



TERMS AND CONDITIONS OF SALE – TEAM MARATHON SSDRL

1. GENERAL INFORMATION

These General Terms and Conditions of Sale ("General Conditions") govern the purchase of products offered by **Team Marathon SSDRL**, with registered office at **Via Santa Teresa 3, 10121 Turin, Italy** (hereinafter respectively referred to as the "Products" and the "Seller"), carried out remotely by Consumers through the partner website www.endu.net (the "Website") in connection with the **FIAT Torino City Marathon** event (the "Event").

For the purposes of these General Conditions, a **Consumer** means any individual purchasing Products for purposes unrelated to any business, commercial, craft, or professional activity.

It is understood that if the purchase is made by a person who is not a Consumer, the following shall not apply, among other things:

- (i) the special warranty referred to in Article 6 below;
- (ii) the right of withdrawal referred to in Article 8 below;
- (iii) all special forms of protection provided under the Italian Consumer Code;
- (iv) any other consumer protection rights established by applicable legislation.

Order management activities, Product delivery, handling of complaints, withdrawals and refunds shall be managed by the Seller together with its suppliers and appointed service providers, including **Endu S.r.l.**, Via Falcone 30/A, 43121 Parma, Italy, the company operating the Website.

2. PRODUCTS

The Products are sold with the characteristics described on the Website and in accordance with these General Conditions.

The Seller declares that the Products comply with the requirements set forth in Article 129 of the Italian Consumer Code.

Prices, Products offered for sale, and their characteristics may be subject to change without prior notice.

Consumers are therefore invited to verify the final sale price before placing an order for any Product.



3. CONCLUSION OF THE CONTRACT AND ACCEPTANCE OF THE TERMS OF SALE

In order to purchase Products, the Consumer must carefully read and accept these General Conditions.

The purchase order submitted by the Consumer through the Website and the subsequent confirmation constitute a binding contract and are governed by these Terms of Sale, which the Consumer declares to have read, understood and accepted in full without reservation.

Products displayed on the Website may be purchased by selecting the desired Products and adding them to the virtual shopping cart.

To complete the purchase, the Consumer will be required to:

- (i) register on the Website by providing the requested information, if not already registered; or
- (ii) log in if already registered.

After carefully reviewing the Terms of Sale, the Consumer confirms acceptance by submitting the order, which will then be transmitted to the Seller.

The Consumer will also be asked to select one of the available payment methods.

If payment is made by credit card, the Consumer will be redirected to a secure website and credit card information will be transmitted directly to the payment processing provider.

The security of the device used for the purchase remains the sole responsibility of the Consumer.

In particular, Consumers are advised to:

- use security software such as antivirus programs, personal firewalls, and Host Intrusion Detection Systems (HIDS);
- keep operating systems and installed applications updated;
- protect access to their devices through secure passwords, screen locks, and other security measures.

The Consumer acknowledges and accepts the security procedures relating to payment methods and releases the Seller from liability for issues occurring despite the adoption of such security measures.

The Seller accepts the order when it sends an email confirmation to the Consumer, using the email address provided during registration, including a summary of the order and the purchase price.

If requested during the ordering process, an electronic invoice will be issued by the Website.



DELIVERY, PRICES, WARRANTY AND RIGHT OF WITHDRAWAL

4. DELIVERY OF PRODUCTS

The Website indicates the availability of Products at the time they are offered for sale. However, the Consumer acknowledges that such information is provided for guidance only and is not binding on the Seller.

Unless otherwise specified in the Product description, Products shall be delivered during the opening hours of the collection point located at the Event Expo. Where a different delivery method is specified, the Seller shall make every reasonable effort to comply with the indicated delivery times. The Seller shall not be liable for delays that are unforeseeable or beyond its control.

Should an order not be fulfilled due to the temporary or permanent unavailability of a Product, the Seller shall inform the Consumer within 48 hours and refund any amounts already paid by the Consumer.

The Consumer undertakes to collect the purchased Products at the Event Expo within the deadline communicated by the Seller. If collection is not completed within such deadline, the Products shall be stored at:

Team Marathon SSDRL

Via Santa Teresa 3
10121 Turin, Italy

The Seller will notify the Consumer of the availability of the Products and provide instructions for collection.

Without prejudice to the foregoing, where delivery fails due to the Seller's responsibility, the Consumer may request delivery within an additional period appropriate to the circumstances. If delivery is not completed within such additional period, the Consumer shall be entitled to terminate the contract pursuant to Article 61 of the Italian Consumer Code, without prejudice to any right to claim damages.

Acceptance of delivery without reservations or objections shall constitute acknowledgement that the delivery complies with the Order in terms of quantity, type and packaging.

Any additional warranties provided by law shall remain unaffected.

5. PRICES, TAXES AND DUTIES

The price of the Products shall be the price displayed on the Website at the time the Consumer places the order.

Any customs duties, taxes, import charges or other fees applicable after delivery shall be borne exclusively by the Consumer, who shall have no right to raise any claim against the Seller in relation thereto.



Consumers are encouraged to consult the competent authorities in their country of residence or destination in order to obtain information regarding customs duties, taxes or charges that may apply to the Products.

6. LEGAL WARRANTY OF CONFORMITY, REPORTING OF DEFECTS AND WARRANTY CLAIMS

Pursuant to Directive 2001/95/EC and Legislative Decree No. 206/2005 (Italian Consumer Code), the Seller guarantees that the Products shall be free from design and manufacturing defects and shall conform to the descriptions published on the Website for a period of **two (2) years** from the date of delivery to the Consumer.

The Legal Warranty applies where defects of conformity become apparent within twenty-four (24) months from the date of delivery of the Product.

Any action brought by the Consumer to enforce the Legal Warranty shall expire twenty-six (26) months after delivery of the purchased Product.

The Seller shall evaluate any defects or lack of conformity promptly reported by the Consumer and, where appropriate, provide repair, replacement or any other remedy required by applicable law.

Products authorized for return must be sent back by the Consumer together with a copy of the return authorization communication containing the return code within thirty (30) days from the notification of the defect or non-conformity.

In the event of defects or lack of conformity, the Consumer shall be entitled to restoration of conformity through repair or replacement of the Product, or to the alternative remedies provided under Articles 135-bis, 135-ter and 135-quater of the Italian Consumer Code.

The Legal Warranty shall not apply to Products that have been repaired, modified or altered by the Consumer, nor to defects resulting from improper use or use inconsistent with the intended purpose of the Product.

7. LIABILITY FOR DEFECTIVE PRODUCTS

With regard to damages caused by defective Products, the provisions of **Directive 85/374/EEC**, as implemented in Italy by Presidential Decree No. 224/1988 and the Italian Consumer Code (Legislative Decree No. 206/2005), shall apply.



8. RIGHT OF WITHDRAWAL

The Consumer has the right to withdraw from any contract concluded under these Terms of Sale without providing any reason and without penalty within **fourteen (14) days** from the date of delivery of the Product.

To exercise the right of withdrawal, the Consumer must send an explicit declaration to:

iscrizioni@torinocitymarathon.it

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The communication must clearly indicate the intention to withdraw from the purchase and identify the Product(s) concerned.

The Consumer will subsequently receive confirmation of the withdrawal together with instructions for returning the Product.

The direct costs of returning the goods shall be borne by the Consumer.

In the event of withdrawal, all payments received from the Consumer, including delivery costs, shall be refunded within fourteen (14) days from the exercise of the withdrawal right, subject to receipt of the returned Products by the Seller.

The right of withdrawal shall not apply in the cases provided for under Article 59 of the Italian Consumer Code, including:

- sealed goods opened after delivery for hygiene or health protection reasons;
- customized or personalized goods;
- goods liable to deteriorate or expire rapidly;
- services fully performed with the Consumer's prior consent
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INTELLECTUAL PROPERTY, PRIVACY, SECURITY, GOVERNING LAW AND COMMUNICATIONS

9. INTELLECTUAL PROPERTY RIGHTS

The Consumer acknowledges and agrees that all trademarks, names, distinctive signs, denominations, images, photographs, texts, graphics and any other content used on the Website or relating to the Products are and shall remain the exclusive property of the Seller and/or its licensors.

Access to the Website and/or purchase of the Products shall not grant the Consumer any rights whatsoever over such intellectual property.

The contents of the Website may not be reproduced, either wholly or partially, transferred by electronic or conventional means, modified, distributed, or used for any purpose whatsoever without the Seller's prior written consent.



The Consumer may, at their discretion, request repair, price reduction, or termination of the Contract where a lack of conformity arises from the infringement by the Manufacturer of third-party intellectual property rights.

10. CONSUMER DATA AND PRIVACY PROTECTION

In order to register, place an order and conclude a contract under these Terms and Conditions, the Consumer is required to provide certain personal data through the Website.

The Consumer acknowledges that the personal data provided shall be collected and processed by the Seller and/or its data processors and commercial partners in compliance with:

- Italian Legislative Decree No. 196/2003, as amended;
- Regulation (EU) 2016/679 (GDPR).

Such data shall be processed for the purpose of fulfilling purchases made through the Website and, subject to the Consumer's consent, for any additional activities described in the privacy notice made available during registration.

The Consumer declares and warrants that all information provided during registration and purchase is accurate and truthful.

The Consumer may update and/or modify their personal data at any time by contacting:

iscrizioni@torinocitymarathon.it

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11. SECURITY

Although the Seller adopts appropriate measures to protect personal data against loss, misuse, alteration and unauthorized access, due to the nature and technical limitations of Internet communications, the Seller cannot guarantee that information displayed on the Website, even after authentication (login), will not be accessed or viewed by unauthorized third parties.

With regard to credit card payment data, the Seller relies on specialized payment service providers that employ advanced technological systems designed to ensure maximum levels of reliability, security, protection and confidentiality in the transmission of information over the Internet.



12. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

Any sales contract concluded between the Seller and Consumers under these Terms and Conditions shall be governed by and interpreted in accordance with Italian law, and in particular:

- the Italian Consumer Code;
- Legislative Decree No. 70 of 9 April 2003 concerning certain aspects of electronic commerce.

Nothing in these Terms shall prejudice any mandatory rights granted to Consumers under the laws of their country of residence.

In the event of disputes arising out of or in connection with these Terms and Conditions, the Consumer may bring proceedings before:

- the court of their place of residence or elected domicile; or
- the court having jurisdiction over the Seller's registered office.

Any legal action brought against the Consumer shall be filed before the court of the Consumer's place of residence or elected domicile.

For all other disputes between the Consumer and the Seller, the **Court of Turin (Foro di Torino)** shall have exclusive jurisdiction.

13. COMMUNICATIONS

Upon submission of a purchase order, the Consumer acknowledges that all communications from the Seller shall be sent to the email address provided by the Consumer during the ordering process.

Unless otherwise specified, all communications relating to the purchase of Products shall be sent to:

iscrizioni@torinocitymarathon.it

Subject: MERCHANDISING

14. VERSION OF THE TERMS AND CONDITIONS

Each purchase of Products shall be governed by the version of these Terms and Conditions published on the Website at the time the order is received by **Team Marathon SSDRL**.

The Seller reserves the right to amend these Terms and Conditions at any time, at its sole discretion and without prior notice to Website users.

Any amendments shall become effective upon publication on the Website and shall apply to sales completed from that date onwards.

