

Terms and Conditions

28/03/2022

These terms and conditions (hereinafter referred to as the "**Terms**") apply to all purchases of Biomedical Kits (hereinafter the "**Products**") sold through the website "InGeno" (hereinafter the "**Site**") as operated by the company InGeno s.r.l, with registered office in Viale Luigi Majano 28 (hereinafter the "**Company**").

Whoever makes a purchase through the Site (hereinafter the "**Purchaser**") agrees to be bound by these Terms. **The Site is intended exclusively for those who are final consumers (individuals who purchase for purposes not related to their own entrepreneurial, commercial or professional activity, professional activity, if any).**

N.B: In the event that the Purchaser does not fall within the category of final consumer, he/she is requested to contact the Company at the e-mail address info@ingeno.it to receive information on the different purchase conditions applied.

The Purchaser may not use the Site from a browser which, by its nature or by additional applications, blocks the advertisements provided by the Site.

The Purchaser must be at least 18 years old to perform actions on the Site. In the event the age requirement is not met, the Company shall not be liable for the resulting actions or omissions without the supervision of those with parental responsibility.

If you have any questions or information regarding the Terms please contact us by email at info@ingeno.it.

1. Properties

1.1. The Site is exclusive property of the Company and all rights not granted to Purchasers in these Terms are reserved to the Company itself.

2. Products

2.1. The Company sales, through its Site, Products in particular kits in the biomedical field that allow in-depth genetic analysis by combining DNA tests with proprietary algorithmics; in this way it is able to propose personalised solutions to the health, beauty and wellness problems. Consequently, such kits can be related to different areas: skin, food and hair.

2.2. The sample can be by way of example, but not limited to: a biological, skin and/or saliva.

2.3. For this purpose, it is specified that the Purchaser has the right to select such Products individually and/or to combine them with each other, by filling in a special form on the Site.

2.4. The Products may alternatively be i) produced and sold directly by the Company, ii) purchased from third parties and subsequently processed and sold by the Company or iii) purchased from third parties and sold on the Site under the original brand name.

3. Availability, errors and inaccuracies

3.1. The images and informative texts of the Products are constantly updated, but the Company does not guarantee the correctness, accuracy and completeness of the information. The Company reserves the right to change the images and texts of the Products without any obligation to notify the Purchaser.

3.2. The Purchaser accepts that the offers and Products on the Site are not capable of attracting legal consequences and do not constitute an offer to the public. The Purchaser further accepts that in the event of an erroneous indication of the price of the Products, the

Company shall notify him of the price change and the Purchaser may accept it or not: in the latter case the Purchaser who has already made the payment will be refunded.

4. Purchase modalities

4.1. The Purchaser who intends to use the services provided must fill in on the Site, providing truthfully and correctly, all the data requested in the specific form containing personal and contact details in order to purchase the Product and receive it at home.

4.2 The data required by the form shall be: name, surname, tax code, email address, telephone number, address and street address, as well as all the data relating to the payment method used for the purchase of the Product duly selected within the site.

4.3. When selecting the Product, it shall be strictly necessary to indicate the shipping address, useful for sending the material and for collection when the Site. The Purchaser may indicate any shipping address, regardless of whether they residence, domicile and/or whether it belongs to another person.

4.4. The purchase order is closed after the payment, via PayPal, relating to his purchase.

4.5. After payment, the Company shall issue a purchase confirmation.

4.6. The Purchaser is required to verify the correctness of the information entered during the purchase phase and to notify the Company of any inaccuracies he/she discovers subsequent to this phase.

5. Shipment and Delivery

5.1. The Company, after the purchase confirmation, shall ship the Products.

5.2. The Company is free to choose the shipping method it deems best for the Product. The Site also bears the shipping costs and in no way will it request said amount from the Purchaser.

5.3. The Site is responsible for the correctness of the shipment and shall be liable for any damage due to delay or damage due to the product arriving at its destination defective and/or damaged.

6. Authenticity and Intellectual Property

6.1. The Company guarantees the authenticity of all Products purchased on the Site.

6.2. All intellectual property rights such as, but not limited to, trademarks, logos, trademarks ofform, drawings and models, images, photos, fonts, designs, music, videos, software, codes and scripts displayed on the Site are subject to intellectual property rights and are the exclusive property of the Company.

6.3. In this sense, the Purchaser acknowledges that said rights are and remain the exclusive property of the Company and that the use of the Company's intellectual property described above is subject to the Company's authorisation by the Company itself.

6.4. The material contained in the Site is protected by copyright. No page or content of this Site may be reproduced, even partially, transferred by electronic or conventional means, modified, or used for any purpose whatsoever without prior and express written authorisation.

6.5. The Purchaser therefore undertakes to respect these rights and not to compromise in any way their exercise by the legitimate owners. The Company reserves the right to terminate the accounts of Purchasers who violate the Company's proprietary rights.

7. Limitation and Exclusion of Liability

- 7.1. The Company shall in no way be held liable for defects and/or damages arising from the Products and on the Products on the Site. Since these Products were bought by the Company from third parties and subsequently offered for sale through the Site. Consequently, the sellers are solely responsible for defects and/or damages, as it is up to them to guarantee the integrity and functionality of the individual Product and undertake to indemnify the Company against any claim by Purchasers or third parties.
- 7.2. The Company makes no representations or warranties regarding the accuracy, completeness, correctness, authenticity, compliance with the law of the contents and materials present on the Site and does not assume any type of responsibility for them.
- 7.3. The Company offers no guarantee that the information published on its Site complies with the laws of the jurisdiction in which the Purchaser resides. Access to the Site from countries where its contents are considered illegal is expressly prohibited. The Purchasers who decide to access the Site from such countries shall be solely responsible for compliance with the laws applicable to them.
- 7.4. The Company is extraneous to any negotiations or disputes that may arise between Purchasers and third parties. In the event of a dispute, the Company, its officers employees, representatives from claims, damages and demands of any kind, known or unknown, suspected or unsuspected, disclosed or confidential, arising directly and/or indirectly from such disputes.
- 7.5. The Company publishes on its Site all the information useful to provide a punctual and reliable service to its Purchasers or possible Purchasers, however it declines all responsibility for any possible inaccuracies or misprints and reserves the right to make the appropriate changes and corrections to the Site at any time and without prior notice.
- 7.6. The Company assumes no responsibility, and cannot be held liable, for any damage or virus infection to the Purchaser's computer or other devices as a result of his access, use or exploration of the Site.
- 7.7. The Company does not offer to the public, a recommendation to purchase, or mediation or brokerage.
- 7.8. The Company shall not be liable in the event of total or partial non-performance of its obligations of the Company under any contract concluded under these Terms, if such non-performance is caused by unforeseeable events and/or natural events beyond its reasonable control, including but not limited to natural events catastrophic, acts of terrorism, war, popular uprising, power failure, general strike of public and/or private workers, strike and/or restrictions on courier traffic and air connections.
- 7.9. The Company reserves the right to report to the competent authorities any orders placed in name other than that of the Purchaser. The Company also reserves the right to cancel orders and notify the competent authorities if there is any suspicion of possible fraud.

8. Protection of minors

8.1. The Company does not operate or supply Products to minors and, in any case, does not operate or supply Products to children under the age of 14, and does not knowingly collect information from such individuals.

8.2. If the Purchaser finds the Site in any way offensive or disrespectful to such persons, the Company requests to be contacted immediately in order to analyze the details of what has been reported and take action as soon as possible.

9. Final Provisions

9.1. If there is a material change to these Terms, the Company shall notify the Company within 30 days prior to the actual change. Any such amendment shall be deemed to have been accepted if i) the Purchaser makes a Purchase of a Product after the amendment to the Terms or ii) the Purchaser makes no objection and keeps its registration active after the aforementioned 30-day period.

9.2. The Company's failure to exercise one or more of its rights under these Terms shall not constitute a waiver or limitation thereof.

9.3. If one or more of the provisions of the Terms are invalid or ineffective, this shall not affect the other provisions of the Terms. The same shall apply in the event of a dispute and, in addition, the provision may become valid or effective again if appropriate limits during the dispute by the adjudicating body.

9.4 Any provision of these Terms that, by its nature, should persist in the event of termination shall survive the same, including, without limitation, provisions relating to ownership, warranties, indemnity and limitation of liability.

10. Applicable Law and Dispute Resolution

10.1. These Terms are governed by Italian law, with specific reference to the Code of Consumer Code, Legislative Decree no. 21/2014 and Legislative Decree no. 70/2003 on electronic commerce.

10.2. The provision of the service and the use of this Site are governed exclusively by the regulatory provisions referred to in the preceding paragraph even if partially performed abroad and in the presence of other connecting criteria.

10.3. In the event of a dispute arising out of or in connection with these Terms, the Company undertakes to resolve it in consultation with the Purchaser in accordance with the principles of cooperation and good faith.

10.4. If the Company and the Purchaser do not reach an agreement to resolve the dispute arising, said dispute may be resolved in the following ways file a complaint with the ODR platform referred to in European Regulation No. 524/2013 at this link

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=IT>, or bring an action before the court having territorial jurisdiction in relation to the residence or domicile of the Purchaser.

Payment and Shipping

28/03/2022

1. Prices and payments

1.1. Payments will be made in Euro (€), as the official currency of the Site, through:

PayPal (here the link to the terms of use:

<https://www.paypal.com/it/webapps/mpp/ua/legalhubfull>); or

through major credit cards with master secure code or similar; or

1.2. bank transfer, IBAN: IT49U050340169300003142 made out to Ingeno srl.

1.3. In the case of payments through PayPal, this adopts technological systems to ensure the highest levels of reliability, security, protection and confidentiality in the transmission of information via web and the Company will not have access to the data relating to said payments.

1.4. The Purchaser acknowledges that there may be additional costs and/or charges determined by States (such as, by way of example, customs duties) and that these shall be borne by the Purchaser itself in the event that they are discovered subsequent to purchase.

2. Shipping

- 2.1. The Products are available for shipment in Italy. The Company does not ship to post offices and undelivered packages will be returned to the Company's warehouse.
- 2.2. Shipments shall be made by agreed courier service, shall be accompanied by an e-mail alert service and, following the Company's entrusting of the shipment to the courier by the Company, the Purchaser shall interface directly with the latter in order to know the developments.
- 2.3. Shipping within the Italian territory is free of charge
- 2.4. For each Purchase, the Company shall issue an accompanying invoice that shall be attached to the shipment and shall have the value of proof of purchase and transport document.
- 2.5. Orders and shipments are made on working days (in the case of public holidays or closing days, these shall be made on the first working day).
(In the case of public holidays or closing days, these shall be made on the first available working day).
- 2.6. The Company is not liable for damage, loss or delays after the Products have been delivered to the carrier due to force majeure.
- 2.7. The Purchaser undertakes to check within 5 working days that the delivery corresponds to what was purchased and to communicate any differences to the Company. The Purchaser has the right not to accept the delivery or to accept it with reservation if the delivery is visibly damaged.
- 2.8. The Purchaser shall be liable for unsuccessful deliveries resulting from his own fault (e.g. incorrect information, failure to collect). In such cases, the costs incurred by the Company for the incorrect shipment shall be borne by the Purchaser .
- 2.9. Purchaser shall make a careful assessment of the integrity of the shipment before the withdrawal and, should the package present any breakages or anomalies, the Purchaser is required to collect the shipment by signing the WITH RESERVE clause: only in this way will damaged shipments be replaced.
- In any case, it is important for the Purchaser to acquire photographic documentation before opening the package and send it later to the Company in the event of an exchange request, as well as any photographic documentation for damage to the items contained in the parcel.

Withdrawal and Exchange of Products

28/03/2022

1. Withdrawal

- 1.1. The Purchaser may withdraw within 14 days of receipt of the goods (in the case of multiple goods from the day of receipt of the last good) without any penalty and without any justification, only in the event that the Product's packaging is unaltered and shows no signs that compromise the integrity and hygienic characteristics of the Product. For exercising the right of withdrawal, the Purchaser may send an email to segreteria@ingeno.it or follow the procedure set out in the following point.
- 1.2. Following the correct exercise of the right of withdrawal, the Purchaser will be refunded of the purchase by bank transfer, PayPal or credit card (the refund method will be the same as that used for payment).
- 1.3. Furthermore, the Purchaser is informed that the Company shall bear the costs of return in the event of withdrawal; will not reimburse any additional costs if the Purchaser has chosen a type of delivery other than the least expensive type offered by the Company; may withhold the refund until it has received the goods or until the Purchaser has demonstrated that he has returned the goods (whichever is sooner).

1.4. The Purchaser shall return the Product no later than 14 days from the date of notice of withdrawal.

2. Procedure and shipping costs for withdrawals and exchanges

The procedure for withdrawals and exchanges is as follows

Write to **info@ingeno.it** requesting the exchange or withdrawal and specifying the reason.

2.1. The exchange procedure shall be deemed to have been properly exercised if the Product is intact, unused or undamaged, including the original packaging, labels and protective stickers intact.

2.2. The Company reserves the right to assess the integrity of the returned Product and assumes no liability for any Products lost during the delivery of returns.

2.3. The Purchaser, in connection with both withdrawal and exchange of Products, shall be liable for the diminution in value of the returned Product if it is damaged, not complete with all its main elements and accessories: in this case the refund shall be equal to the value residual value of the Product. For this reason, the Purchaser is invited to return the Product in a wrapping that preserves its integrity and protects it during transport.

2.4. If, on the other hand, the Purchaser has received a Product that is incorrect, incomplete, defective or damaged, the latter shall be entitled to a refund or replacement by submitting suitable photographic documentation. The Company reserves the right to inspect the Product.