



## GENERAL SALES CONDITIONS

### 1. Object

- 1.1 These General Sales Conditions (hereinafter, the "GSC") of Fabbrica Servizi S.r.l., with registered office at the address 20122 Milano, Via C. M. Martini 1, 20122, Tax identification No. (C.F.) and Registration No. with the Milan Companies' Register (*Registro Imprese di Milano*) 00871260105, VAT No. (P.IVA) 09552690159 (hereinafter, "FS"), shall be the contractual conditions which, subscribed below and specifically referring to unfair terms, sent by the final customer (hereinafter, the "Customer") to FS together with the Request For Order filed by the Customer (hereinafter, the "RFO") and subsequent Order Confirmation (hereinafter, the "OC") transmitted to the Customer by FS, shall regulate the sales contract (hereinafter, the "Contract") between FS and the Customer for the online purchase of the products directly marketed by FS (hereinafter, the "Products").
- 1.2 The online purchase of the Products (hereinafter, the "Service") is carried out by telematic means, following the exchange of emails between the Customer and FS and only for the following purposes:
  - a) purchases for a total value exceeding € 100,00 (€ one hundred/00), in the event the shipping option is chosen for the Product (hereinafter, the "Shipping");
  - b) purchases for a total value exceeding € 30,00 (€ thirty/00), in the event the option "Pay&Collect" from the collection point indicated by FS within the Duomo di Milano monumental complex (*Complesso Monumentale*) (hereinafter, the "Pay&Collect") is chosen.

### 2. Service description

- 2.1 The Service is performed by FS in full accordance with the regulations on distance selling and, more specifically, article 49 et seq. of the Consumer code (*Codice del Consumo*) (Legislative Decree No. 206 of September 6, 2005 and subsequent amendments and integrations).
- 2.2 The Service is exclusively reserved to final users that are "consumers" as per article 3 of the Consumer Code. "Consumer" shall mean any natural and/or legal person purchasing the Products according to the procedures described in these GSC, with purposes that cannot be traced to any business, entrepreneurial or professional activity. Upon express and unconditional acceptance of these GSC, the Customer declares to purchase the Products for purposes other than those listed above and hereby undertakes, in the framework of his relations with FS, to comply with these GSC. The Service referred to in these GSC is performed following the transmission of the RFO by the Customer to FS, via email to the following address: [duomoshop@fabbricaservizi.it](mailto:duomoshop@fabbricaservizi.it). The email shall include the Products details as provided for in the Product Catalogue available at the link <https://www.duomomilano.it/catalogue>
- 2.3 with specific reference to Product Code, as to allow FS staff to correctly identify the Products. The Customer acknowledges that the images and colors of the Products in the Product Catalogue might not exactly correspond to the real ones, due to the device used. Such images shall therefore be regarded as purely indicative, as the Products are precisely and definitely identified only through the details and features referred to in the RFO.
- 2.4 Following receipt of the RFO and the subscribed GSC, FS will check the availability of the Products and, where available, will send the OC, describing the Products, indicating the compensation due for the Service (including any shipping costs and any additional costs, it being understood that any custom costs shall be borne by the Customer), a summary of the commercial and contractual conditions applicable to the Contract, instructions on the methods of advance payment, Shipping or collection of the Products with Pay&Collect, information on the expected time for delivery.
- 2.5 The Contract is considered as completed upon receipt by FS of the OC signed by the Customer and the payment receipt.
- 2.6 Once the abovementioned procedure has been completed and the payment has been checked for regularity, FS will issue the relevant invoice, and i) for Shipping of the Products to the Customer, will contact the selected forwarder and transmit the Customer a tracking link for the Shipping, or ii) in case of Pay&Collect, will contact the Customer and give details on the precise location, date and available time for collecting the Products on premises.
- 2.7 In case of Pay&Collect, the Customer undertakes to collect the Products within and not later than a period of 30 (thirty) days from the date indicated by FS under art. 2.6 above (during opening hours of the collection point indicated by FS), it being expressly understood that, after expiry of the abovementioned period, FS will send the Customer an email notification with explicit indication of the fact that, in case the Products are not collected by the Customer within 5 (five) business days from the date on which the email was sent, the Contract shall be deemed automatically terminated, without any need for any further communication by FS, and FS shall no longer be obliged to deliver the Products. FS shall become the only owner of the Products and shall be fully entitled to retain definitely the amount already paid by the Customer to FS. In no event failure by the Customer to collect the Products may be regarded as an exercise, by the Customer, of the Customer's right of withdrawal.
- 2.8 The Customer, both in case of Shipping and in case of Pay&Collect, will receive the Products accompanied by a Transport Document.

### 3. Right of withdrawal

- 3.1 Under article 52 of the Consumer Code, the Customer has the right to withdraw from the Contract without penalty and without specifying the reason thereof, within 14 (fourteen) days, starting from the day on which the Products were received in case of Shipping, or from the day on which the Products were collected in case of Pay&Collect.

In accordance with article 54 of the Consumer Code, a Customer wishing to withdraw from the Contract and to return the purchased Products may send FS the Withdrawal Form, duly completed and signed, to the email address [duomoshop@fabbricaservizi.it](mailto:duomoshop@fabbricaservizi.it). The Withdrawal Form is available at the following link <https://www.duomomilano.it/en/doc/379/197176c84f33495898ff1e7c6bae2d80/view/>

- 3.2 Once the Customer has exercised his right of withdrawal, he shall return the Products, at his care and expenses: a) by bringing the Products directly to the delivery point indicated by FS or b) by shipping the Products via insured mail (*posta assicurata*) to the FS warehouse, located at the address 20122 Milano, Via Pattari 6. Products shall be returned within and not later than 14 (fourteen) days from the day on which the Customer communicated to FS his decision to withdraw from Contract. In the event the Customer does not comply with this deadline, FS will be fully entitled to retain definitely the amount already paid by the Customer under Contract.
- 3.3 The Products shall be returned complete, undamaged, unused, and in their original package (when existing) and with purchase invoice.
- 3.4 If the right of withdrawal is exercised according to the procedures and terms laid down in this article, FS will send an email to the Customer, to confirm acceptance of the Products so returned, and will refund the amounts already paid to FS for the purchase of the Products according to the procedures and terms laid down in the next article.
- 3.5 FS is entitled to refrain from accepting the return or from refunding in full the amounts paid for the purchase of any Products without relevant tag (*cartellino*) and/or their original package and, in any event, without relevant invoice, or of any Products that have been altered in their essential and quality features or that have been used or damaged.
- 3.6 In the event that the procedures and terms for exercising the right of withdrawal described in this article are not complied with, the Customer will not be entitled to refund of the amounts already paid to FS. In this case, FS will inform the Customer, via email, of the non-acceptance of the returned Products. Within 14 (fourteen) days from receipt of the communication where FS informs the Customer of the non-acceptance



of the returned Products for the aforementioned reasons, the Customer may ask to re-obtain, at his own expenses, the Products as they are at the time of the refund to FS. Such request shall be made via email.

#### 4. Refund

4.1 Upon receipt of a return request and after checking that the request was made according to the terms and conditions laid down in article 3 above, FS provides for refunding the Customer the amounts received for the sale of the Products, promptly and, in any event, within 14 (fourteen) days from the day on which FS becomes aware of the decision of the Customer to withdraw from Contract under art. 54 of the Consumer Code. FS shall carry out the refund using the same method of payment chosen by the Customer for the purchase of the returned Products. In the event that the recipient of the Products indicated in the RFO does not correspond to the person who provided for the payment of the amounts payable for the purchase of the Products, if the right of withdrawal is exercised, FS will in any event refund the person who made the payment.

#### 5. Legal guarantee of conformity

5.1 All the Products are covered by a legal guarantee of twenty-four (24) months for defects of conformity, according to the applicable law.

5.2 A defect of conformity shall mean the case in which the Products purchased by the Customer are not in conformity with the sales contract. The guarantee applies in accordance with the law to the Products displaying defects that cannot be detected upon purchase, provided that the Products have been stored according to the instructions on the package or the labels, and that they have been used properly and with due diligence by the consumer, namely in compliance with their purpose of use and with the provisions contained in the relevant documentation annexed to the Products, if existing.

5.3 By way of example, without limitation, FS will not be held liable for damages and/or defects connected to or arising from:

- normal wear of the Products;
- careless use and carelessness in the storage of the Products;
- inappropriate, negligent, or improper use of the Products by the Customer;
- slight imperfections due to special finishing processes.

FS reserves the right to check whether the reported defect actually exists.

5.4 In the event that a defect of conformity is found, under articles 182 – 135 of the Consumer Code, the Customer shall report said defect of conformity within 24 (twenty-four) months from the date of delivery and/or collection of the Products and not later than 2 (two) months from the discovery of said defect. Any Customer intending to report a defect of conformity shall complete the "Complaint Form" available at the following link: <https://www.duomomilano.it/it/doc/174/797a68106674b7dbb8d3d910bf1b15f/view/> and transmit it to the following address: [duomoshop@fabbricaservizi.it](mailto:duomoshop@fabbricaservizi.it). A copy of the proof of purchase of the Product (invoice) shall be attached to the "Complaint Form". Failing this, it will not be possible to activate the legal guarantee of conformity provided for by the Consumer Code.

5.5 In case a defect of conformity is reported according to the abovementioned procedure, FS, under art. 130, para. 9, of the Consumer Code, will offer the Customer refund of the price paid for the purchase of the defective Products, after said Products are returned to FS to the address 20122 Milano, Via C. M. Martini 1, provided of the original packaging and all existing accessories. Conversely, where the Customer is interested in the purchased Products being brought back to conformity, he will have the right to claim, alternatively, the repair or replacement of the defective Products with no charges, unless the remedy sought is excessively onerous or objectively impossible (i.e., in the event the parts to be repaired or the Products are out-of-production, or the producer has terminated their trade activities).

#### 6. Information and complaints

6.1 For any information or complaint, or for any communication related to these GSC, the orders and/or the Products, the Customer may contact the Customer Service by sending an email to the following address: [duomoshop@fabbricaservizi.it](mailto:duomoshop@fabbricaservizi.it).

#### 7. Processing of personal data

7.1 Customer's personal data provided for the establishment and the execution of the contract relationship, including Customer's personal details and tax data, will be processed by FS, as Data Controller, for purposes connected to:

- a) establishing, managing, executing, and completing the Contract;
- b) managing the contract relationship between FS and the Customer, namely operational/management needs;
- c) fulfilling any other obligation arising from national and Community regulations applicable to the contract relationship.

The legal basis for the processing of the Customer's personal is based on the establishment and execution of the Contract between FS and the Customer and on the obligations related to said Contract and/or directly or indirectly arising from it.

7.2 The Customer may access the detailed information notice on the website at the address <https://www.duomomilano.it/en/infopage/privacy-policy/73/> at any time.

7.3 For any request concerning the processing of personal data and the security measures implemented by FS, the Customer may send an email to the following address: [privacy@fabbricaservizi.it](mailto:privacy@fabbricaservizi.it).

#### 8. Applicable law and competent court

8.1 The GSC are governed by Italian law and shall be construed according to Italian language. Italian shall be the official language (and shall prevail on other languages) of the Contract between FS and the Customer.

8.2 As regards any matter not expressly referred to in these GSC, the Consumer Code (*Codice del Consumo*) and the Italian Civil Code shall be applied.

8.3 Any dispute in any way whatsoever connected to the Contract completed by FS and the Customer according to these GSC, shall be subject to the exclusive jurisdiction of the Law Court of Milan (*Foro di Milano*). Any other competitive and/or alternative Court shall be excluded.

Made at \_\_\_\_\_, On \_\_\_\_\_, Signature \_\_\_\_\_

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Under the terms of articles 1341 and 1342 and seq. of the Civil Code, the Customer specifically approves the provisions of the following articles: 1. (Object); 2. (Service description); 3. (Right of withdrawal); 4. (Refund); 5. (Legal guarantee of conformity); 6. (Information and complaints); 8. (Applicable law and jurisdiction)

Signature \_\_\_\_\_