

## PROMAR™ SALES TERMS & CONDITIONS

### Art.1 Introduction

1.1 Promar™ is a trademark of Raymar Srl - Leader in Marine Entertainment Solutions (here-below simply referred to as "Raymar")

1.2 These Terms & Conditions apply to all Promar™ products and/or to related services provided to any extent by Raymar.

1.3 These Terms override any other special provision and/or waiver and/or change unless specifically agreed upon in writing between Raymar and the purchaser (here-below referred to as "CLIENT").

1.4 Any written and/or verbal commitment made by agents, distributors and/or consultants in any course of dealing, are not binding for Raymar unless otherwise confirmed by proper documentation duly approved and undersigned by Raymar.

### Art.2 Orders

2.1 Orders received from the CLIENT bear the relevance of an irrevocable proposal for a period of thirty (30) days.

2.2 A binding contract will only be formed upon Raymar issuing an Order Confirmation in writing as its formal acceptance of an order. Raymar may in its sole unchallengeable discretion accept or reject orders.

### Art.3 Object of the order

3.1 The CLIENT is responsible for checking on the validity of the price list and clearly indicate the products to be part of the order. To such aim, either the item code or its description may be used as appears on current Promar™ Price Lists, remaining however understood that such lists, as well as all catalogues, documents and promotional material published by RAYMAR have merely indicative value and they will in no way become part of the order, unless expressly referred to and accepted by RAYMAR.

### Art.4 Prices

4.1 The price list of Promar™ does not constitute any kind of offer, it is pure indicative and it can be modified unilaterally from Raymar without notice.

4.2 All prices are in Euros, net of V.A.T. , shipping and insurance.

### Art.5 Delivery

5.1 Sales are intended ex warehouse of RAYMAR (Viareggio LU Italy) and it is understood that in any case the cost of shipping and insurance as well as the risk of loss or damage in transit is to be borne by the purchaser

5.2 Except otherwise agreed upon in writing on the order, Raymar freely select the carrier. It remains understood that even in such eventuality the CLIENT will bear all shipping costs and risks. Otherwise, the CLIENT must collect the goods at Raymar warehouse within and not beyond 5 (five) working days from the delivery date specified in the relevant order. After such date, Raymar may charge for all insurance, storage and other incidental expenses at its prevailing rates (5 % of the agreed price for each week of delay). After 30 (thirty) days, Raymar will have the right to sell said products.

5.3 All shipping costs and risks, including storage expenses at carrier premises, will be exclusively borne by the CLIENT in the following events: the CLIENT does not accept delivery, CLIENT is not available during working days and working hours; the carrier fails to deliver, the CLIENT refuses to carry out the payment as per agreed terms and conditions, in case of C.O.D.

5.4 In any case Raymar retains the right to proceed to partial deliveries, unless otherwise specified in the order.

### Art.6 Claims and returned products

6.1 Upon receipt of merchandise, the purchaser must inspect for shipping damages and item conformity to the order.

6.2 Any claim for product conformity, quantity and/or any visible or concealed damage should be filed upon receipt of merchandise and reported in writing to Raymar no later than 8(eight) days after the receipt of goods

6.2 Products can only be returned after approval. Items returned without a duly issued Return Authorization Number (RA#) will be refused.

#### 6.4 Returned Product Policy

- All product irregularities must be notified no later than 8 (eight) days after receipt of goods.
- Except otherwise agreed upon in writing, no products will be accepted if returned for no sale. If specifically agreed upon, the returned products will be accepted only for item exchange and not for refund. Please follow the RA# procedure.
- Items object of promotion cannot be returned.
- Raymar will process the return authorization requests and issue a return authorization number (R.A.#).
- Returned products must be shipped EXW Raymar warehouse no later than 10 days after RA# being issued .
- If per specific agreement products are returned for no sale, they must be shipped properly packed in the original packing material and must include all items shipped with the product. If returned material is damaged in shipment due to improper packing, the damaged material will be returned to you freight collect in the condition it was received.
- Items returned without a duly issued RA# will be refused. Should the warehouse accept products without RA#, the items will remain property of the client and will not be covered by insurance.

### Art.7 Warranty

7.1 The manufacturer warrants to the original purchaser that the product(s) comply with description and technical specifications at the time of shipping and will be free from defects in materials under normal use of the product for a period of 24 months from the date of original purchase.

7.2. Promar™ product(s) are covered by a 24 month (2 years) full replacement Warranty from the date of original purchase. The Warranty shall be valid only by filing a regular claim in writing as per art. 6.2.

7.3. For in-warranty services, product(s) must be returned prepaid insured, along with proof of purchase, in the original shipping container or its equivalent to the address shown on the Warranty registration card This warranty does not include service or parts to repair damages caused by accident, misuse, abuse, negligence, inadequate packing or shipping procedures, voltage in excess of the rated maximum of the unit, not directly attributable to defects in materials or service or repair or modification of the Product(s) which has not been authorized by the manufacturer.

### Art.8 Terms of Payment

8.1 Payments, unless otherwise agreed upon in writing by Raymar, are accepted via bank transfer, valid credit card or in cash. Raymar reserves the right to change the terms of payment at any time.

8.2. It is unchallengeable faculty of Raymar to suspend all orders that shall eventually exceed the value of trust granted by Raymar in writing.

### Art.9 Patents, trademarks and signs

9.1 the CLIENT expressly acknowledges that Promar™ trademark, its graphic composition and the Know How of supplied products constitute object of intellectual and industrial property of Raymar.

9.2 Without Raymar written approval, the CLIENT can in no event use, delete, remove any sign related to patents, trademarks and business signs applied by Raymar on supplied products.

9.3 It is in any case expressly prohibited to copy any Promar™ product either delivered and/or made available by Raymar without its previous written authorization .

### Art.10. Governing Law

The Court of Lucca (LU) Italy shall be competent for any disputes that may arise.

### Art.11. Validity

11.1 These Terms & Conditions are subject to change without notice and will be effective on the day of their publication on company's websites.

Promar™ is a trademark of Sitep Yachting Srl

Headquarter: Via Vincinella, 14 - 19035 S. Stefano Magra (SP) Italy • Offices and warehouse: Via Libeccio Z.I. Comparini 55049 Viareggio (LU) Italy

P.IVA/ CF: 01300050117

Ph.: +39 (0)584-564768 / fax: +39 (0)584-564761

Order Toll Free Number: 800 943 003 • Technical Assistance: 199 353 199 email: raymar@raymar.it • website: www.raymar.it