

## UNFAIR CONTRACT TERMS (*CLAUSOLE VESSATORIE*)

With reference to the general conditions of sale (hereinafter, “**GCS**”) as supplemented by the appendix relating to the “Panettone Classico del Duomo and Panettone Zafferano voucher” (hereinafter, the “**Supplementary Appendix to the GCS**”), and the unfair contract terms (*clausole vessatorie*) provided therein (hereinafter, “**Unfair Contract Terms**”) relating to the purchase by the customer (hereinafter, the “**Customer**”) from one of the authorised ticket offices (hereinafter, the “**Ticket Offices**”) or online from the website *www.duomomilano.it* (hereinafter, the “**Website**”), of the various types of entrance tickets to the Milan Duomo Historical Complex – namely the Milan Duomo Cathedral, the Baptistery of San Giovanni alle Fonti archaeological area, the Milan Duomo Museum, the Milan Duomo Rooftops, the Baptistry of San Stefano, the Church of Santa Maria Annunciata in Camposanto, the Church of San Gottardo in Corte in Palazzo Reale, the Archive-Library, and the Candoglia Quarry (hereinafter, “**Quarry**”) – (hereinafter, jointly as the “**Historical Complex**”) – (hereinafter, the “**Ticket**”), of the Milano Duomo Card, sold by Veneranda Fabbrica del Duomo di Milano, with its registered office in Via Carlo Maria Martini 1, 20122 Milan, tax code and VAT number 01989950157, (hereinafter, “**VFD**”), on the Website (hereinafter, the “**Duomo Card**”), together with the benefits attributed by it to the Customer as better described on the Website (hereinafter, the “**Benefits**”) and any gadgets provided for each Duomo Card in the context of the Benefits (hereinafter, the “**Gadgets**”), as well as bookings and purchases of guided tours on the Website, including tourist, parish, and school groups, both in person and virtually (hereinafter, the “**Guided Tours**”) (hereinafter, the Ticket, Duomo Card, Gadgets and Guided Tours are singularly the “**Service**” and jointly the “**Services**”), the Customer acknowledges and expressly accepts that, by checking the box denominated “Unfair Contract Terms”, declares, pursuant to and for the purposes of Article 1341 and 1432 of the Italian Civil Code, to have read the Unfair Contract Terms, contained in the GCS and set out below, to have fully understood their content, and to specifically accept them, any exception to this is now withdrawn by the Customer:

- 1.2 (Object): “*The Customer, by accepting these GCS, declares to have read, know well, and expressly accept the “rules of conduct and access regulations for the Historical Complex of Milan Duomo”, (hereinafter, the “Regulations”), and “Veneranda Fabbrica del Duomo di Milano guidelines for the prevention and control of Covid-19” (hereinafter, the “Guidelines”) published at the following address <https://www.duomomilano.it/en/rules/>, which constitute an integral and substantial part of the Contract*”;
- 1.3 (Object): “*VFD reserves the right, at any time and at its sole discretion, to make any changes and/or variations to what is published on the Website and/or what is available at the Ticket Offices, as indicated below, to the Ticket, the Duomo Card, the Benefits, the Gadgets, the Guided Tours, the Regulations and the Guidelines without any prior notice. It is the Customer’s responsibility to consult the information published by VFD at the aforementioned address <https://www.duomomilano.it/en/rules/> and/or on display in the Ticket Offices, as defined below, both before purchasing the Services and before accessing the Historical Complex, with VFD being expressly indemnified against any and all claims and/or requests, for any reason, formulated by the Customer*”;
- 2.3 (Description of the Services): “*In the event that the Order is placed for the consumer on the Website by an agency and/or other intermediary, these latter undertake, for themselves and their beneficiaries, to make known and to fully apply these GCS to the consumer, expressly relieving VFD from any and all claims made by the consumer, for any reason whatsoever*”;
- 2.5, Letter b., Numbers v., vi. and ix. (Description of the Services): “*2.5 With reference to the Ticket: [...] b) with reference to all types of Ticket: [...] v. the Ticket, if not void, is valid exclusively for the date chosen for the visit. Combined tickets are valid exclusively for 3 days from the date chosen for the visit and are valid for one single entry to each area included in the Ticket’s tariff; vi. the opening hours, visiting routes, and opening hours of the points of sale may be subject to variations and/or limitations due to liturgical services, following indications from the Public Security Authorities, for extraordinary and/or organisational needs of the Historical Complex and/or of VFD or in case of adverse weather conditions and/or Force Majeure, as defined below; in these cases, the Customer is not entitled to a refund, any exception to this is now withdrawn; [...] ix. if Tickets purchased from third parties are not authorised for sale, or if they are stolen, counterfeit, unreadable (for reasons not attributable to VFD), copied, or obtained in violation of these GCS, the Customer will be denied entry to the Historical Complex or, if already inside, will be escorted out by the staff in charge*”;
- 2.6, Letters d), e), g) e i) (Description of the Services): “*2.6 With reference to the Duomo Card: [...] d) the Contract is considered finalised upon acceptance by the Customer, by the double clicking of the Contract online and, separately, by the specific unfair contract terms (clausole vessatorie) in compliance with Articles 1341-1342 of the Italian Civil Code, and by simultaneously sending the online Order to VFD, subject to successful completion of the payment to be made on the Website by the Customer; e) any import duties and customs fees will be charged to the Customer when the Duomo Card purchased, together with the Gadget, reaches the country of destination as indicated by the Customer. These costs will be borne by the Customer*”

and may vary from state to state; [...] g) in the case of delivery of the Duomo Card and Gadget, VFD cannot be held responsible for any delays; express delivery times are indicative and in no way binding to VFD, which uses couriers, according to the methods and timings of the carrier in charge, on account of the distance in kilometres, the Customer's availability, and/or as specified in the transport conditions; [...] i) in the case of collection of the Duomo Card and Gadget, the Customer undertakes to collect the Duomo Card and Gadget no later than 30 (thirty) days from the date of receipt of the Customer's OC, it being expressly understood that, after the aforementioned term, VFD will send by email a communication to the Customer expressly indicating the fact that, in the absence of collection of the Duomo Card and Gadget by the Visitor in the following 5 (five) working days from the date of sending the aforementioned email, the Contract will be considered terminated by law, without the need for further communication by VFD, and VFD will no longer be obliged to deliver the Duomo Card and Gadget, of which VFD will become the sole owner, and will have the full right to definitively withhold the amount already paid by the Visitor in favour of VFD. Under no circumstances will the Customer's failure to collect the Duomo Card and Gadget be considered as exercising their right of withdrawal of the latter [...];

- 2.7, Letters e), h), i), j), k) and l) (Description of the Services): “2.7 With reference to Guided Tours: [...] d) booked Groups have the right to enter through a dedicated entrance, with priority over other Customers, exclusively for the simultaneous entrance of the participants; in the event of deferred access, the right of priority will not be guaranteed, any exception to this is now withdrawn; e) the Booking is valid after completion of the guided procedure on the Website or in the case of confirmation by VFD via email. VFD reserves the right to modify, at its sole discretion, at any time for organisational needs and extraordinary events of any kind, the possibility of Booking particular time slots or calendars, any exception to this is now withdrawn; [...] h) Guided Tours are guaranteed in the time slot booked; in the event of delay, the Guided Tour will still finish at the established time; if the delay is 30 minutes or more than time booked, the Guided Tours will be considered cancelled; i) Third-Party Groups must present themselves at the meeting point established by VFD no later than 15 minutes before the time indicated in the Booking; Large Groups and Educational Groups must present themselves at the meeting point established by VFD no later than 15 minutes before the time indicated in the Booking; Small Groups must present themselves at the meeting point communicated by VFD no later than 5 minutes before the time indicated in the Booking; in case of delay, participation in the Guided Tours will not be guaranteed and the sum already paid by the Customer will be withheld, who will not be entitled to any reimbursement or compensation, any exception to this is now withdrawn; j) in the event that the number of participants booked is less, the tickets of the absent persons will not be refunded, but will be valid for the day indicated on the Booking and the for the following 2 days; k) in the event that the number of participants booked is higher, the correct number of participants must be communicated, no later than 24 hours before the Booking date for Third-Party Groups; no later than 24 hours before the Booking date for Small Groups; no later than 72 hours before the Booking date for Large Groups, to the Guided Tours Office via email at [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it); no later than 72 hours before the Booking date for Educational Groups, to the Educational Office via email at [didattica@duomomilano.it](mailto:didattica@duomomilano.it), who will be able to approve or not the variation, it being understood that the variation is subject to the relative adjustment of the rates to be paid in advance of the visiting date; l) With reference to online Guided Tours: i. in the event of online events, no refund is provided in the event of technical or connection problems not attributable to VFD; ii. in the case of online events, it is absolutely forbidden to record the event on any medium and disclose, by means of any medium (physical and/or digital), images or videos taken through participation in the event”;

- 3. “Causes of Force Majeure (hereinafter, “Causes of Force Majeure”): “3.1 By Causes of Force Majeure, it is meant the occurrence of an event or circumstance that prevents one party from performing one or more of its obligations in accordance with the Contract, if and to the extent that the affected party proves: a) that such impediment is beyond their reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract; c) that the effects of the impediment could not reasonably have been avoided or overcome by the interested party; 3.2 In the absence of proof to the contrary, it is assumed that the following events endured by a party satisfy conditions a) and b) of Article 3.1 above, while that party will only have to prove the presence of condition c) of Article 3.1 above: war (declared or not), hostility, invasion, acts by a foreign enemy, extensive military mobilisation; civil war, rioting, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage, or piracy; currency or trade restrictions, embargoes, sanctions; acts of authority, legitimate or illegitimate (including those related to the Covid-19 pandemic), observance with government laws or orders, regulations, expropriation, confiscation of assets, requisition, nationalisation; plagues, epidemics and/or pandemics (including that of Covid-19), natural disasters or extreme natural events; explosions, fires, destruction of equipment prolonged suspension of transport, telecommunications or energy; generalised social conflicts, such as in particular boycotts, strikes and lockouts, on-the-job strikes, occupation of factories and buildings; liturgical events or on the

recommendation of Public Security Authorities. 3.3 VFD, in the event of Causes of Force Majeure, is exonerated from the obligation to fulfil its contractual obligations and from any liability for damages or other contractual remedies for non-fulfilment, starting from the moment in which the event inhibits the fulfilment of the contractual obligations, it being expressly understood that, with reference to the Booking and/or purchase of the Services, the provisions in these GCS will apply”;

- 4. (Right of Withdrawal – Booking Cancellation): “4.1 With reference to the Ticket: a) pursuant to Article 59, Paragraph 1, Letter n) of the Consumer Code, the right of withdrawal referred to in Articles 52 et seq. of the Consumer Code is not applicable to transactions made on the Website. The Customer, in fact, acknowledges that since the Contract relates to products and services relating to leisure time to be provided on a specific date or within a specific period of execution, the right of withdrawal pursuant to Article 52 of the Consumer Code is not applicable. Furthermore, the Contract relates to a service that the Visitor uses at the moment of purchase; b) the Ticket cannot be changed or refunded in any way, even in the event that the Customer decides not to visit the Historical Complex for personal reasons, such as, by way of example and not limited to, organisational reasons and/or related to waiting times. 4.2 With reference to the Duomo Card: a) pursuant to Article 59, Paragraph 1, Letter n) of the Consumer Code, the right of withdrawal referred to in Articles 52 et seq. of the Consumer Code is not applicable to transactions made on the Website. The Customer, in fact, acknowledges that since the Contract relates to products and services relating to leisure time to be provided on a specific date or within a specific period of execution, the right of withdrawal pursuant to Article 52 of the Consumer Code is not applicable. Furthermore, the Contract relates to a service that the Visitor uses at the moment of purchase; b) pursuant to Article 59, Paragraph 1, Letter o) of the Consumer Code, the Customer, by submitting the completed Order form and certifying the payment of the corresponding purchase of the Duomo Card, expressly waives the right of withdrawal pursuant to Articles 52 et seq. of the same Consumer Code verifying the execution of the Contract following receipt by the Consumer of the OC and the availability of access to the digital content. c) the refund and/or replacement of the Duomo Card, price, service fees, and any shipping costs is not foreseen under any circumstances in the event that the Visitor waives the contents of the Duomo Card. 4.3 With reference to Guided Tours organised by VFD: a) VFD may cancel Bookings, at its sole discretion for liturgical needs, including extraordinary ones, urgent and undelayable maintenance/restoration at the Historical Complex and/or for other organisational needs of VFD, as well as due to atmospheric agents and/or Causes of Force Majeure, which make the opening, access, and/or viability impossible of the area covered by the Booking. In all the aforementioned cases, VFD will alternatively propose that the Customer: i) reschedule the Booking for a future date to be determined, in any case 12 (twelve) months following the date of Booking, or ii) proceed with a 100% refund of the total amount paid; b) with specific reference to Small Groups and scheduled Guided Tours, the Customer, upon completing the Booking, can cancel the Booking by sending, within the terms laid out below, an email to [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), it being understood that, if the cancellation of the visit takes place: i) from the date of Booking to 4 (four) consecutive days prior to the date of the Booking, 100% of the total amount paid will be refunded; ii) in the 3 (three) consecutive days prior to the date of the Booking, a penalty of 50% will be applied and 50% of the total amount paid will be refunded, excluding service charges of 6%, where applicable; iii) in the 2 (two) consecutive days prior to the date of the Booking, the day of the visit, or if the group does not show up, no refund will be given; c) with specific reference to Large Groups, the Customer, upon completing the booking, can cancel the Booking by sending, within the terms laid out below, an email to [tour@fabbricaservizi.it](mailto:tour@fabbricaservizi.it), it being understood that, if the cancellation of the visit takes place: i) from the payment date to 7 (seven) consecutive days prior to the date of the Booking, a penalty of 15% will be applied and 85% of the total amount paid will be refunded, excluding service charges of 6%, where applicable; ii) between 6 (six) and 4 (four) consecutive days prior to the date of the Booking, a penalty of 50% will be applied and 50% of the total amount paid will be refunded, excluding service charges of 6%, where applicable; iii) in the 3 (three) consecutive days prior to the date of the Booking, the day of the visit, or if the group does not show up, no refund will be given; d) with specific reference to Educational Groups, the Customer, upon completing the booking, can cancel the Booking by sending, within the terms laid out below, an email to [didattica@duomomilano.it](mailto:didattica@duomomilano.it), it being understood that, if the cancellation of the visit takes place: i) from the date of Booking to 7 (seven) consecutive days prior to the date of the Booking, 100% of the total amount paid will be refunded; ii) between 6 (six) and 4 (four) consecutive days prior to the date of the Booking, a penalty of 15% will be applied and 85% of the total amount paid will be refunded, excluding service charges of 6%, where applicable; iii) in the 3 (three) consecutive days prior to the date of the Booking, the day of the visit, or if the group does not show up, no refund will be given.”
- 6. (Applicable Law): “6.1 The GCS are governed by Italian law and must be interpreted according to the Italian language, the official language (and prevalent over other languages) of the Contract between VFD and the Customer. 6.2 For anything not expressly indicated in these GCS, the Consumer Code and Italian Civil Code apply. 6.3 For any dispute in any way connected to the Contract concluded between VFD and the

*Customer, according to these GCS, the court of the place where the Customer resides or has elected domicile will be competent”.*

The Customer also acknowledges and expressly accepts that, by clicking on the box called “Unfair Contract Terms (*Clausole Vessatorie*)”, declares, pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code, to have also read the Unfair Contract Terms, contained in the Supplementary Appendix to the GCS and reported below, to have fully understood their content and to specifically accept them, any exceptions removed from now on by of the Customer:

- 1.1 (Voucher) *“Once the Customer has purchased the Classic Panettone del Duomo or the Panettone Zafferano, will be able to find a Voucher within them that allows to obtain, in the manner described in point 1.2 below: n. 1 (one) free “Culture Pass” ticket (hereinafter, the “Free Culture Pass Ticket”), being expressly understood that the Free Culture Pass Ticket: (i) is valid for 1 (one) single person; (ii) entitles to 1 (one) only access for sight to the Milan Cathedral, the archaeological area of the Baptistery of San Giovanni alle Fonti, the Museum of the Milan Cathedral and the Church of San Gottardo in Corte di Palazzo Reale; (iii) is valid for 3 (three) days from the date chosen for the visit which will be indicated at the time of booking according to the methods described in the GCS to which reference is made in full (hereinafter, the “Booking”), any exception removed in the comparisons of VFD; a 20% discount that can only be used for purchases made by the Customer at the Duomo Shop or on the website in the section dedicated to the Duomo Shop (hereinafter, the “Discount”), being expressly understood that the Discount does not apply to products already on sale and / or discounted, to the amounts subject to donations, to the amounts relating to shipments or to all products for which it will be indicated, in any way whatsoever, that the Discount will not be applied”;*
- 1.2 (Voucher) *“Without prejudice to the provisions of Article 1.1 above, the Voucher, which cannot be converted into cash, must be used by the Customer in the following ways: to obtain the Free Culture Pass Ticket, the Customer must alternatively: (i) go personally to the Ticket Offices by physically presenting the original of the Voucher, being expressly understood that the failure to physically present the original of the Voucher, for any reason, or the presentation of a reproduction of the same, in any format, physical and / or digital, will make it impossible for the Customer to obtain the Free Culture Pass Ticket, any exceptions removed against VFD; (ii) make the Reservation on the Website and enter the code shown on the Voucher in the dedicated section “YOU HAVE A VOUCHER”; to obtain the Discount, the Customer must alternatively: (i) go personally to the Duomo Shop by physically presenting the original of the Voucher, being expressly understood that the physical failure to present the original of the Voucher, for any reason, or the presentation of a reproduction of the same, on any format, physical and / or digital, will make it impossible for the Customer to obtain the Discount, any exception removed against VFD; (ii) make the purchase on the Site, in the section dedicated to the Duomo Shop, and enter the code shown on the Voucher in the “Enter a promotional code” section”;*
- 2.1 (Period of validity and use of the Voucher) *“The Voucher may be used by the Customer, for the purposes described in art. 1.1 above, only from 31 October 2021 to 31 October 2022, being expressly understood that, after the deadline of 31 October 2022, the Voucher will cease all effectiveness and / or possibility of use and the Customer will lose the related rights, any exception removed in the comparisons of VFD”;*
- 2.2 (Period of validity and use of the Voucher) *“VFD is third and unrelated to any hypothesis of loss and / or theft of the Voucher, being expressly understood that: (i) in this case, the Customer will permanently lose the rights referred to art. 1.1 above; (ii) the Voucher is not replaceable nor can another Voucher be issued to the Customer, any exceptions removed with respect to VFD.”*

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Milan, 28 October 2021

Veneranda Fabbrica del Duomo di Milano