

Terms and Conditions

B2B General Terms and Conditions of Sale (e-commerce).

Whereas:

Project Blue Generation S.r.l., legal office in Bellaria Igea Marina (Rn), via Ravenna n. 151 h tax code e VAT code 03291111205, phone. 051 6836385 e-mail export@progeny.blue pec , bluegeneration@pec.it

- is the owner of the site progeny blue (from now on “**Site**”);
- on the Site you can purchase Products through the e-commerce service;
- general terms and conditions of sale (“**General Terms**”) apply to all purchases of Products made through the e-commerce of the Site by any natural or legal person qualifying as a professional (“**Professional**”) in accordance with art. 3, paragraph 1, lett. c) D. Lgs. September 6 2005, n. 206 (“**Consumer Code**”);

1 Definitions

In these General Conditions, the terms listed below shall have the attributed meanings specified next to them:

1. “**Buyer**” means the Professional who purchases Products through the Site in the manner set forth in these General Conditions;
2. “**Order Acceptance**” shall mean the communication of formal acceptance of the order referred to in Article 1 of the Consi shall mean the communication of formal acceptance of the order referred to in Article 1 of the General Terms and Conditions;
3. “**Consumer Code**” refers to the D. Lgs. 6 September 2005, n. 206;
4. “**General Conditions**” shall mean these general terms and conditions of sale;
5. “**Contract**” means the contract of sale of products concluded at a distance through the Site between the Seller the Buyer;
6. “**Price**” means the price of the products;
7. “**Products**” means Project Blue Generation srl. products for sale on the Site;
8. “**Professional**” means the natural person or legal entity acting in the exercise of its entrepreneurial, commercial, handicraft or professional activity, or an intermediary thereof within the meaning of Article 3(1)(a) of the Consumer Code;
9. “**Project**” or “**Seller**” refers to Project Blue Generation S.r.l., with legal office in Bellaria Igea Marina (Rn), via Ravenna n. 151 h tax code and VAT code 03291111205,

2. Scope of the General Conditions

- These Terms and Conditions apply to all purchases of Products concluded at a distance by the Buyer through the Site.
- These General Conditions are made available to the Buyer for reproduction and preservation in accordance with Art. 12 , Legislative Decree No. 70 of April 9, 2003.
- - Project Blue Generation srl. reserves, as set forth below, the right to update, supplement and amend, in whole or in part, these General Conditions and each of the documents referred to herein.
- Changes to the General Terms and Conditions will be effective upon publication on the Site and will apply only to sales of Products concluded after publication.
- The Buyer may not invoke or object to any conditions other than those contained in the General Conditions. Any clause and/or provision affixed by the Buyer in its orders and/or otherwise in its correspondence, contrary to and/or otherwise supplementary to these General Conditions, shall be deemed as not affixed and otherwise invalid and/or ineffective and/or non-binding for Project Blue Generation srl unless expressly accepted in writing by Project Blue Generation srl.

3. How to purchase Products - placing orders

- In order to purchase the Products, the Buyer inserts the product in the virtual cart and confirms the order following the procedures indicated on the site. Alternatively, the Buyer may conclude the order by paying the amount due by bank transfer, or in the manner agreed with the Seller..

4. End of the Contract

- The Contract entered into through the Site shall be deemed concluded when the Purchaser receives, via e-mail, formal confirmation of the order with a communication, subsequent to the automatic and summary e-mail of the order referred to in Article 2, through which the Seller accepts the order sent by the Purchaser and informs that it will proceed to the fulfillment of the same (“Order Acceptance”).
- The Seller shall have the right to accept even only part of the order placed (for example, in the event that there is no availability of all the Products ordered). In such case, the Contract shall be deemed to be completed with respect only to the Products identified in the Order Acceptance referred to in Article 1 above.
- Until the Buyer has received the Order Acceptance, the Buyer has the right to revoke the order by sending an e-mail to the Seller's address export@progeny.blue or in accordance with any other manner specified on the Site.

5. General Conditions’ Acceptance

- These Terms and Conditions must be reviewed “on line” by the Buyer, prior to the completion of the procedure for the purchase of the Products.
- The Buyer, by telematically submitting confirmation of its purchase order, unconditionally accepts these General Conditions and acknowledges that the Seller shall not be bound by any other different conditions that have not been agreed upon in advance in writing.

6. Products’ Prices

- The Prices of the Products shown on the Site do not constitute an offer to the public, they, therefore, should always be considered indicative and subject to Order Acceptance by the Seller.
- The taxation or VAT exemption applied to the prices of the Products differs depending on the Buyer's state of residence. Prior to Checkout, Buyer will view the total amount due. Transportation cost is included in the Final Price and present at the end of Checkout, unless otherwise indicated or agreed upon.

7. Payment and billing arrangements

- Payment of Products’ Prices, delivery and transportation costs, and any other costs or charges to be borne by the Buyer will be made by the payment methods specified during the purchase process.
- For payment processing, Project Blue Generation srl. uses third-party tools and does not come into contact in any way with payment information - such as credit card information - provided. Any costs for processing User payments that are not accepted will be charged to the User.
- By submitting the purchase order for the Products, the Buyer guarantees the availability of the sum necessary for the payment of the Price of the Products and other costs and charges to be borne by the Buyer.
- During the purchase process, the Buyer may request the issuance of an invoice by checking the appropriate box and entering the billing information including tax code and/or VAT number. And sdi code.

8. Delivery Methods

- Seller will deliver to Buyer, at the address indicated by Buyer, the Products purchased by means of selected professional carriers. Delivery times are specified at the time of purchase and are to be understood as indicative, non-binding and therefore not essential. Delivery shall be deemed to be made when the Products are taken over by the carrier for transport to the address indicated by the Purchaser at the time of purchase, with the risk for loss of or damage to the Products passing to the Purchaser at the same time.
- Unless otherwise agreed in writing between the Parties, the costs for delivery and transportation of the Products shall be borne by the Buyer and shall be charged to the Buyer together with the Price of the Products.
- Any liability of Project Blue Generation srl with respect to damage and/or loss of the Products or with respect to delays in the delivery of the same is excluded, with the consequent exclusion of any right of the Buyer to demand from Project Blue Generation srl sums by way of compensation for direct or indirect damages. Likewise, no liability may be attributed to the Seller for delayed or non-delivery attributable to

the absence of the Buyer or person appointed by the same at the time of delivery on the day and at the time indicated and/or agreed, or attributable to force majeure or fortuitous event.

- Upon receipt of the Products, it shall be the Buyer's responsibility to verify their quantity, quality, and conformity to the Contract.
- Under penalty of forfeiture of the relevant rights, any disputes and/or claims regarding the quantity, quality and conformity to the Contract of the delivered Products must be raised by the Buyer in writing within 3 (three) calendar days of their receipt.
- Likewise under penalty of forfeiture of related rights, any hidden defects or deformities in the Products must be reported in writing to Project Blue Generation within 5 (five) calendar days of discovery.

9. Force Majeure

- Project Blue Generation srl shall not be liable for delays in deliveries or other breaches of the Contract to the extent that they are due to force majeure circumstances, such as, but not limited to, fire, war (whether declared or undeclared), general military mobilization, insurrection, requisition, seizure, objective impossibility of power supply epidemics, work stoppages, labor unrest, difficulties in transportation, strikes, lockouts, production stoppages due to technical causes not reasonably foreseeable and defects or delays in deliveries by suppliers, natural disasters, measures of public authority, or other circumstances occurring at the conclusion of the Contract.
- In the event of inability to perform, the performance of the Contract shall be suspended for the duration of the cause of inability to perform, without Project Blue Generation srl. being liable or obligated to pay any damages.
- In the event that the force majeure event continues for a period of more than 2 (two) consecutive months, both the Purchaser and Project Blue Generation srl shall have the right to terminate the Contract, without Project Blue Generation srl being liable for the delay or obliged to compensate the Purchaser for any damage that may result from it, the Purchaser having the right only to the refund of the Price already paid.

10. Limitation/exclusion of liability of Project Blue Generation srl.

- Project Blue Generation srl. shall not be liable for damages and/or losses suffered and/or costs incurred by the Buyer as a result of failure to perform or inexact performance of the Contract, except in cases of willful misconduct or gross negligence.
- It is also excluded any liability of Project Blue Generation srl for direct or indirect damages that may arise, directly or indirectly, to the Buyer from the Products, except only in cases of willful misconduct and gross negligence.

11. Buyer's Obligations

- It is forbidden for the Buyer to enter false, and/or invented, and/or fictitious data in the registration procedure through the appropriate electronic form; personal and/or corporate data and e-mail must be exclusively authentic and referring to the person who performs the registration or in whose interest it is performed. The Buyer, that is, the one who performs the registration on his behalf, assumes, therefore, full responsibility about the accuracy and truthfulness of the data entered in the electronic registration form, aimed at completing the procedure of purchasing products.
- It is expressly prohibited to make duplicate registrations corresponding to a single natural or legal person or to enter data of third parties. The Seller reserves the right to prosecute any violation and abuse, in the interest and for the protection of all consumers.
- Buyer indemnifies Seller from any liability arising from the issuance of erroneous tax documents due to errors relating to the data provided by Buyer, Buyer being solely responsible for the correct entry of such data.

12. Notices

- Except for the cases expressly indicated-or established by legal obligations-communications between the Seller and the Buyer shall take place by means of e-mails to their respective addresses, which shall be considered by both parties as a valid means of communication and whose production in court may not be contested merely because they are computerized documents.
- Either party may at any time change its e-mail address for the purposes of this article, provided it gives timely notice to the other party in accordance with the forms set forth in the preceding paragraph.

13. Handling of personal data

Project Blue Generation srl will proceed to the processing of personal data of Buyers in compliance with the privacy legislation in deference to what is detailed in the Privacy Policy to which we refer in full.

14. Industrial property rights

The trademarks affixed to the Products as well as the trade names and, more generally, the industrial and intellectual property rights associated with the Products are the exclusive property of Project Blue Generation srl. It is strictly forbidden for the Buyer to reproduce, copy, use, transmit or assign them to third parties.

In case of breach of this obligation, Project Blue Generation srl. shall have the right to terminate the Contract as well as to claim compensation for the damage suffered.

15. Applicable law and jurisdiction

- These General Conditions and Contracts are governed by Italian law.
- All disputes arising from or even related to these General Conditions, as well as to the Contracts shall be deferred to the exclusive jurisdiction of the Court of Rimini..

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Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Buyer declares that he/she has carefully read the General Conditions and expressly approves the following clauses:

art. 8.4 (Exclusion of liability of Project Blue Generation srl. for non-delivery or delayed delivery); **art. 8.4** (Exclusion of liability of Project Blue Generation srl. for failure or loss of the Products or for delay in delivery by the carrier); **art. 8.6** (terms for reporting apparent defects or discrepancies in the Products); **art. 8.7** (terms for reporting hidden defects or deformities in Products); **art. 9** (force majeure); **art. 10** (limitation/exclusion of liability of Project Blue Generation srl); **art. 15.2** (jurisdiction).

In compliance with Article 21 of Legislative Decree 46/97, the Ministerial Decree of 23.02.2006, the Ministry of Health Circular of 17.02.2010, and the Ministry of Health Guideline of 28.03.2013 and 20.12.2017, regarding advertising on Medical Devices, consultation of the contents of the website is exclusively reserved for physicians and other healthcare professionals. The pages and contents related to Medical Devices and Medical-Diagnostic Devices are and should be understood to be informative and non-advertising in nature, aimed at informing health professionals only. No liability is accepted for unauthorized consultation.

