

WEBSITE TERMS AND CONDITIONS OF USE

Last updated: 12 July 2026

1. Information about the Website Operator

The website **www.gestecno.com**, including its language versions, sections and pages accessible through the same domain, hereinafter referred to as the “**Website**”, is operated by:

GESTECNO S.r.l.

Registered office: Località Lanciano, 22 – 62022 Castelraimondo (MC), Italy

VAT number: IT01137480438

Tax code and Macerata Companies Register number: 01137480438

Share capital: EUR 10,000.00, fully paid up

Telephone: +39 0737 642174

Email: info@gestecno.com

Certified email address (PEC): gestecno@ticertifica.it

GESTECNO S.r.l. is also referred to below as “**Gestecno**”, the “**Company**” or the “**Website Operator**”.

2. Purpose and Scope

These Terms and Conditions govern access to, browsing of and use of the Website, as well as its content and functionalities.

By accessing the Website or using its services, the user declares that they have read and understood these Terms and agrees to comply with them, to the extent permitted by applicable law.

Users who do not wish to accept these Terms should refrain from using any Website functionality requiring their acceptance.

These Terms do not govern the sale of Gestecno products or the provision of Gestecno services. Such relationships are governed by specific quotations, order confirmations, agreements entered into between the parties and the **General Terms and Conditions of Sale**, which are published separately on the Website.

Any web portals, cloud platforms, applications or services accessible through links on the Website may be subject to specific contractual terms, which will be communicated to the user when access is granted or the relevant service is activated.

3. Purpose of the Website

The Website is primarily intended for informational, promotional and commercial purposes and allows users, among other things, to:

- consult information about Gestecno, its products and its services;
- view technical data sheets, images, videos, catalogues and other documentation;

- request information, technical support or quotations;
- submit enquiries regarding standard or customised products;
- send documents and attachments required for the technical or commercial assessment of a project;
- access downloadable resources, documents and content;
- access restricted areas or web portals using dedicated login credentials;
- consult news, events, announcements and business opportunities.

The availability of individual functionalities may change over time.

4. Product Information and No Binding Offer

The information, descriptions, images, drawings, representations, technical specifications, performance data, availability information and other details concerning the products or services displayed on the Website are provided for general informational purposes only.

Unless expressly stated otherwise, such content does not constitute a binding offer, contractual proposal, guarantee of availability or commitment to sell on the part of Gestecno.

Submitting an information request, contact form or request for quotation does not automatically result in the conclusion of a contract.

Any contractual relationship shall be deemed concluded only in accordance with the procedures specified in the relevant quotation, order confirmation or specific agreement entered into between Gestecno and the customer.

Gestecno reserves the right to modify, update or discontinue the production or sale of products and services and to change their characteristics, components, configurations and technical specifications, without prejudice to any contractual obligations already undertaken.

5. Technical Content and Professional Use

The technical content published on the Website is prepared with due care but is general in nature and may not replace:

- the technical documentation supplied with the product;
- installation, operating and maintenance manuals;
- the specifications contained in a quotation or order confirmation;
- the design and operational assessments required for the specific application;
- the judgement and work of qualified technicians and professionals.

Users are responsible for verifying the suitability of products and solutions for their specific requirements, environmental and operating conditions, applicable regulations and project characteristics.

The installation, configuration, calibration, maintenance and use of equipment must be carried out in accordance with the applicable technical documentation and by appropriately qualified personnel.

Images and graphic representations displayed on the Website may be indicative and may not exactly reproduce the product, configuration or accessories actually supplied.

6. Intellectual and Industrial Property

Unless otherwise stated, all content available on the Website, including, by way of example:

- texts;
- trademarks and logos;
- photographs and images;
- drawings and illustrations;
- diagrams, charts and graphs;
- videos and animations;
- catalogues and brochures;
- technical data sheets and manuals;
- software, interfaces and graphic components;
- the structure, selection and organisation of the content,

is owned by Gestecno or is used by the Company under a valid licence or other lawful title and is protected by applicable copyright, trademark and industrial property laws.

Viewing or downloading content does not transfer any intellectual or industrial property rights to the user.

Content may be used solely for informational purposes, internal technical assessments and legitimate professional activities connected with Gestecno products and services.

Without Gestecno's prior written authorisation, users may not:

- systematically reproduce, publish or distribute Website content;
- modify, translate or create derivative works from the content;
- use images, trademarks or documentation for advertising or commercial purposes;
- remove copyright notices, trademarks or other proprietary notices;
- use content in a manner suggesting the existence of a partnership, authorisation or endorsement not granted by Gestecno;
- create or populate databases, catalogues, artificial intelligence systems or competing services through the large-scale extraction of Website content.

Requests for authorisation may be sent to info@gestecno.com.

7. Permitted Use of the Website

Users agree to use the Website lawfully, properly and in accordance with these Terms.

In particular, users may not:

- use the Website for unlawful, fraudulent or rights-infringing activities;
- attempt to gain unauthorised access to restricted areas, servers, systems, accounts or data;
- circumvent authentication or security measures;
- carry out vulnerability tests, scans or security activities without prior written authorisation;
- introduce viruses, malware, malicious code or other elements capable of compromising the Website;
- interfere with the availability, integrity or performance of the Website;

- engage in automated scraping, crawling or large-scale data extraction without prior authorisation;
- use the Website to send unsolicited communications or misleading content;
- impersonate Gestecno, its employees, contractors, agents or distributors;
- use the Website in a manner that may damage the Company's image, reputation or interests.

Gestecno may take any technical or legal measures it considers necessary to prevent or stop unauthorised use.

8. Contact Forms, Requests and Attachments

Users who submit forms through the Website agree to provide accurate, up-to-date and relevant information.

When submitting documents, images, drawings, specifications, data or other materials, the user represents and warrants that:

- they are authorised to submit such materials;
- their submission does not infringe intellectual property rights, confidentiality obligations or third-party rights;
- the files do not contain malicious software or unlawful content;
- any personal data included is limited to what is strictly necessary for handling the request.

Users should not submit classified information, highly sensitive data, trade secrets or documents subject to confidentiality obligations through Website forms unless this is necessary and has been agreed with Gestecno in advance.

Materials submitted may be used by Gestecno solely to the extent necessary to assess the request, prepare a response, issue a quotation, provide support or perform the activities requested by the user.

Submitting materials does not transfer ownership of such materials to Gestecno unless otherwise agreed in writing.

Gestecno may reject, delete or disregard requests that are incomplete, manifestly unlawful, abusive, irrelevant or contain potentially harmful files.

9. Restricted Areas, Accounts and Login Credentials

Access to certain sections of the Website may be protected by passwords or other login credentials.

Login credentials are personal and must be kept secure with appropriate care. Users may not disclose or make them available to unauthorised persons.

Users must promptly inform Gestecno in the event of:

- loss or theft of login credentials;
- unauthorised access;
- suspected account compromise;
- unusual or unauthorised use of the restricted area.

Gestecno may suspend or revoke access in the event of a breach of these Terms, termination of the relationship with the user, security requirements, maintenance activities or other justified reasons.

Access to restricted areas does not automatically grant users the right to distribute, publish or disclose the content available in those areas to third parties.

10. Web Portals and Monitoring Services

The Website may contain links to portals or platforms used for displaying, processing, storing or managing monitoring data.

Access to and use of such portals may be governed by specific terms of service, service levels, contractual agreements and operating instructions.

Information displayed through the portals must be interpreted by qualified personnel and in the context of the specific monitoring system.

Unless expressly provided otherwise in the relevant contract, portals, notifications and alarm thresholds do not replace:

- technical supervision of the project;
- periodic on-site inspections;
- mandatory safety systems;
- emergency plans;
- decisions and assessments made by the responsible technical personnel.

Users are responsible for correctly configuring thresholds, managing notification recipients and taking appropriate action in response to data and alerts, in accordance with the applicable contract and documentation.

11. Links to Third-Party Websites

The Website may contain links to websites, platforms or resources operated by third parties.

Such links are provided for the user's convenience and do not necessarily imply endorsement, control or responsibility on the part of Gestecno in relation to the relevant content, services, terms or personal data processing practices.

Users access third-party websites at their own responsibility and subject to the terms published by the respective operators.

Gestecno recommends reviewing the terms of use and privacy notices of any external website visited.

12. Website Availability and Security

Gestecno adopts reasonable measures to keep the Website available, secure and up to date. However, it cannot guarantee that the Website:

- will always be available without interruption;

- will be entirely free from errors or vulnerabilities;
- will be compatible with every device, operating system or browser;
- will be immune from technical incidents, cyberattacks or events beyond the Company's control.

Gestecno may temporarily suspend or restrict access to the Website for maintenance, updates, security requirements, force majeure events or other technical or organisational reasons.

Users are responsible for implementing appropriate security measures on their devices, including antivirus software, software updates, backups and protection of login credentials.

13. Accuracy and Updating of Content

Gestecno endeavours to keep Website content reasonably accurate and up to date.

Despite these efforts, the Website may contain clerical errors, omissions, outdated information or temporary discrepancies compared with the most recent technical or commercial documentation.

In the event of any inconsistency, the following shall prevail, according to the relevant subject matter:

1. specific agreements signed by the parties;
2. the order confirmation;
3. the accepted commercial quotation;
4. the technical documentation supplied with the product;
5. the General Terms and Conditions of Sale;
6. the general information published on the Website.

Users may report inaccuracies by writing to info@gestecno.com.

14. Limitation of Liability

To the extent permitted by law, Gestecno shall not be liable for damage arising from:

- improper or unauthorised use of the Website;
- exclusive reliance on general information published online;
- failure to comply with the applicable technical documentation;
- the use of outdated devices, browsers or software;
- interruptions, delays or malfunctions caused by telecommunications, hosting or third-party service providers;
- cyberattacks or events that could not reasonably have been foreseen or controlled;
- content or services provided by external websites;
- the user's submission of inaccurate, incomplete or unauthorised information;
- the use of login credentials by persons to whom the user has disclosed or made them available.

Nothing in these Terms shall exclude or limit Gestecno's liability where such exclusion or limitation is prohibited by law, including in cases of wilful misconduct or gross negligence.

Specific liability relating to products, services, installations, technical support, portals and monitoring systems is governed by the relevant contracts, order confirmations and General Terms and Conditions of Sale.

15. Personal Data Protection and Cookies

The processing of personal data collected through the Website is governed by the **Privacy Policy**, which is a separate document from these Terms.

The use of cookies and similar technologies is described in the **Cookie Policy** and, where required, managed through the relevant preference management panel.

Users should review these documents before submitting personal data or using Website services.

16. Reporting Issues

Reports concerning:

- breaches of these Terms;
- security vulnerabilities;
- misuse of the Gestecno trademark;
- unlawful content;
- infringements of intellectual property rights;
- unauthorised access,

may be sent to info@gestecno.com or, by certified email, to gestecno@ticertifica.it.

Reports should contain sufficient information to identify the relevant content, conduct or issue.

17. Amendments to these Terms

Gestecno may amend these Terms in order to reflect:

- changes in applicable laws and regulations;
- technical or organisational developments;
- new Website functionalities;
- security requirements;
- changes to the services offered.

The updated version will be published on the Website together with the date of the latest revision.

Amendments shall take effect from the date of publication unless a later date is specified or applicable law requires a different form of notice or acceptance.

For services requiring registration or governed by a specific contractual relationship, any material amendments will be communicated in accordance with the procedures set out in the relevant agreement.

18. Severability

If any provision of these Terms is found to be invalid, ineffective or unenforceable, the remaining provisions shall continue in full force and effect.

The affected provision shall, to the extent permitted by law, be interpreted or replaced in a manner consistent with its original purpose.

19. Governing Law and Jurisdiction

These Terms are governed by Italian law.

Any dispute concerning the interpretation, validity or application of these Terms shall be subject to the exclusive jurisdiction of the Courts of Macerata, unless applicable law mandatorily provides for a different court.

Where the user acts as a consumer, any mandatory consumer protection provisions and jurisdiction rules under applicable law shall remain unaffected.

20. Language Versions

These Terms may be made available in more than one language.

In the event of any discrepancy or inconsistency between the Italian version and a translation, the Italian version shall prevail, except where otherwise required by mandatory applicable law.

21. Contact Details

For any questions or clarification regarding these Terms, please contact:

GESTECNO S.r.l.

Email: info@gestecno.com

Certified email address (PEC): gestecno@ticertifica.it

Telephone: +39 0737 642174