GENERAL CONDITIONS OF USE

Art. 1 - Purpose
These general conditions of use represent the access and use of the Solarelit site, accessible through the url: www.solarelit.it, (henceforth the "owner"), are activities regulated by these general conditions of use.

2. This site is owned by:
Registered office: Via Aurelio Saffi 21, 20123 Milan - Italy
VAT No.: 05823910962
Registered with the REA, number 1851395

Access to the site and its use, presupposes the reading, knowledge and acceptance of these general conditions of use.

Art. 2 - Changes to the conditions of use.
The owner may modify or simply update, in whole or in part, these general conditions of use. Changes and updates to the general conditions of use will be notified to users on the Home page as soon as they are adopted and will be binding as soon as they are posted on the website in this same section. Access to and use of the site presuppose the user’s acceptance of these conditions of use.

Art. 3 - Intellectual property
The content on the website, such as, by way of example, the works, images, photographs, dialogues, music, sounds and videos, documents, drawings, figures, logos and any other material, in any format, published on the website itself, including menus, web pages, graphics, colors diagrams, tools, fonts and design of the site, diagrams, layouts, methods, processes, functions and software that are part of the site, are protected by copyright and any other intellectual property rights of the owner or any third parties contracted by the same. Reproduction, in whole or in part, in any form whatsoever, of the site and its contents is prohibited without the express written consent of the owner.

The user is only authorized to view the site and its contents by taking advantage of the related services available therein. The user is, in addition, authorized to perform all those other temporary acts of reproduction, devoid of their own economic significance, which are considered transient or ancillary, integral and essential part of the same viewing and enjoyment of the Site and its contents and all other operations of navigation on the Site that are performed only for a legitimate use of the same.

The user is in no way authorized to perform any reproduction, in any medium, in whole or in part of the Site and its contents. Any act of reproduction must be, from time to time, authorized by Solarelit or, if necessary, by the authors of the individual works contained in the site. However, such reproduction operations must be carried out for lawful purposes and in compliance with copyright and other intellectual property rights and the authors of the individual works contained in the site.

Art. 4 - Use of the site and responsibility of the user
Access to and use of the site, viewing the web pages, including communication with the owner, constitute activities conducted by the user exclusively for personal use unrelated to any commercial, entrepreneurial and professional activity.

The user is personally responsible for the use of the site and its contents. In fact, the owner will not be held responsible for the use not in accordance with the laws in force, of the website and its contents by each of its users, except for liability for willful misconduct and gross negligence. In particular, the user will be the one and only person responsible for the communication of information and data that are incorrect, false or related to third parties, without their consent, as well as in consideration of their incorrect use.

Any material downloaded or otherwise obtained through the use of the service is at the user’s own choice and risk, so any liability for any damage to computer systems or loss of data resulting from downloading operations falls to the user and cannot be imputed to the owner.

The owner disclaims any liability for any damage resulting from the inaccessibility to the services on the site or any damage caused by viruses, damaged files, errors, omissions, service interruptions, deletion of content, problems related to the network, providers or telephone and/or telematic connections, unauthorized access, alteration of data, failure and/or malfunction of the user’s own electronic equipment.
The user is responsible for the safekeeping and proper use of his/her own personal information, including credentials that allow access to reserved services, as well as for any harmful consequence or prejudice that may arise against Solarelit or third parties as a result of the incorrect use, loss, theft of such information.

Art. 5 - Disclaimer of Liability
As indicated above, the owner performs with the utmost diligence the care and maintenance of the site and its contents, however, assumes no responsibility for the correctness, completeness and timeliness of the data and information provided on the site or on the sites linked to it. Any liability for errors or omissions arising from the use of the data and information on the site must therefore be excluded.

The owner disclaims all liability, including the presence of errors, correction of errors, the responsibility of the server hosting the site, it is also not responsible for the use of the information contained, its correctness and reliability. Under no circumstances, including negligence, shall the owner be liable for any direct or indirect damage that may result from the use, or inability to use, the materials on the site.

Art. 6 - Limitations on service delivery
The owner shall not be held liable for damages resulting from failure to provide the service due to the malfunction or failure of electronic means of communication due to causes beyond the sphere of its foreseeable control. By way of example, but not limited to, the malfunctioning of servers and other electronic devices including those that are not an integral part of the Internet network, malfunctioning of installed software, computer viruses on the possible presence of viruses or other harmful and damaging computer components, as well as from the actions of hackers or other users with access to the network. The user therefore agrees to indemnify and hold harmless the owner from any liability and/or claims in this regard.

Art. 7 - Links to other sites
The site may contain hyperlinks to other websites that have no connection with it. The owner does not control or monitor of such websites and therefore does not guarantee in any way their content or data management. The user should therefore carefully read the conditions of use of the third party sites visited and their privacy policies, as these conditions of use and privacy policy refer only to this site.

Art. 8 - Links in other web pages
This site can also be reached through third party sites where there will be a link or banner to access the site.

The activation of links on third party sites to the present site is possible always and when it is not detrimental to the present conditions of use.

The activation of unauthorized links will legitimize the owner to act for the immediate deactivation of the illegitimate links and for the possible recognition of the related commercial practice or unfair competition or action to the detriment of the good name and reputation of the owner, its services and the companies of the same group. The activation of deep hypertext links (such as deep frames or deep links) to the Site or the unauthorized use of meta-tags is in any case prohibited.

Art. 9 - Trademarks
All trademarks and distinctive signs on the site, including those relating to individual activities carried out by the owner, are the exclusive property of the owner himself or of the companies referring to him.

The owner has the right to make exclusive use of the aforementioned trademarks. Therefore, any use that is not permitted, unauthorized and/or does not comply with the law is strictly prohibited and carries legal consequences. It is in no way permitted to use said trademarks and any other distinctive sign present on the site to take unfair advantage, even indirectly, of the distinctive character or renown of the owner’s trademarks or in such a way as to cause prejudice to them and their owners.

The domain www.solarelit.it as well as the various declinations and subdomains are the property of the owner. No use, even indirect, is permitted, unless specifically authorized in writing by the holder or holders.

Art. 10 - Data Processing
The user’s data are processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the specific section containing the information pursuant to Art. 13 EU Regulation 2016/679 (Privacy Policy). For more information access the site’s privacy policy at the link: www.solarelit.it/privacypolicy.
Art. 11 - Safeguard clause
In the event that any of the clauses of these general conditions of use should be null and void for any reason whatsoever, this shall in no case affect the validity of and compliance with the other provisions appearing in these general conditions of use.

Art. 12 - Contacts
Any request for information may be sent by e-mail to the following address legal@solarelit.it, by telephone to the following telephone number: +39 024862191, and by mail to the following address: Via Aurelio Saffi 21, 20123 Milan - Italy.

Art. 13 - Applicable law and place of jurisdiction
These general conditions of use are governed by Italian law and interpreted in accordance with it, without prejudice to any different prevailing mandatory rule of the country of habitual residence of the purchaser. Accordingly, the interpretation, execution and termination of the endita general conditions of use shall be subject exclusively to Italian law.

Any disputes inherent and/or consequent thereto shall be settled exclusively by the Italian courts. In particular, if the purchaser qualifies as a consumer, any disputes shall be resolved by the court of the purchaser’s place of domicile or residence according to the applicable law.

These conditions were drafted on 13/03/2023.