

GENERAL TERMS AND CONDITIONS OF SALE AND PRIVACY STATEMENT

Ver. del 30/07/2018

These general conditions of sale apply to all products of this catalogue, with the exception of those items for which special conditions of sale are applicable which are reflected in the spaces dedicated to the same products or communicated directly to the buyer in the manner set forth below. In order to correctly interpret the present general conditions of sale please observe the following definitions:
"SAVIX": as SAVIX srl, a company that produces and sells equipment and spare parts for locomotion means;
"User" or "Client": depending on the circumstances may be a Consumer or a Professional who performs one or more Orders;
"Consumer": any natural person who places an Order for purposes unrelated to entrepreneurial activity, business, craft or profession;
"Professional's": any natural or legal person who places an Order for purposes related to entrepreneurial activity, business, craft or profession;
"Conditions" or "General Sales Conditions": rules that the customer undertakes to accept and respect for the purchase of Products offered in this catalogue;
"Product": article or item which SAVIX srl offers to the User and which represents thus the object of the Purchase Order;
"Purchase Order" or "Order": is the Order for the purchase of the Products issued by the Client when filling and sending the corresponding Order form available on the catalogue;
"Consumer code": legislative decree of 6 September 2005, n. 206 and further modifications;
"Site": the website www.store.savix.com.

1. Object

SAVIX sells and the Client buys the Products displayed on the catalogue under these General Sales Conditions. Upon the receipt of the Order from the Client and its acceptance, SAVIX is committed to conclude, in its name and on behalf of the Client, a contract of sale of the Product.

The Client, both on his behalf and on behalf of others, accepts that this contract regulates unconditionally all the contractual relations with SAVIX, including the conditions related to the withdrawal, delivery, transactions, electronic data management and logistics.

SAVIX has the right to accept or decline any Orders received without that, in case of reject, the Client may advance rights or claims against SAVIX for any reason. The Order shall be deemed as accepted and consequently the contract concluded when the Client has accepted the Order and SAVIX has received the contact address given in the Order form and, in any case, if not otherwise communicated, upon receipt of the Product.

2. Order

The Client will perform and submit Orders using the forms annexed to this catalogue and according to the procedure of described therein.
All the Orders and payments are subject to the sole acceptance of SAVIX.
Once received by SAVIX, the Order has to be considered as a final purchase and no further integrations can be made, if not through a new Order.

3. Prices

All the prices indicated on the price list reserved for professionals are in Euro and do not include VAT. Any taxes, duties and taxes foreseen in the country of destination of the Products, where this is different from Italy, will be borne by the Client.

The prices in the price list are not binding for SAVIX and can be changed at any time without notice.
In case the Client indicates on the Order form the wrong price, the price shown on the site www.store.savix.com will be considered valid.

In case of cancellation, either by the Client or in case of non-acceptance of the same by SAVIX, it will be asked for the cancellation of the transaction and the release of the committed amount. The time of release, for some types of cards, depends exclusively on the banking system and can be up to their natural expiration (24 days from the date of authorization). Once the transaction has been cancelled SAVIX shall not be liable in any way for any direct or indirect damage caused by the delay in failure to release the amount committed by the banking system.

The offer provided by SAVIX is multichannel; product prices may vary and are always subject to change. Depending on the channel that the Client chooses to use, either web, catalogues or phone, SAVIX, in its sole discretion, may modify the prices shown in the price list at any time without notice.
In any case the prices listed on the site www.store.savix.com outweigh the prices shown on the other channels.

4. Payment

The methods of payment accepted by SAVIX are:

1. PayPal/Credit card: the amount due by the Client for each Purchase order will be charged through a link that SAVIX will provide to the Client at its acceptance. For each transaction through a PayPal account, the Client will receive an e-mail confirmation from PayPal. SAVIX reserves the right not to accept any Purchase Orders or to suspend the execution of any contracts already concluded if PayPal signals anomalies or irregularity in payment. In this case SAVIX reserves the right to ask the Client any further information and/or to send copies of documents proving the ownership of the credit card used for the purchase. In the absence of the required documentation, SAVIX reserves the right to cancel the Purchase Order or to resolve the contract already concluded without this gives the Client the right to compensation for damages or to rely on other claims.
2. Bank transfer in advance: SAVIX's bank account details will be given to the Client at the Order Acceptance. The shipment of the ordered goods will only take place when the due amount is credited on the bank account of SAVIX which is to be made within 7 working days from the date of acceptance of the Order. After this deadline, the Order will be automatically cancelled. The reason for the bank transfer should include:
The Order reference number; date of Order; name and surname of the holder's Order.
All Orders received are processed after the receipt of the payment. SAVIX, in its sole discretion, may deny any Client payment methods.
Except for different payment methods expressly agreed with the Client.

5. Purchase procedure and conclusion of the Agreement

The Client will indicate on the Order form the wished Product among those displayed on the catalogue, pledging to pay the amount shown through one of the payment methods listed above.
SAVIX, by their courier service will deliver the Product purchased to the Client, who will proceed independently to install it. SAVIX is not responsible for the incorrect installation of the purchased Products.

6. Product delivery and control

The delivery time given in the catalogue are approximate and not strictly binding for SAVIX. It is always possible to meet any unexpected delays depending on production requirements or on shipping problems but never imputable to SAVIX that cannot guarantee a punctual delivery. In any case, SAVIX is not responsible for any delays due to the carrier. Deliveries do not take place on Saturday, Sunday and non-working days.

The Client and/or a person in charge of the same to collect the Product must check and verify very carefully, at the time of delivery and at the presence of the transporter, the integrity of packages delivered and their number, by reporting any discrepancies in the number and/or integrity of packages, writing in the space provided in the carrier's document, that will be kept by this latter after being signed.
SAVIX reserves the right to refuse or not give execution to Orders requiring the delivery of its Products outside the Italian territory or outside the country of residence of the Client.

7. Non-collection of the Product

If not otherwise specified by the Client, SAVIX will deliver the purchased Product to the address given on the Purchase Order.

In case the Product has been returned to SAVIX, because it was not possible to deliver it to the address given by the Client, SAVIX will try to contact the Client to obtain a further address for the delivery; any additional shipping charges will be borne by the Client.

After 7 (seven) days from the first unsuccessful delivery attempt, SAVIX, in its sole discretion, will decide whether to act in order to obtain the payment of the credit or to keep the Product in its property by way of compensation for the damage suffered.
SAVIX reserves its statutory and any other lawful right in relation to the amounts not paid by the Client. In the case of storage, SAVIX will charge a storage fee of € 0,35 (thirty-five cents) per day.

8. Passing of risk

SAVIX is not responsible for late or non-delivery due to force majeure circumstances such as strikes, measures taken by the Public Authority, fires, floods, destruction of machinery not attributable to SAVIX. In any case SAVIX will promptly inform the Client of the occurrence and the end of force majeure circumstances. In case the force majeure continues for a period longer than 30 (thirty) days, either party shall be entitled to withdraw from the contract. In case of withdrawal, according to this section, the Client cannot claim any compensation for damages, without prejudice to the right to a refund of any already paid price for the Products ordered within 30 (thirty) days from Order.

In case of purchase made by someone other than the Consumer Client, the risk of accidental loss of the Product is charged to the Client with the delivery of the Product from SAVIX to the first carrier.

In accordance with the art. 63 of the Consumer Code, any damage to the Products' packaging must be immediately claimed by the Client by means of a note written on the delivery document certifying the consignment. It is understood that once signed the delivery document without any claim, the Client will be denied any exception regarding the external characteristics of the delivered goods.

In the event that the carrier has been chosen by the Client, the risk of damage and loss of the goods is transferred to the Client at the time of delivery to the carrier, precluding any claim related to the exterior features of the delivered goods. In this case, any claim must be brought by the Client against the carrier.

9. Right of withdrawal

The Consumer Client and not Professional shall have a period of 14 days to withdraw from the contract. The withdrawal period shall begin from the day on which the Client or a third party other than the carrier and indicated by the Client acquires physical possession of the product.

The right of withdrawal is exercised when the Consumer Client shall inform SAVIX of his decision to terminate the contract via an explicit declaration to be sent to the following address: SAVIX srl, C.da Popoleto, 14/B - 70011 - Alberobello (BA) by registered mail or other suitable means as a proof and certifying the date of receipt. The notice must take place before the expiry date of the withdrawal period and through any explicit declaration.

In case of correct withdrawal, to the Consumer Client will be refunded all payments made to SAVIX, including the cost of delivery (except for the additional costs arising from the Client choice of a specific type of delivery other than the less expensive one standard provided by SAVIX). The refund shall be made without delay and no later than 14 days from the day on which SAVIX has received the Products subject to withdrawal. It is without prejudice to the possibility of SAVIX to withhold the reimbursement until it has received the goods or until the Consumer Client has given evidence to have returned the Products, whichever situation occurs first. Refunds are made using the same payment method used by the Consumer Client for the initial transaction, unless it is agreed otherwise.

In case of withdrawal, the Client must return the Products to the address given by SAVIX, without undue delay and in any case within 14 days from the day the withdrawal from the contract has been communicated. The term is understood as respected only if the Consumer Client shall return the Products prior to the expiry of the period of 14 days.

It should be noted that the direct costs of returning the goods have to be paid by the Consumer Client. The Consumer Client is liable for any diminished value of the goods resulting from the handling of the Product other than what is necessary to ascertain the nature, characteristics and functioning of the Products.

It should be noted that the right of withdrawal is excluded and therefore the preceding paragraphs do not apply with respect to contracts with Professional Client and companies.

- The right of withdrawal is also excluded:
- for all purchases where delivery occurs within a store;
 - for audio-visual products or computer software, sound cards, midi controllers where inside the package includes software with the license key, that have been opened or activated by the consumer;
 - for all cases under article 59 of the Consumer Code.

10. Warranty

SAVIX commits to deliver to the Client Products in conformity with the contract of sale. All the mandatory warranties required by law are granted to the Client. SAVIX does not grant, however, further additional guarantees.

Therefore, the Products shown in this catalogue have a legal guarantee of conformity within the meaning of the Consumer Code and Civil Code as applicable, except for changes in the law and the Consumer Client will benefit from the legal guarantee of conformity provided for by art. 128 and following of the Consumer Code that shall be barred two years after delivery of the product.

The guarantee shall be relied upon, for the Professional Client, within eight days of discovery of the defect, while for the Consumer Client shall be activated within two months of the discovery of the defect. SAVIX is not responsible for the lack of conformity resulting from incorrect installation of the Product, since the installation is not included in the sale contract and not being made under its responsibility.

SAVIX is not responsible for the incorrect installation made by the Client, as the Products sold are not intended to be installed by the consumer. There is no lack of conformity if, at the time of conclusion of the contract, the Client was aware of the defect and could not ignore it with ordinary diligence, or if the lack of conformity derives from instructions or materials supplied by the Client.

As a mere example, it should be noted that the guarantee is not recognized, among the others, for the following reasons:
- Client may resell or attempt to resell the Products, without the prior written consent of SAVIX;
-Malfunctioning due to causes external to the Product;-Lack of maintenance by the Client;-Warranty expiry.
The Client who intends to make use of the guarantee must notify to SAVIX a request at the following address: rma@mini.tools. Necessary condition for the warranty is that the request is complete with the invoice number and any existing warranty codes on the Products.

Received a warranty claim and if the conditions are valid, SAVIX will perform a diagnosis. If the diagnosis confirms the application of the warranty, and there are no grounds for exclusion, SAVIX will repair and/or replace the Product.

Where the diagnosis shows that the malfunction is due to negligence or failure to comply with the procedures for installation, the warranty claim will be rejected, and the shipping costs will be charged to the Client. In this case, the Client may authorize SAVIX to proceed to the replacement of the Product, upon payment of the amount indicated by SAVIX.

11. Obligations of the Client

The Products shown and purchased through this catalogue can only be used for personal use of the Client. The Client may not resell or attempt to resell the Products, without the prior written consent of SAVIX. The Client shall not copy, modify, transmit and distribute externally, publicly display, download, print or publish any part of this catalogue or content for commercial purposes. The catalogue, therefore, may only be used for personal purposes of the Client.

SAVIX shall have the right to place its own trademark, trade name, logo, design, or other distinguishing marks or of its licensors, and other forms of advertising in its absolute discretion within this catalogue. The Client shall not exploit or use the catalogue, or any content, in such a way as to cause detriment to SAVIX, or to third parties. In particular, the Client is obliged to refrain from using the catalogue or content to engage in competition, or otherwise in such a way as to cause damage or even economic interests, which is the image of SAVIX, of other Clients or of third parties.

The Client is expressly responsible for evaluating any product indicated in this catalogue. The customer shall indemnify SAVIX from any claim or lawsuit initiated or threatened against SAVIX by third parties as a result of the fact that the catalogue, or any content, to be used by the Client in violation of this article and in violation of any other provisions of this agreement.

12. Intellectual property

The catalogue content, such as, but not limited to, works, images, photographs, designs, shapes, logos and any other material, these terms are protected by copyright and any other intellectual property right of SAVIX or its licensors. It is expressly forbidden to copy, modify, create derivative works or derivative works in whole or in part from this catalogue, without the written consent of SAVIX.

SAVIX has the exclusive right to authorize or prohibit direct or indirect, temporary or permanent reproduction, in any manner or form, in whole or in part, of this catalogue and its contents. The Client is not entitled to make any reproduction in any medium, in whole or in part of this catalogue and its contents. Any reproduction must be authorized from time to time by SAVIX.

In addition, the Client is not entitled to use under any circumstances, in any manner or form, the contents of the catalogue and any other intellectual property right of SAVIX. It is expressly forbidden to the User and/or Client to download, copy, reproduce, duplicate, or otherwise use or disseminate any trademark, trade name, logo, design, or other distinguishing feature of SAVIX or MiniTools or their Products.

13. Contractual amendments and further agreements

SAVIX reserves the right to make, at any time and in its sole discretion, any changes, additions and/or updates considered necessary and/or appropriate to simply present catalogue including these General Sales Conditions. Any changes, updates and/or additions can be consulted on the site www.store.savix.com.

For clarity, any amendment and/or update made as above will not affect contracts already signed with Clients prior to the execution of such changes or updates.

Any partial or total invalidity of one or more provisions of these General Sales Conditions does not involve the nullity of the other provisions; in such a case the parties shall replace the void clauses with other legitimate meanings and the same or similar content.

14. Resolution of the disputes

For all disputes arising in connection with this agreement, including those relating to its validity, interpretation, execution and termination, shall be exclusively in charge the Court of Bari.

The Italian text of this agreement is the only authentic as the original text.

The parties agree that all reports will be based on the Italian language that is their official language.

15. Processing of personal data

The personal data of the Client that SAVIX acquires from this latter, will be processed according to the law in force for the personal data protection.

The manager of the personal data is SAVIX based in C.da Popoleto 14/B, 70011, Alberobello (BA), VAT IT0948750723, registered office in Alberobello (BA).

With "personal data processing" is meant any operation or set of operations, concerning the collection, modification, registration or retention of information related to the natural or legal person of the Client.

The transfer of personal data is necessary and, therefore, any refusal to provide them, at the time of formulation of the Order, determines the inability for the Client to use the service provided by SAVIX.

SAVIX acquires and processes personal data for the purposes of the promotion of its services and products, and will be stored electronically, on paper, organized into databases, and on any other type of suitable support, in compliance with the security measures pursuant to the technical specifications regarding minimum security measures, annex B to the Privacy Code and any subsequent amendments and additions.

Following the voluntary sending of e-mails to the addresses on the Site and on the catalogue or after the Order is placed, SAVIX may process the sender's email and additional personal data contained in the message to respond to requests made by the User/Client.

The personal information made available to SAVIX may be used to: service execution and order management; the consensus and the management of any subscription or registration to the site www.store.savix.com and other sites owned and/or affiliates and/or somehow related to SAVIX; perform tasks related to the provision of services by the company, as well as in general for conducting activities related to the execution of a contractual relationship with SAVIX or to cope with, prior to the conclusion of the contract, specifications requested by the Client; promotional activities on Products/Services similar to the ones previously bought from the User/Client (Recital 47 Regulation UE no. 679/2016 GDPR), for the purpose of direct sales of Products/Services in a limited manner; Products/Services bought from the User/Client, unless the User/Client doesn't object explicitly to these promotional activities.

The acquired personal data will not be disclosed and may be communicated, as well as to subjects to which right and interest of access according to laws and secondary legislation and/or community, have been ascertained, to internal staff of SAVIX, as well as in society, associations or professional offices that provide services and activities on behalf of acting as the controller for the fulfilment of legal obligations and for every organizational and administrative purposes necessary for the delivery of the services requested by the User/Client.

SAVIX ensures that the transfer of personal data is carried out in accordance with the regulations in force. SAVIX will take appropriate security measures to prevent loss of data, illicit or incorrect use and unauthorized access.

With regard to the processing of personal data, the User/Client concerned may exercise at any time the rights set out in EU Reg. 2016/679, as follows: - the right to know, at any time, whether or not their personal data are being processed, and if so, to request and obtain access to their personal data, information on the purposes of the processing, the categories of data processed, the recipients of such and the retention period. The data subject also has the right to information on the origin of the data and to receive a copy of such (Art. 15 EU Reg.); - the right to rectify and/or supplement personal data (Art. 16 EU Reg.) or to delete data (Art. 17 EU Reg.) or to limit processing (Art. 18 EU Reg.); - the right to data portability (Art. 20 EU Reg.); - the right to oppose processing (Art. 21 EU Reg.); - the right to file a complaint with the competent supervisory authority (Personal Data Protection Authority) if they feel that the processing of their personal data violates the law in force. The data subject may exercise their rights at any time pursuant to EU Reg. 2016/679 and may also request an updated list of names of data processors, through a formal request to SAVIX srl.

To exercise the above rights, the User/Client concerned can address to the company headquarters indicated above.