

## **E-SHOP TERMS OF USE**

### **GENERAL TERMS**

The [www.aria.gr](http://www.aria.gr) website (hereinafter the «Electronic Shop») is an electronic shop, constituting the electronic presence of the company NEW CUST S.A., entitled to the exclusive use of the trademark Aria Fine Catering, T.I.N.: 801205030, Athens Tax Office for Commercial Companies, which is based in Koropi, 1 Koropi – Markopoulo Avenue 19441, Tel: 2109656388. Visiting and making use of the Electronic Shop automatically implies the acceptance of these Terms of Use. In case of disagreement with the following terms and conditions, the visitor must not make use of the Electronic Shop.

NEW CUST S.A. reserves the right to unilaterally modify, add, change or renew the content or services of the Electronic Shop, as well as the terms of use, whenever it deems it necessary and without prior notification, by means of making a relevant announcement through the Electronic Shop.

### **ELECTRONIC SHOP PRODUCTS**

Various types of dishes, sweets and other foodstuffs (hereinafter the «Products») are available for sale through the electronic shop. The Electronic Shop prices are only valid for orders placed through it. The [www.aria.gr](http://www.aria.gr) electronic shop cannot make any guarantees regarding the availability of the products, but it guarantees the timely notification of the final consumers about their unavailability. The product photos are indicative and the colors in which they appear may be slightly different. We neither call upon nor guarantee the accuracy or reliability of any information or content regarding any products or services, software or advertisements, contained in, distributed through, or obtained from this Website, as well as third-party content to which you are hyperlinked through the Website or which you access through the Website.

### **INTELLECTUAL PROPERTY RIGHTS**

The Electronic Shop content and services, the images, graphics, photographs, any designs, texts, and all its files in general, constitute intellectual property, distinctive features and registered trademarks and/or service marks of NEW CUST S.A. and are protected according to the relevant provisions of the current legislation, and are made available to its users strictly for personal (not for commercial or profit-making) use. None of them may be sold, copied, modified, reproduced, republished or «uploaded», transmitted or distributed in any way, in whole or in part, without the prior written permission of Aria Fine Catering. The names, images, logos and distinguishing features representing NEW CUST S.A. or third parties, as well as their products or services, constitute exclusive trademarks of Aria Fine Catering or third parties, protected by the applicable trademark laws. Their appearance in the Electronic Shop should in no way be understood as a transfer or assignment of a license or right to use them. It is also not permitted to modify, translate, decompress, reconstruct or create derivative works using any software or accompanying documentation offered by NEW CUST S.A. or its licensors.

### **LIMITATION OF LIABILITY**

NEW CUST S.A. offers the products of the Electronic Shop for sale, in accordance with the present terms of use and the applicable legislation. NEW CUST S.A. is not responsible for any damages or losses that may be caused to customers and/or users of the Electronic Shop, and is only obliged to return and replace products as stated below. NEW CUST S.A. is not responsible for any form of damage (actual, special or profit loss, which indicatively and not restrictively, alternatively and/or cumulatively consists of profit or data loss, compensation payment, etc.) incurred by the visitor / user of the Electronic Shop or a third party due to a cause related to the operation or use of its services, pages, services, options and contents and/or to the inability to provide services and/or information distributed through it and/or to any unauthorized interventions by third parties in

products and/or and services and/or information made available through it. The above causes are expressly agreed upon to include any errors or omissions during the electronic registration of the information provided (prices, product characteristics, etc.), as well as errors, omissions or technical causes of any kind, which affect or suspend the operation of the Electronic Shop and/or its services for a reasonable period of time. NEW CUST S.A. bears no responsibility for incidents related to the defective operation of the Electronic Shop or to the failure to provide its services in general or to the defective provision thereof, due to random events or force majeure reasons or reasons due to the fault of other entities. NEW CUST S.A. reserves the right to proceed to additions, deletions or other modifications to the Electronic Shop and to the information and/or services provided through it, as well as to changes to the information search methods, at its absolute discretion. NEW CUST S.A. takes all the measures appropriate for access to the Electronic Shop and its services to remain continuous and uninterrupted, to the extent this is possible. However, it reserves its reasonable right to interrupt the operation of the Electronic Shop and/or individual services to carry out system maintenance works, without prior notification to the user. This Website also contains links to other Websites, which are not managed by NEW CUST S.A. (the «Linked Sites»). NEW CUST S.A. cannot control the Linked Sites, nor does it guarantee that their content is up-to-date, correct, legal or complete or that it is of a certain quality and accepts no responsibility for them or for any loss or damage that may result from their use. The respective Terms and Conditions of each website shall apply every time you use the Linked Sites.

### **User responsibility**

The user/customer agrees and undertakes to use the electronic shop services, information and data, as provided for by law and based on the rules of good faith and business ethics. They are obliged not to use the electronic shop with the brand name ARIA FINE CATERING to: 1. send, publish, e-mail or otherwise transmit any content that, for whatever reason, is illegal, causes illegal insult and damage to the company or to any third party or breaks confidentiality or infringes upon the privacy of anyone's personal information, 2. send, publish, e-mail or otherwise transmit any content that violates accepted principles of morality, social values, issues concerning minors, etc. 3. send, publish, e-mail or otherwise transmit any content that users do not have a right to transmit under the law or applicable contracts (such as inside information, proprietary and confidential information obtained or disclosed as part of working relationships or covered by confidentiality agreements), 4. send, publish, e-mail or otherwise transmit any content that infringes upon any patent, trademark, trade secret, copyright or any other proprietary right of any third party of any kind, 5. send, publish, e-mail or otherwise transmit any material that contains software viruses or any other codes, files or programs designed to interrupt, damage, destroy or impair the operation of any computer software or hardware, 6. intentionally or unintentionally violate applicable laws or regulations, 7. in any way harass third parties, 8. collect or store personal data about other users.

### **ORDER CANCELLATION**

For any order cancellation (total or partial) you should send an e-mail to [events@aria.gr](mailto:events@aria.gr). This option is available for up to 48 hours prior to the delivery of your order. After this time, cancellation is not possible.

### **PRICES OF PRODUCTS SOLD**

The prices listed in the relevant catalogs under each product are VAT- inclusive, while NEW CUST S.A. reserves the right to adjust its catalog prices.

### **WITHDRAWAL – PRODUCT RETURNS**

The products sold by NEW CUST S.A. fall under the category of perishable goods and, according to the Law no 2144/2013, article 3b on consumer rights, they are excluded from the consumer's right to withdrawal. Therefore, for reasons concerning the protection of public health, NEW CUST S.A. cannot accept the return of products it markets through its website. However, NEW CUST S.A.

may refund the purchase amount for any products delivered that are proven defective due to its own negligence. In this case, the defective product must be given to the employee who delivered the order, and returned. NEW CUST S.A. shall then be obliged to pay the corresponding price within 10 working days. NEW CUST S.A. recommends that you carefully check the condition of the products purchased, as well as the intactness of their packaging, **upon delivery of your order**, in order to identify any obvious defects. In any case, and given the perishability of the marketed products, defective product injury compensation claims shall not be acceptable if these are made after the employee of the company that made the delivery has departed.

## **DELIVERIES: PLACE & TIME OF SHIPMENT**

The delivery of the order is carried out within two working days of receiving the order. NEW CUST S.A. undertakes deliveries only within the area of Metropolitan Expo - Athens International Airport “Eleftherios Venizelos”, Spata – Attica, Post address: building 603A, 19019 P.O. box 80072. For all orders there is free shipping

### **By credit card**

In case you have a VISA, Master Card credit/debit card, you can use it with safety through our order form. The credit card payment process is covered by the most modern security standards.

### **Via paypal**

To complete your purchase via PayPal, select this payment method and click «Confirm Payment». You will then be automatically taken to the PayPal website to make the payment.

We are always at your disposal for more information either by phone at 210 9656388 or by e-mail at [events@aria.gr](mailto:events@aria.gr).