will be referred to the forum of the place where the Owner is based.

Date 01/09/2023