

## GENERAL TERMS AND CONDITIONS OF SALE

In this section, please find all the legal information about the modalities of access and use of GreyHame Ltd Shop online.

The access and use of this Website, as well as the purchase of Greyhame Ltd products, imply the reading, knowledge and acceptance of these General Conditions of Use, and General Sales Conditions.

### SCOPE OF APPLICATION

1) These General Terms and Conditions of Sales (“Conditions”) govern the sale of the products and the services through the Website and constitute an essential part of any Sale Contracts (“Contract”) which may be concluded through the web net between:

The Seller: GreyHame Ltd Vat MT 24399721

and holders of valid VAT buying products and services of the [www.greyhameltd.com](http://www.greyhameltd.com).

2) Any Purchase Order from Greyhame Ltd is governed by these Conditions, without prejudice to the Seller’s right to apply different and particular conditions.

The applicable Conditions are those in force at the time of placing an Order.

3) GreyHame Ltd reserves the right to change these General Terms and Conditions of Sale at any time, without prior notice.

4) These Conditions do not pertain to the supply of services or sales of products from entities other than the Seller that may be present on the Website by means of links, banners or other hypertext links. Prior to submitted purchase orders for products and/or services from subjects other than the Seller, the Customer is invited to read their terms of sale] The Seller indeed is not responsible for the supply of services from third parties.

### ORDERS

5) The Customer undertakes, before proceeding with the confirmation of the order, to read these Conditions and to accept them by means of a check (flag) in the box indicated.

By placing an Order through GreyHame Ltd (online shop), the Customer guarantees to have the necessary ability to act, to enter into a legally binding contract and to be at least 18 years old.

Customers who place orders through the Site accept the Terms and Conditions as follows.

6) The Seller offers for sale its products within the limits of available quantity at the time of the purchase order, or in pre-sale. Orders may be subject to quantity restrictions, minimum or maximum.

7) The Customer may only purchase products in the electronic catalog of the website at the time of the order as described in the relevant information sheets.

Product information on the Site, such as technical specifications, images, size or compatibility details, are not binding and may be subject to change at any time.

8) The technical steps to place an order are clearly highlighted in the sequence of pages of the Site, through explanatory texts and graphics.

9) By clicking on 'Confirm Order', the Customer shall submit to GreyHame Ltd a contract offer for the purchase of the items contained in the Shopping Cart.

The confirmation of the entrance of the order does not represent acceptance of the acceptance of the contractual purchase proposal.

10) To complete the Order, the following formalities must be completed:

a) Customer's reading and acceptance of these Conditions, by the means of "point and click"

b) Filling in electronic format by the Customer through the insertion of all the required data of the Order Form, which contains a summary of the essential characteristics of each product or service chosen, and its price; of the payment method selected chosen by the Customer; delivery terms of the products purchased; delivery times and shipping costs; application of legal guarantee of conformity; times and method for returning the products purchased;

c) Payment to the Seller of the price of the product(s) purchased by the Customer, including shipping and delivery costs;

d) Electronically automated forwarding of the aforementioned Order Form to the Seller;

e) Electronically reception, by the Seller, of the aforementioned Order Form.

Placing the order, explicitly entails acknowledge by the Customer of the obligation to pay.

11) Correct receipt of order is confirmed by GreyHame Ltd by e-mail, sent to the email address supplied by the Buyer.

This receipt is automatically generated by the system, and cannot be considered itself as acceptance of the Order, but only a confirmation of the reception of the said Order.

The Confirmation email summarizes all the data entered by the Customer, who must check that they are correct and promptly inform of any corrections. The Seller reserves the right to evaluate and decide whether to comply with the Customer's request to correct the Order.

12) Upon receipt of an Order, GreyHame Ltd shall verify the availability of the products ordered and, only after this checking, will communicate its acceptance of the Order, by sending to the Customer the Receipt of acceptance of the Order.

The Contract is concluded with the receipt by the Customer of the acceptance of the Order in the form of a Receipt sent by GreyHame Ltd, or, in the absence of such acceptance, with the delivery of the items covered by the Order.

Once the Customer has received the receipt of acceptance of the Order, it will no longer be possible to modify or cancel the Order, without prejudice to the right of withdrawal to the terms and conditions set forth in the following Section VI of these Conditions.

13) If GreyHame Ltd is not able to fulfill an Order received, it will promptly inform the Customer, and in any case before sending to this latter the Receipt of acceptance of the Order, except as provided for Article 14, paragraph 2.

In any case, GreyHame Ltd reserves the right, in its sole discretion, the right to refuse an order, to set a purchase limit.

Each Contract will exclusively cover the products explicitly and specifically indicated in the Purchase Order.

Any form of contractual or non-contractual liability arising from the non-acceptance of an Order is excluded.

14) The Seller shall have the right not to carry out the Purchase Orders made in accordance with the provisions of the previous provisions, in the event that the Customer has not paid for the products;

1) Or in the event that the Customer's data turn out to be uncompleted/incorrect; or as well as in the event that the products ordered are not, even if temporarily, available.

2) In the event that the Seller does not carry out a Purchase Order placed by the Customer, the Seller shall promptly inform the Customer, by email, of the above, and shall provide for the repayment of the amount potentially paid by the same Customer.

#### PAYMENT OF THE PRICE

15) The price of the products ordered is that in force on the day of the placement of the Order and must be paid to the Seller pursuant to former Article 10, letter c)

Shipping costs are not included in the purchase price, but they are indicated and calculated at the time of the conclusion of the order and before the payment.

Unless otherwise provided, all prices indicated in the website are meant excluding VAT. GreyHame Ltd reserves the right to change the prices at any time, without notice, unless the Seller, pursuant to Article 12, has already confirmed the Customer's order.

In case of any changes of the price after the sending of the Order by the Customer and before the confirmation by the Seller, the latter will promptly communicate, by e-mail, the new price to the Customer, which may accept the change or refuse it and, consequently, waive the Order, at no additional cost.

Acceptance of the change must be communicated to GreyHame Ltd, by e-mail or fax, within 7 days from the communication of the change. Otherwise, the change will be deemed as tacitly refused and the Order will be cancelled.

16) The Customer may pay for the products ordered through one of the payment methods indicated on the Site. In case of payment by credit card, the amount of the purchase will be charged to the customer at the completion of the order on the Website.

In the case of payment by bank transfer, the Customer will receive the bank details attached to the Order Form: the Order will be processed only after receipt of the credit from the Seller. The relevant financial information will be managed only by the payment circuits or by the credit institution.

The abovementioned information may be used by the Seller only to complete the procedures relating to the payment of products or services, or to provide for the execution of refunds following the exercise, by

#### SHIPMENT AND DELIVERY OF THE PRODUCTS

17) Orders are processed from 10:00 to 17:00, from Monday to Friday. Orders placed after 17:00 on Friday will be processed the following Monday.

Unless otherwise stated in the Order Form, GreyHame Ltd will ship the products purchased by the Customer, by courier, to the address indicated by the Customer.

The delivery takes place no later than 30 days from the acceptance of the Order, except for the products in the Advance Offer/Pre-sale.

GreyHame Ltd assumes no liability for disruptions attributable to force majeure or unforeseeable circumstances, even if due to malfunctions and disruptions of the internet, in the event that it fails to execute the Order within the time provided for by the Contract.

18) If the purchased products are to be delivered outside the national territory, the Customer is responsible for the payment of any import charge and tax, and any customs duties and duties provided for by the legislation in force in the territory of destination of the products.

19) The Courier is responsible for the delivery. GreyHame Ltd undertakes to collect any reports of delayed or non-delivery of the products.

20) Any damages to the packaging and/or the Product, or discrepancies in the number of items or documentation must be immediately indicated in writing on the Courier's delivery note through specific indications.

By signing the delivery note and in the absence of abovementioned disputes, the Customer certifies the real material integrity of the products and the conformity of the delivery.

The facts referred to in paragraph 1 of this Article must be reported, by e-mail, to the Seller within 8 days from the date of the delivery, attaching the invoice (if issued) and the copy, due to the Customer, of the courier's Consignment note.

#### INVOICING

21) The Seller will issue an invoice for each Customer who, for this purpose, has entered in the appropriate Order Form the VAT number. In this regard, the information as provided by the Customer at the time of the Order is deemed as authentic.

Companies or institutions can charge individual purchases with a single invoice issued to their customers. No invoice can be issued after the forwarding of the Order Form, if not requested at the time of the execution of the Order.

No variation of the invoice will be possible after the invoice has been issued.

During the Order and Payment process, it is mandatory to specify whether the shipping address is different from the invoicing address.

If the Customer decides not to enter the VAT number, GreyHame Ltd will not be able to issue an invoice.

#### RIGHT OF WITHDRAWAL AND RETURNS

22) Products subject to restitution must be returned to GreyHame Ltd intact, in unaltered conditions and with the original packaging at the expense of the Customer, no later than 14 days from the notification of the complaint, accompanied by the relevant purchase invoice or, if missing, by the relevant Receipt of acceptance of the Order.

The fees for returning purchased goods to the Seller, including those related to the shipment, storage and/or withdrawal, are in any case at the Purchaser's expense, and shall not be refunded.

In the case of open and/or partially used products, the right of complaint does not apply and GreyHame Ltd will inform the Customer by e-mail. In this case, the Customer may ask the Seller, by e-mail, to return, at his own expense, the products purchased. If not, the Seller reserves the right to retain both the products and the amount corresponding to the purchase of the products themselves.

23) The right of withdrawal does not apply to the supply of goods made to specifications or clearly personalized or which by their nature cannot be shipped back or risk a rapid deterioration or alteration.

It should also be noted that, in the event of prize operations (the so-called promotions), in which the purchase of a good is combined with another good, that is sold at a derisory price, or even given as gift, the right of complaint will be legitimately exercised with the restitution of both the assets object of the purchase, given the constraint of the accessory of the asset in promotion compared to the first.

24) Except as provided in the above clauses, once the products have been returned, GreyHame Ltd will refund the amount actually paid by the Customer.

In case of payment made by bank transfer, the Customer must communicate to the Seller the relevant bank details required to carry out the refund.

If there is no correspondence between the recipient of the products indicated in the Order Form and who paid the sums due for their purchase, the refund of the sums resulting from the withdrawal will be made by the Seller only to the person who made the payment.

The refund of the amount paid by the Customer for the purchase of the products includes the shipping costs incurred at the time of ordering.

GreyHame Ltd will refund the amounts paid by the Customer at the time of placing the order, within 14 days from the date on which GreyHame Ltd, received the complaint report from the Customer, receives the ordered goods intact and in the original packaging to the address that will be communicated when

accepting the claim. The costs and risks associated with the return of the products will be borne by the Customer.

#### WARRANTY

25) All the products sold by GreyHame Ltd are covered by a 12 months' warranty.

26) The warranty consists in the replacement or repair, by and at the Seller's expense, of defective, incorrect or damaged products; or, where the replacement of the products is impossible or excessively expensive for the Seller, the warranty will be a fair price reduction; or, again, in the termination of the contract, where the degree of non-conformity of the product is such that a mere price reduction is not acceptable.

In the case of defective, incorrect or damaged products, the Customer shall promptly contact, and in any case no later than the term referred to in Article 27, the Seller, by e-mail to the address:

[ticket-greyhame@greyhameltd.com](mailto:ticket-greyhame@greyhameltd.com)

pointing out the issue arisen up.

It will be mandatory to attach to the above written communication, photographic material proving the original packaging, the cardboard inserts, and relative to the products received.

27) The warranty is subject, under penalty of forfeiture, to the report of the defect or lack of quality, within 2 months from the time the Customer received the products.

28) The warranty has, in any case, no effectiveness if the Customer has altered the products.

#### LIMITATION OF LIABILITY

29) GreyHame Ltd assumes no liability for any damages resulting from a use or misuse of the product provided by GreyHame Ltd. GreyHame Ltd. assumes no liability for any errors or omissions inside [www.greyhameltd.com](http://www.greyhameltd.com) or any other website possibly referred or linked to. GreyHame Ltd reserves the right to a continuous update of the website [www.greyhameltd.com](http://www.greyhameltd.com) that can be carried out at any time. The information may contain any kind of inaccuracies or typing mistakes. Greyhame Ltd does not guarantee that the services provided by [www.greyhameltd.com](http://www.greyhameltd.com) will be provided without interruption. This will be announced in advance except for reasons not dependent on the will of Greyhame Ltd. Greyhame Ltd disclaims all liability to the Customer or third parties for direct or indirect damages (including, but not limited to, loss of profits, revenues, business opportunities) emerged from or in relation to a product or service provided by GreyHame Ltd, or from the use or inability to use the same. GreyHame Ltd assumes no liability for disruptions caused by unforeseeable circumstances or force majeure, such as accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods and other similar events that may prevent, in whole or in part, to execute in the time agreed upon in the contract. GreyHame Ltd will not be liable for damages, losses and costs incurred as a result of the failure to perform the contract for the above-mentioned causes, as the consumer may only be entitled to a refund of the price paid. Without prejudice to cases of intent or gross negligence, the right to compensation against GreyHame Ltd shall not exceed the price of the products purchased by the Consumer and for which the dispute arose.

#### CUSTOMER/CONSUMER RESPONSIBILITY

30) The Customer is required to ensure that the data submitted are truthful, complete, updated and to promptly communicate any changes to the same. In the event that false statements are made, GreyHame Ltd reserves the right to exclude such persons from its lists of users, after formal and not accepted invitation to auto correction.

## APPLICABLE RULES OF LAW AND PLACE OF JURISDICTION

31) These General Conditions of Sale and the Contract are governed by Maltese law, except as provided for in the 1980 Vienna Convention.

32) Any dispute arising out of the application of these Terms or the Contract shall be subject to the jurisdiction of the Maltese court, as provided by the applicable Maltese law.

## COPYRIGHT AND TRADE MARK

\*We declare that all the contents of the site [www.greyhameltd.com](http://www.greyhameltd.com):

Such as texts, files, charts, information present within the pages of the site, graphic elements, HTML, logo, keys, icons, images, graphics, audio-video tracks, compilation (meaning collection, arrangement and assembly), all software, source codes, application projects, formulas, algorithms, databases, etc. , used on the site are considered to be the exclusive property of GreyHame Ltd or its content and product providers. The user may not modify, duplicate, distribute, transmit, reproduce, publish, license, create derivative works, transfer or sell information, software, products or services obtained from this website even in the absence of profit if not authorized.

Da inserire in versione ita

.= prima di effettuare ordini di prodotto e/o servizi da soggetti diversi dal venditore, il cliente è invitato a leggere le loro condizioni di vendita.