

Right of Withdrawal and Return Procedure - EMEA

Last update: March 2021

1. Introduction

In accordance with current legal provisions, the purchaser has the right to withdraw from the purchase, without specifying any reason or incurring any penalty, within 14 days pursuant to art. 49, paragraph 1, letter (h) of Legislative Decree no. 206/2005 "Consumer Code" and Legislative Decree 21/2014, starting from the date of receipt of the products. The withdrawal period ends after 14 days from the day you, or a third party other than the carrier and designated by you, acquire physical possession of the goods or, in the case of multiple goods ordered in a single order or mixed orders delivered separately, it ends after 14 days from the day you or a third party other than the carrier and designated by you acquire physical possession of the last good. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the contract through an explicit declaration by sending an email to ocean.reef@oceanreefgroup.com containing the following information:

I, _____, hereby communicate that I intend to withdraw from my sales contract _____ for the following goods:

ordered on ///

received on ///

Consumer's name(s) _____

Consumer's address(es) _____

Date //__/_

To meet the withdrawal deadline, it is sufficient for you to send your communication regarding the exercise of the right of withdrawal before the withdrawal period has expired, i.e., 14 days from the day the customer or a third party other than the carrier and designated by the customer acquires physical possession of the last ordered good. In the case of a contract for multiple goods ordered by the customer in a single order and delivered separately, the 14-day period starts from the day the customer or a third party other than the carrier designated by the customer acquires physical possession of the last good.

2. Withdrawal Limits

Pursuant to the aforementioned Legislative Decree no. 206/2005 "Consumer Code" and Legislative Decree 21/2014 which regulate the right of withdrawal, contracts for goods and services worth less than 50.00 euros (objective exclusion) and goods commissioned by the consumer, i.e., personalized goods, are excluded from the right of withdrawal. This means that your right of withdrawal is limited to the cost of the product, i.e., if the product you purchased costs less than €50.00, you are allowed to exchange but not return it.

3. Effects of Withdrawal

If you withdraw from the contract, all payments made to Ocean Reef will be reimbursed to you, excluding delivery costs (both normal and any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery offered by

us), without undue delay and in any case no later than 14 days from the day we are informed of your decision to withdraw from the contract. Such reimbursements will be made using the same payment method you used for the initial transaction. In any case, you will not incur any costs as a result of such reimbursement. Notwithstanding the above, reimbursement may be withheld until receipt of the goods or until you have demonstrated that you have sent back the goods, whichever is earlier.

You are requested to return or hand over the goods to MESTEL SAFETY SRL – OCEANREEF GROUP, Via Arvigo 2, 16010 Sant’Olcese (GE), Italy, via a trackable package at your expense, within 14 days from the day you communicated your withdrawal from the contract to us. The deadline is met if you send back the goods before the 14-day period has expired. You are only responsible for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics, and functioning of the goods.

4. Common Provisions

You cannot exercise the right of withdrawal from the contract if the contract involves the supply of one or more of the following products: personalized items, sealed goods that are not suitable for return due to hygiene reasons and were unsealed after delivery. The right of withdrawal from the contract will only apply to products returned in the same condition as received. We remind you that in case of return, you are responsible for the content of the package being returned.

Specifically, the right of withdrawal is subject to the following mandatory conditions:

- The right applies to the purchased product in its entirety. It is not possible to exercise withdrawal only on part of the purchased product (e.g., accessories, attached software, etc.).
- The purchased good must be intact and returned in its original packaging, complete in all its parts (including any documentation and accessory equipment: manuals, cables, etc.).
- The purchased good must be intact and returned in its original packaging, complete in all its parts (including packaging and any documentation and accessory equipment: manuals, cables, etc.). To limit damage to the original packaging, it is recommended, when possible, to place it in a second box. It is always necessary to avoid attaching labels or adhesive tapes directly on the product's original packaging.
- The good subject to the right of withdrawal must be returned new: used products or products that show signs of damage or dirt and are therefore no longer considered intact will not be accepted.
- The good subject to the right of withdrawal must bear the same serial number shown on the Ocean Reef sales invoice, if applicable. If the good bears a different serial number from what is indicated on the invoice, the return will not be accepted, and the product will be made available to the customer for its return, simultaneously canceling the withdrawal request.
- All personalized items cannot be returned or exchanged.
- By law, shipping costs are borne by the purchaser.
- The shipment, until the receipt certificate in the Ocean Reef warehouse is issued, is under the full responsibility of the customer.

- In case of damage to the good during transport, Ocean Reef will inform the purchaser of the incident (within the next working day of receiving the good in its warehouses), to allow him to promptly file a complaint against the courier chosen by the user and obtain reimbursement of the good's value (if insured). In this eventuality, the product will be returned to the customer, with shipping costs at their expense, simultaneously canceling the withdrawal request.
 - Ocean Reef is not responsible in any way for damages or theft/loss of goods returned with uninsured shipments.
 - Upon arrival in the warehouse, the product will be examined to assess any damages or tampering not resulting from transport. If the original internal/external packaging is damaged, Ocean Reef will withhold a percentage of the refund due, equal to 10% of the same, as a contribution to the restoration costs of the goods.
- We invite you, therefore, to pay attention to the return operations and take care of the products while they are in your possession. The refund will be made using the same payment method used for the purchase. Once processed, you will receive a confirmation of the return via email. The refund will be made within 15 working days.

5. Return of Defective Products

If you believe that the product does not conform to the contract at the time of delivery, you must immediately contact us at ocean.reef@oceanreefgroup.com, providing product details as well as the damage suffered. You will be informed of the procedure to follow. Ocean Reef will carefully examine the returned product and will inform you by email, within a reasonable time, whether a refund or replacement of the product will proceed (depending on the case). The refund and/or replacement of the item will be carried out as soon as possible and, in any case, within 14 days from the date of sending our email confirming that we will proceed with the refund or replacement of the unsuitable item. The amount paid for products returned due to damage or defect, if they actually exist, will be fully reimbursed, including delivery costs incurred for sending the item and for its return by the user. The refund will be made using the payment method used to make the purchase. All rights recognized by current legislation remain unaffected.

Unless otherwise provided in these Conditions, our liability regarding products purchased on our website will be limited exclusively to the purchase price of the product in question. Notwithstanding the provisions of the previous paragraph and to the extent permitted by applicable law, and unless otherwise provided in these Conditions, we will not accept any liability for indirect damages, such as loss of profit, loss of business volume, loss of earnings or loss of contracts, loss of expected savings, loss of data, as well as wasted office administration time.

Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through this website unless expressly stated otherwise. All product descriptions, information, and materials that appear on the website are provided "as is" and without express or implied warranties, except those provided by law. If you are contracting as a consumer or user, we undertake to deliver products that are in conformity with the contract, remaining responsible for any lack of conformity existing at the time of delivery. It is understood that products are in conformity with the

contract if (i) they comply with the description provided by us and possess the qualities presented on this website, (ii) they are suitable for the use normally intended for such products, (iii) they exhibit quality and performance which are normal in products of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties except those that cannot be lawfully excluded regarding consumers and users.

Right of Withdrawal and Return Procedure - USA

Last update: May 2024

Please consider before purchasing and if you have doubts, please read included articles to reduce unnecessary emissions:

[https://blog.cleanhub.com/ecommerce-returns-environmental-impact#:~:text=While%20many%20retailers%20offer%20free,year%20\(Optoro%2C%202022\)](https://blog.cleanhub.com/ecommerce-returns-environmental-impact#:~:text=While%20many%20retailers%20offer%20free,year%20(Optoro%2C%202022))

<https://www.nature.com/articles/s41558-021-01246-9>

<https://edition.cnn.com/cnn-underscored/home/returning-online-purchases-bad-for-environment>

OCEAN REEF is committed to quality and customer satisfaction. If you are not satisfied with your order, we are here to help. Below is our return policy:

1. **Eligibility for Returns**

- Items must be returned within 30 days of the original purchase date.
- Items must be unused, in the same condition that you received them, and in the original packaging.
- A receipt or proof of purchase is required for all returns

2. **Return Process**

- To initiate a return, please contact our customer service at orders@oceanreefgroup.com or call 800-922-1764 / 760-744-9430
- Provide your order number and the reason for your return.
- We will provide you with a Return Authorization (RA) Number and instructions on how to send back your item.
- Please note that your RA # needs to be visible on the outside of the box

3. **Refunds**

- Once we receive your item, we will inspect it and notify you if your return is eligible for a refund.
- If approved, your refund will be processed, and a credit will automatically be applied to your original method of payment within approximately 14 business days, from receipt at our facility.
- Please note that original shipping costs are non-refundable & you are responsible for any costs associated with returning the product

4. **Exchanges**

- We will be happy to replace any items that are defective or damaged. If you need to exchange an item for the same product, please contact us at orders@oceanreefgroup.com or call 800-922-1764 / 760-744-9430

5. **Shipping Returns**

- To return your product, mail it to: Ocean Reef Inc., 2510 Island View Way, Vista, CA 92081. Please ensure your RA # is visible on the outside of the shipping box. Packages without an RA # will not be accepted.
- You will be responsible for paying for your own shipping costs for returning your item.
- We recommend using a trackable shipping service or purchasing shipping insurance. Ocean Reef is not responsible for any lost or damaged shipments.

We appreciate your business and are committed to making returns as easy as possible. Thank you for shopping with Ocean Reef.

For any questions regarding our return policy, please contact us at orders@oceanreefgroup.com or call 800-922-1764 / 760-744-9430