

Terms of Use and General conditions of sale

In force since 1 January 2023

The Website www.shop.parametricdesign.ch (hereinafter, the "Website") is the property of **PARAMETRIC DESIGN SAGL**. (hereinafter, "PARAMETRIC DESIGN", "Owner" or "Seller"), VAT No.: CHE -114.499.793 IVA with registered office in Corso San Gottardo 24 Chiasso, Switzerland. registration no.: VHE-114.499.793, Fully paid-up share capital: CHF 20,000.

Any information, support, request or complaint can be forwarded to the Customer Service:

- by email to: contatti@parametricdesign.com
- by phone to the numbers: +41 91 945 31 40

This document can be printed using the print command in the settings of any browser.

Terms of Use of our Website

1. USE OF THE WEBSITE

By using the Website and/or placing orders through it, the user agrees:

1. to use the Website solely for lawful activities;
2. not to place false or fraudulent orders; where there are plausible grounds to believe that such orders are involved, the Controller reserves the right to cancel the order and inform the competent authorities;
3. to provide your email address, postal address and/or other contact details correctly and truthfully. In the same way, the user agrees that this information may be used to fulfil the order ([Privacy Policy](#)).

If the information is not provided in full, it will not be possible to process your order.

By placing an order via this Website, the user declares that he/she has come of age (18 years) and therefore has the legal capacity to enter into binding contracts.

The Owner is not liable for any inconvenience or damage resulting from the use of internet, including interruption of service, external intrusion or presence of viruses or any other incident of force majeure.

2. INDUSTRIAL OR INTELLECTUAL PROPERTY

The domain name of the Website is owned by PARAMETRIC DESIGN. The Website and its elements are the exclusive property of PARAMETRIC DESIGN, the sole owner of the rights of use of the trademark.

The Website as a whole, as well as its individual elements (photographs, texts, videos, logos, etc.), as well as these legal documents, constitute intellectual property rights protected by the Code of Industrial Property Rights and the Copyright Law.

Any total or partial reproduction, downloading, modification or use of the brand, the videos, the logo, and any other element present on this website, for whatever reason and on whatever medium, is strictly prohibited without the prior written consent of PARAMETRIC DESIGN.

General Conditions of Sale

INTRODUCTION

These general and conditions of sale (hereinafter "General Conditions of Sale") regulate the contractual relationship between PARAMETRIC DESIGN and the Customer, concerning the purchase of items marketed through the Website and are made available to users so that they may store and reproduce them.

The recitals and the Terms of Use of our Website are an integral part of these General Conditions of Sale.

Please read them carefully and print them out and/or save them on another accessible durable medium.

Please also read our [Privacy Policy](#) and Cookie Policy [carefully](#).

PARAMETRIC DESIGN is committed to making these documents always usable and up to date. They can be changed or updated at any time and the user undertakes to read them before placing any order.

1. DEFINITIONS

1.1. "Contract" shall mean the distance sales contract, i.e. the legal transaction concerning the products marketed by the Website, carried out at a distance between PARAMETRIC DESIGN and an end user, as part of a distance sales system organised by PARAMETRIC DESIGN, which employs exclusively internet as a distance communication technology. The Contract is regulated by Italian Legislative Decree No. 70 of 9 April 2003, containing the regulation of electronic commerce, as well as by the Italian Civil Code.

1.2. "Customer" or "Purchaser" shall mean exclusively the professional, i.e. the natural person or legal entity acting in the exercise of its entrepreneurial, commercial, craft or professional activity.

1.3. "Order" shall mean the purchase offer that the user sends to PARAMETRIC DESIGN by completing the order procedure described.

1.4. "Products" shall mean the products offered for sale by the Seller through the Website.

2. AVAILABILITY OF THE SALES SERVICE

2.1. WARNING. The sale of the Products is exclusively targeted to those who hold the status of professional, pursuant to Article 3, paragraph I, letter c) of the Consumer Code, understood as a natural person or legal entity acting in the exercise of its entrepreneurial, commercial, craft or professional activity, or its intermediary.

2.2. The Consumer Customer pursuant to Article 3, paragraph I, letter a) of the Consumer Code, who wishes to purchase Products from PARAMETRIC DESIGN must make an express request by sending a communication to the address contatti@parametricdesign.com.

2.3. The sale of Products may be temporarily suspended, without prior notice, for the time strictly required for carrying out the necessary and/or appropriate technical interventions on the platform. PARAMETRIC DESIGN may, at any time, interrupt the provision of the Sales Service if justified security reasons or violations of confidentiality occur.

2.4. LIMITATIONS OF THE SALES SERVICE. In any case, PARAMETRIC DESIGN reserves the right not to accept - from whomever they come from - orders that are unusual in relation to the quantity or frequency of purchases made on the website, and the right not to accept orders coming from (a) users with whom a legal dispute is pending with PARAMETRIC DESIGN or with the direct supplier of the product; (b) users involved in credit card payment fraud; (c) users who have provided identification data that turns out to be false, incomplete or inaccurate.

2.5. FURTHER LIMITATIONS OF THE "PTC" LICENSING SERVICE. In the case of an order relating to a "PTC" licence, there may be impediments imposed by PTC on the particular customer that prevent PARAMETRIC DESIGN from concluding the contract. These impediments are: the Customer falls into the category of "protected accounts" for which only PTC is authorized to sell.

3. SCOPE OF APPLICATION

3.1. With these General Conditions of Sale, PARAMETRIC DESIGN sells and the Customer purchases at a distance, via electronic means, the Products indicated and offered for sale on the Website. They are a mere invitation to make a proposal to purchase products on the Website and not an offer to the public.

3.3. These General Conditions of Sale do not regulate the sale of products or the provision of services by third parties using direct links to the Website through banners or other hypertext/links. PARAMETRIC DESIGN does not control/monitor the Websites that can be consulted via these links. Therefore, under no circumstances may PARAMETRIC DESIGN be held liable for goods or services promised by third parties or for the carrying out of transactions between customers of the Website and third parties.

3.4. The Seller reserves the right to amend, supplement or change these General Conditions of Sale by attaching such changes to offers or to any correspondence sent in writing to the Purchaser. Any amendments and/or new conditions will be in force from the moment of their publication in the relevant section on the Website. For this reason, users are invited to consult the most up-to-date version of the General Conditions of Sale before placing any order. The General Conditions of Sale applied are those in force on the date the purchase order is sent. The user is required to carefully read these General Conditions of Sale, which he/she is permitted to store, reproduce and print on a durable medium, as well as all other information provided, before and during the purchase process.

4. PRODUCTS AND AVAILABILITY

4.1. The Products for sale on this Website consist of software licences, and the Customer expressly acknowledges that the use of such Products is regulated by the relevant terms and conditions of use.

4.2. The Products are those present in the electronic catalogue published on the Website at the time the order is placed by the Purchaser and are described in the relevant information sheets ("Product Sheet"), which illustrate their main characteristics, together with the Technical Data Sheet, Manuals and other materials available in each Product Sheet. The information sheets faithfully reproduce the information provided by the manufacturers of the Products. Therefore, PARAMETRIC DESIGN, reserves the right to change the technical information of the Products in order to adapt it to that provided by the manufacturers, without any prior notice.

4.3. All orders for Products are subject to their availability. The availability of the Products refers to the moment when the Customer consults the Product Sheets and must in any case be considered as an indication since the Website may be visited by several users at the same time, and it may happen that, at the same time, several users place an order for the same product. Therefore, it may happen that the computer system of the Website indicates as available a product that is actually not available because it was sold to others before the order was confirmed. In such cases, the Owner cannot in any event be held responsible for the unavailability of one or more products.

4.4. PARAMETRIC DESIGN may also not be held liable for the temporary or permanent unavailability of one or more Products. In case of unavailability, temporary or otherwise, of the requested products, the Owner undertakes to notify the Customer of this circumstance.

4.5. In case of partial or total unavailability of the Products, even after the Order Confirmation email has been sent, the Customer will be promptly informed by telephone or email. If the product is definitively

unavailable, the purchase contract is understood to be terminated and, if the Customer has already paid the relevant price, PARAMETRIC DESIGN will refund the amount paid. In case of multiple orders, the unavailability of one or more of the Products ordered shall not, however, entitle the Customer to cancel the entire Order.

5. WEBSITE REGISTRATION

5.1. To submit a proposal for the purchase of Products, the User:

- (i) must be a professional, pursuant to Article 3, paragraph 1, letter c) of the Consumer Code, understood as a natural person or legal entity acting in the exercise of its entrepreneurial, commercial, craft or professional activity, or an intermediary thereof;
- (ii) must first have completed the registration procedure described on the Website and received confirmation of account activation by email.

6. ORDER PLACEMENT PROCEDURE

6.1. In implementation of the provisions of Italian Legislative Decree No. 70 of 9 April 2003 on electronic commerce, PARAMETRIC DESIGN informs customers that the proposal for the purchase of products can be formalised by completing the procedure described below, available in Italian, English, French and German, which can always be corrected, modified and cancelled, up to the time the order is sent.

6.2. After authenticated access to the Website, the user must add the desired Products to the shopping cart, complete all the subsequent sections, enter the required information following the instructions and electronically transmit to PARAMETRIC DESIGN the purchase proposal complete with all the required data.

6.3. Order summary: before placing the order, the user will be able to identify and correct any errors that may have occurred while filling in the fields and should read these General Conditions of Sale carefully, print and/or save a copy of them using the print option, or request a copy for personal use. The order summary will show: the products selected, the quantity, the price and the applicable VAT.

6.4. To place an order, the user must click on the "Continue" button, enter the required data, choose the payment method, accept these General Conditions of Sale, and click on "Confirm Order".

6.5. The order shall be deemed to have been sent when PARAMETRIC DESIGN receives the duly completed order form electronically and the order information has been previously verified as correct.

6.6. In case of the purchase of "PTC" Products after the transmission of the order form, the Customer will subsequently be asked to fill out a form to check the absence of the impediments set forth in Article 2.5.

6.7. Order cancellation can only be accepted in the event that the order has not been processed and the Product not yet shipped. A cancellation request may only be made in writing by sending the request by email to: contatti@parametricdesign.com

7. CONCLUSION OF CONTRACT, DURATION AND AUTOMATIC RENEWAL

7.1. Orders are subject to acceptance by PARAMETRIC DESIGN. In fact, the Contract shall be deemed concluded only with the sending of the order confirmation email by PARAMETRIC DESIGN (the "Order Confirmation"), which is as much as to accept the purchase proposal. Only the Products indicated in the Order Confirmation shall form the subject matter of the contract.

7.2. The Customer undertakes to check the correctness of the data contained therein and to promptly notify the Seller of any corrections at contatti@parametricdesign.com.

Orders and/or changes to orders placed verbally or by telephone must be confirmed in writing by the Purchaser. Otherwise, the Seller assumes no liability for any errors or possible misunderstandings.

7.3. Pursuant to Article 12 of Italian Legislative Decree No. 70 of 2003, the Owner informs the Customer that each order sent is stored in digital or paper form at its premises, in accordance with criteria of confidentiality and security. The Customer can at any time request a copy from the Owner by writing to: contatti@parametricdesign.com

7.4. PARAMETRIC DESIGN reserves the right, at its own discretion, to refuse the order, even in cases where:

- a) the order cannot be fulfilled due to an error in the information provided when placing the order (e.g. wrong invoicing address; insufficient or wrong shipping address; misleading information);
- b) an error has occurred on the Website: e.g. an error relating to the price or description of the Product;
- c) a technical error occurred in the availability of the product.

7.5. In all cases, the Products sold consist of a **subscription licence of one year's duration, which is renewed from year to year and** can be cancelled by sending a cancellation notice. PARAMETRIC DESIGN makes this information evident within each Product Sheet.

7.6. If the Seller is unable to deliver the Product due to the existence of the Customer's impediment as set out in Article 2.5, the Contract shall be deemed terminated pursuant to and for the purposes of Article 1456 of the Italian Civil Code. The Customer shall be promptly notified of such termination and consequent cancellation of the order, and any price already paid shall be refunded.

8. TERMINATION FOR DEFAULT

8.1. The Purchase Contract shall be deemed terminated in case of total or partial non-payment of the price of the Product(s), in the event of a multiple order, of the shipping costs, if any, and of any other additional costs ("Total Amount Due"). If the Total Amount Due is not paid or if the successful payment is not confirmed, the Purchase Contract shall be deemed to be lawfully terminated pursuant to and in accordance with Article 1456 of the Italian Civil Code. The Customer shall be notified of such termination and of the consequent cancellation of the order within 30 days of placing the order.

8.2. In addition to other remedies permitted by applicable law or by these General Conditions of Sale, the Seller reserves the right to charge interest on late payments from the date on which the right to payment accrued, calculated at the official reference rate of the European Central Bank increased by 7 (seven) points.

8.3. If the Purchaser fails to make payment within the terms and along the lines specified by the Seller, or if the Purchaser's business is carried out other than in accordance with the ordinary course of business, i.e., without limitation, the issue of writs of attachment or protests, or when payments have been delayed or insolvency proceedings have been filed or initiated, the Seller shall have the right, at its own discretion, to suspend or cancel further deliveries and to declare any claims arising from the business relationship as immediately due. Moreover, the Seller can in such cases require advance payments or a guarantee deposit.

8.4. The Purchaser shall have no right to make any set-off, retention or reduction unless its claim to that effect has been finally and judicially upheld.

9. METHODS OF PAYMENT

9.1. Unless otherwise agreed with PARAMETRIC DESIGN, the Customer undertakes to pay the price of the product purchased as prescribed in these General Conditions of Sale.

9.2. Credit cards. Credit and debit cards of the major international circuits are accepted. If, for whatever reason, it is not possible to charge the amount due, the sale process will be automatically cancelled and the sale will be terminated pursuant to Article 1456 of the Italian Civil Code. The customer will be informed by

email. The charge will be made when the order is sent. For security purposes, the User may be required to authenticate via mobile devices or other means required by the Payment Services. Failure to carry out the procedure described above may result in the impossibility of finalising the purchase on the Website.

9.3. Bank Transfer. Payment by bank transfer is accepted in advance. The details for making the transfer are indicated in the Order Confirmation. The Customer must indicate in the reason for the transfer: order number; order's date; business name. The bank transfer in advance must be made without fail within 72 hours of receiving the Order Confirmation. In the event of non-fulfilment of the payment, the sale will be terminated pursuant to art. 1456 of the civil code and the products must be returned, without prejudice to compensation for the greater damage suffered.

9.4. Unless otherwise agreed, in case of contract termination and in any case of reimbursement, PARAMETRIC DESIGN will reimburse the Purchaser the amount due using the same payment instrument used for the purchase.

10. PRICES AND INVOICE

10.1. The sales prices displayed on the Website are in Euro and do NOT include VAT

10.2. Taxes, duties, shipping, insurance, installation, end-user training, after-sales service are not included in prices unless quoted separately.

10.3. If the price of a product is discounted and the discount percentage and the full reference price are indicated on the Website, such indication shall be made by reference to the price normally charged on the Website.

10.4. Following the order, a regular invoice will be issued. After the invoice has been issued, it will not be possible to make any changes to the data indicated in the invoice, so the Customer is requested to pay close attention when entering the invoice data.

11. ELECTRONIC PRODUCT DELIVERY

11.1. The Products are delivered electronically by issuing the licence for the purchased Product.

11.2. Unless otherwise agreed upon in writing, any stated delivery period is not binding on the Seller. Unless otherwise agreed between the parties, the approximate delivery term is that specified in the Order Confirmation.

11.3. The Seller reserves the right to reasonably make partial deliveries.

11.4. Any liability for delivery resulting from force majeure or other unforeseeable events not attributable to the Seller, including, without limitation, strikes, lockouts, measures of the public administration, subsequent ban of export or import possibilities, in consideration of their duration and scope, shall release the Seller from the obligation to meet any agreed delivery deadline.

12. ACTIVATION OF THE LICENCE

12.1. At the explicit request of the Customer, the activation of the Product licence may take place after its pre-order and on a date agreed upon with Parametric Design by writing to contatti@parametricdesign.com

12.2. Otherwise, activation of the licence shall take place at the same time as the delivery of the Product.

13. EXCLUSION OF THE RIGHT OF WITHDRAWAL

13.1. Purchasing on the Website is permitted only to those who hold the status of professionals, pursuant to Article 3, paragraph I, letter c) of the Consumer Code, understood as a natural person or legal entity acting in the exercise of its entrepreneurial, commercial, craft or professional activity, or its intermediary. Therefore, the right of withdrawal is excluded, unless otherwise agreed in writing with PARAMETRIC DESIGN.

14. DUTY OF INSPECTION AND ACCEPTANCE OF PRODUCTS

14.1. Upon delivery of the Products, the Purchaser shall immediately check the conformity of the Products with what is indicated in the order confirmation and report any discrepancies to contatti@parametricdesign.com.

14.2. In case of a notice of defective condition, the Purchaser shall comply with the following procedures and time limits:

(i) notice shall be given within no more than [8 (eight) business days] after the Purchaser takes delivery of the Products. If the complaint refers to a defect that, despite the initial inspection, has remained hidden, the complaint must be made at the earliest by the end of the business day on which the defect was discovered and, in any case, no later than [2 (two) weeks] after taking delivery of the Products;

(ii) detailed notice must be given in writing to the Seller within the time limits specified above. Any communication made by telephone is not accepted;

(iii) the notice must clearly specify the type and amount of the alleged defects;

(iv) the Purchaser agrees to make the disputed Products available for inspection; such inspection shall be carried out by the Seller or by an expert appointed by the Seller.

14.3. No objection with reference to the quantity, quality or type of Products may be made except by notice to contatti@parametricdesign.com in accordance with the above procedure.

14.4. Any Product for which no objection has been raised in accordance with the above procedures and terms shall be deemed approved and accepted by the Purchaser.

15. WARRANTY TERMS

15.1. The Seller warrants that the Products are free from defects and conform to the declared technical specifications.

15.2. The warranty applies only to products used in an environment and for applications consistent with the specifications declared by the Seller; any improper use is prohibited.

15.3. The warranty shall not be valid if the defect or fault is due to incorrect or unsuitable application of the product, or if the product does not comply with putting into operation. Any modification or replacement of parts of the product not authorised by the Seller shall relieve the manufacturer of its civil and criminal liability, and shall in any case render the warranty null and void. The warranty does not cover normal wear parts.

15.4. For further Warranty Terms, please refer to the document

15.5. The Software is provided "as is", therefore without any warranty, whether from a legal source or otherwise, with a special reference to the presence of hidden defects or errors, the correct or continuous operation of the Software, the suitability for a specific use or violation of third party rights. However, it guarantees that the Software is free of "malware" and is not liable for damages to the purchaser, unless this is required by applicable law or appears in a written agreement. This includes general, special or incidental damages, as well as damages resulting from the use or inability to use the Software; this includes, but is not limited to, loss of data, corruption of data, losses incurred by the purchaser or third parties and the inability

of the Software to work together with other software, even if the holder or other parties were warned of the possibility of these damages.

16. LIMITATION OF LIABILITY

16.1. Except in cases of justified objection raised in accordance with paragraph 5 above, the Purchaser shall have no further right or remedy. In particular, the Seller shall not be liable for any compensation claimed for breach of contract, for any direct damage or loss of profit borne by the Purchaser as a result of the use, non-use, or installation of the Products in other products, except in the cases covered by the warranty set forth in paragraph 6 or in case of wilful misconduct or gross negligence on the part of the Seller.

16.2. The Seller shall use its best endeavours to deliver the Products within any agreed terms, but in no event shall it be liable for damages directly or indirectly caused by the late performance of a contract or the late delivery of Products.

16.3. Catalogues, price lists or other promotional material of the Seller are only an indication of the type of Products and prices and the indications therein are not binding on the Seller. The Seller is not liable for errors or omissions in its price lists or promotional material.

17. RETENTION OF TITLE

17.1. The Products delivered shall remain the full property of the Seller until the date on which the Purchaser has paid the full price thereof and all sums due to the Seller. Until such time, the Purchaser shall hold the Products as trustee of the Seller and shall keep the Products properly stored, protected and insured.

17.2. If, in the country in which the Purchaser is domiciled, the validity of the retention of title in favour of the Seller requires the completion of administrative or legal formalities such as, without limitation, the registration of the Products in public registers or the affixing of seals on them, the Purchaser hereby undertakes to cooperate with the Seller and to take all necessary steps to obtain a valid right of retention of title for the latter.

18. INTELLECTUAL AND INDUSTRIAL PROPERTY

18.1. The Customer expressly acknowledges that trademarks, trade names or other distinctive signs affixed to the Products are the exclusive property of their owners and may not be altered, modified, removed or deleted in any way. The Customer has the limited right to use the trademarks, trade names or other distinctive signs, as well as any other industrial property right or productive and commercial know-how incorporated in the goods and which remain the exclusive property of the legitimate owner and are used by PARAMETRIC DESIGN for the sole and limited purpose of reselling the goods to the public.

Any other use of the intellectual and/or industrial property by the Customer, unless expressly granted by the rightful owner in writing, shall be deemed a violation by the Customer of the aforementioned exclusive rights, also in terms of contractual liability, and shall be prosecuted as such.

18.2. The documents, drawings, data and information (whether in paper form or on electronic media) that may be delivered to the Customer remain the exclusive property of their rightful owners and constitute support for a better representation of the Product and are an indication of the performance of the Product itself. The Customer undertakes not to reproduce them, not to disclose them to third parties and also to take appropriate precautions with regard to its own personnel in order to ensure their protection.

19. INDEMNITY

19.1. The user undertakes to use the Website and the Products purchased on the Website exclusively in accordance with these General Conditions of Sale and the relevant licences for use, for lawful purposes and in any case without infringing the rights of PARAMETRIC DESIGN and/or of third parties, and/or of their manufacturers.

19.2. The user undertakes to indemnify and hold the Owner, its employees or collaborators, harmless from and against all claims for damages or claims made by third parties due to the user's deeds or omissions during his/her interaction with the Website or in connection with purchases of products on the Website.

20. PRIVACY AND COOKIE POLICY

20.1. For information on the processing of personal data by the Website, please read the [Privacy Policy](#).

20.2. For the privacy policy on cookies, i.e. small text files that store information on visitors' preferences in order to improve the functionality of the site, to simplify browsing by automating procedures and to analyse the use of the Website, please read the [Cookie Policy](#).

21. APPLICABLE LAW AND COMPETENT COURT

21.1. All contractual relationships between the Seller and the Purchaser are regulated by Italian law.

21.2. Any dispute arising between the parties as a result of the interpretation, validity or performance of these General Conditions of Sale and of the relevant contracts entered into shall be deferred to the exclusive jurisdiction of the Court of Bergamo or Milan.

20.3. It is understood between the parties that only the Seller, at its own discretion, shall have the right to waive the exclusive jurisdiction of the court referred to in paragraph 21.2. above to sue the Purchaser, at its domicile and at the court having jurisdiction there.

22. FINAL PROVISIONS

22.1. These General Conditions of Sale comprise all the clauses making up these General Conditions of Sale.

22.2. Should one or more provisions of these General Conditions of Sale be deemed invalid or declared invalid by law or following a decision by a body having jurisdiction, the other provisions shall continue to be fully valid and effective.

22.3. These General Conditions of Sale are drawn up in two languages, Italian and English. Should any doubts arise as to interpretation, the Italian version will prevail.

23. CUSTOMER SERVICE AND COMPLAINTS

23.1. To obtain information, send communications, request support or submit complaints, the User can contact Customer Services at this link, or by email at: contatti@parametricdesign.com

23.2. PARAMETRIC DESIGN will respond to complaints as soon as possible and in any case within 30 working days from receipt thereof.

24. SPECIFIC APPROVAL

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the provisions hereunder:

Art. 2.1. - Reservation for sale to professionals only;
Art. 2.4. - Limitations of the sales service;
Art. 2.5. - Further limitations of the "PCT" licensing service;
Art. 4.1. - Acceptance of licence terms of use;
Art. 4.4. - Exclusion of liability;
Art. 7 - Conclusion of the Contract, Duration and Automatic Renewal;
Art. 8 - Termination for default;
Art. 11 - Electronic product delivery;
Art. 12 - Activation of the licence;
Art. 14 - Duty of inspection and acceptance of products;
Art. 15 - Warranty terms;
Art. 16 - Limitation of liability;
Art. 17 – Retention of title;
Art. 18 - Intellectual and industrial property
Art. 19 - Indemnity;
Art. 21 - Applicable law and competent court
Art. 22 – Final provisions