

## Terms and conditions

This document sets forth the general terms and conditions upon which the use of the website <https://www.odcsuspension.com/> offering BTC E-Commerce Sale is offered to users.

### 01. Definitions

To enable full understanding and acceptance of these terms and conditions, the following terms, in the singular and plural, shall have the meanings set forth below:

Company: **Marobe Sri** --- Via della Soldara 13, 20020 Vanzaghello (MI), C.F. 06308330155, VAT No. 06308330155, REA MI-1089353 PEC address [m.aglierie-marobe@legalmail.it](mailto:m.aglierie-marobe@legalmail.it)

Application: the website <https://www.odcsuspension.com/>

User: any person accessing the website

Conditions this contract governs the relationship between the company and the Users.

### 02. Detailed information on the e-commerce offer:

The Application provides Users with the sale of customized and tailor-made products for various Harley-Davidson models.

### 03. Scope of application of the Conditions

The use of the Application implies acceptance of the Terms by the User. If the User does not accept the Terms and/or any other note, legal notice, information published or referred to therein, he/she will not be able to use the Application or its services.

The Terms may be modified at any time. Any changes will be in force from the moment they are published on the Application.

Before using the Application, the User must read the Terms carefully and save or print them for future reference.

The Owner reserves the right to change the graphic interface of the Application, the Contents and their organization at any time, as well as any other aspect that characterizes the functionality and management of the Application, communicating the relevant instructions to the User if necessary.

### 04. Prohibition of reproduction of Contents

The Contents and/or materials available on the Application may not be downloaded or reproduced. The Contents and/or materials available on the Application are protected by copyright, by the other rights attributed by copyright law (related rights, rights on databases, etc.) and/or by other applicable laws. Any use of the contents and/or materials available on the e-commerce that is not authorized under the License and/or other applicable laws is prohibited.

The Owner grants the User the rights listed below on condition that the User agrees to abide by the terms and conditions of the License.

### 05. Disclaimer of Warranty

The Application is provided on an "as is" and "as available" basis and the Owner makes no express or implied warranties with respect to the Application, nor does the Owner make any warranty that the Application will meet the needs of the Users or that it will be uninterrupted or error-free or free of viruses or bugs.

The Owner will make every effort to ensure that the e-commerce is available 24 hours a day, but cannot in any way be held responsible if, for any reason, the e-commerce 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 completely beyond the control of the Owner or for events of force majeure.

### 06. Limitation of Liability

The owner can not be held responsible to the user, except in cases of fraud or gross negligence, for failures or malfunctions related to the use of the Internet outside of its control or its suppliers.

The Owner will also 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 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,

The Holder shall not be liable for:

- o any loss of business opportunity and any other loss, even indirect, that may be suffered by the User that are not a direct consequence of the breach of contract by the Owner
- o incorrect or inappropriate use of the Application by Users or third parties.

In no event shall the Owner be liable for more than double the amount paid by the User.

### 07. Force Majeure

The Owner cannot be held responsible for the failure or delay in the performance of its obligations, for circumstances beyond the reasonable control of the Owner due to force majeure events or, however, unforeseen and unforeseeable events and, however, independent of his will.

The performance of the obligations by the Holder shall be deemed suspended for the period during which force majeure events occur.

The owner will take any action in its power in order to find solutions that allow the proper fulfillment of its obligations despite the persistence of force majeure events.

### 08. Links to third party sites

E-commerce may contain links to third party sites/applications. The Owner does not exercise any control over them and, therefore, is in no way responsible for the contents of these sites/applications.

Some of these links may refer to third party sites/applications that provide services through the Application. In these cases, the terms and conditions for the use of the site/application and for the use of the service provided by the third parties will apply to the individual services, for which the Owner accepts no responsibility.

### 09. Privacy

The tute l and the processing of personal data will take place in accordance with the Privacy Policy that can be consulted at <https://www.odcsuspension.com/>

## **10. Applicable law and jurisdiction**

The Terms are subject to Italian law.

For non-consumer users, for any dispute relating to the application, execution and interpretation of these conditions is competent court of the place where the company has its headquarters.

For Consumer Users, any dispute relating to e-commerce, execution and interpretation of these Terms shall be referred to the court of the place where the User Consumer resides or has elected domicile, if located in the territory of the Italian State, without prejudice to the right of the User Consumer to refer to a judge other than the "forum of the consumer" pursuant to art. 66 bis of the Consumer Code, with territorial jurisdiction according to one of the criteria referred to in Articles. 18, 19 and 20 of the Civil Procedural Code.

This is without prejudice to the application to Consumer Users who are not habitually resident in Italy of any more favourable and mandatory provisions provided for by the law of the country in which they are habitually resident, in particular in relation to the deadline for exercising the right of withdrawal, the deadline for returning the Products, in the event of exercising this right, the procedures and formalities for communicating the same and the legal guarantee of conformity.