

TERMS AND CONDITIONS OF SALE

These terms and conditions govern the sales of products on the Shop.museodeltessuto.it Site and govern their use.

The Seller reserves the right to amend these Terms and Conditions and the PrivacyPolicy from time to time, for example as a result of changes in legislation or regulations or in the functions of the Site. The aforementioned changes will be made known to Users through the Site with an appropriate notice and for the duration of 10 (ten) days from the date of the change.

ARTICLE 1 - DEFINITIONS

For the purposes of this contract:

Vendor: Prato Textile Museum Foundation with registered office in (59100) Prato (PO), at Via Santa Chiara, 24 registered at Prato Business Registry, VAT 01937370979, email: shop-online@museodeltessuto.it

Terms and Conditions or Contract: the set of these contractual clauses that determine and define the relationship between the Seller and the Customer.

Platform or Site: shop.museodeltessuto.it

Users: any individual who accesses the Site and continues browsing it

Customer: any person who purchases products sold through the Site.

Consumer: the natural person acting for purposes unrelated to professional or business activity.

Professional: the natural or legal person acting in the exercise of his or her entrepreneurial and commercial activity and purchasing with VAT number.

Products: retail sale, under Electronic Commerce, mainly of clothing, games, accessories, educational kits for children, books also in digital format, online training.

Purchase Order or Order: the proposed purchase made by the User through the procedures of the Site and in particular through the Shopping Cart.

Purchase: the onerous purchase of the above products from the day the purchase is concluded.

Shopping Cart: the stage of the purchase procedure in which the User

formulates his or her purchase proposal, selecting the method of payment, delivery of goods and the like.

ARTICLE 2 - SUBJECT

These Terms and Conditions of Sale cover the products in the following Art. 3 and they are valid between Seller and any User who makes, as a Consumer within the meaning of applicable regulations, a purchase on the Site. If any of the terms and conditions are found to be void or ineffective, any such invalidity or ineffectiveness shall not extend to the remaining provisions of these terms and conditions.

ARTICLE 3 - PRODUCT DESCRIPTION

The Site engages in retail sales, under an Electronic Commerce regime, primarily of products selected and/or co-created by the Prato Textile Museum and local artisans and small businesses in the Region of Tuscany. All products are made by pursuing sustainability in production and processes. Clothing, games, accessories (jewelry, bags, backpacks), educational kits for children, Books in pdf and downloadable format, Paper Books, Video Courses, Training Activities are offered for sale through the Site. For some products there is the possibility of customization, while other products are unique pieces in colors and sizes. In case of purchasing unique pieces, the Customer acknowledges and accepts that in case of an exchange request it will not be possible to have an equal but at least similar product. All products are described and illustrated within the Site, in their respective sections with indications of use and/or washing. The images of the Products on the Site are for demonstration and illustrative purposes and are represented as best as possible. However, some errors, inaccuracies or small differences between the graphic/photographic representation of the Product and the actual Product. Therefore, the photographs of the Products presented on the Site do not constitute a contractual element, as they are merely and symbolically representative of the Product bought and sold. Given this particular mode of sale, the User is advised that any discrepancies between the representations of the Products on the Site and the Products actually delivered are contestable only if notable. The User therefore expressly accepts that there may be minor qualitative differences between the Product displayed on the Site and on the graphic draft compared to the actual Product.

ARTICLE 4- PRICES AND INCIDENTAL EXPENSES

The prices of the Products are displayed in euros. Specifically, the cart will detail:

- the price of the Product;
- delivery charges.

The Seller, undertakes to constantly verify that all prices shown on the Site are correct, but this cannot guarantee that there are no errors. In the event that an error is found in the price of a product, the Seller will allow the Customer the opportunity to purchase the product at the correct price or cancel the order. Prices in the online store may be subject to change. In such cases, the prices published at the time of the Order on the online store are considered. The seller reserves the right to implement special conditions of sale or promotions on the Products on its site also in accordance with the dictate of Article 17 bis of the Consumer Code. The conditions applied to promotions will be governed from time to time by the Seller through special communications in writing posted on the site.

In the event of computer, manual, technical, or any other error that may result in a material change, not foreseen by the Seller, in the sale price to the public, making it exorbitant or clearly derisory, the purchase order will be considered invalid and cancelled and the amount paid by the Customer will be refunded within 14 days from the day of cancellation, upon notification to the Client.

The Seller reserves the right to verify and evaluate the correctness and good faith of the Customer, especially in case of use of promotions or discount coupons. If the Customer's conduct is found to be unlawful and improper, the Seller will promptly notify the Customer and proceed with the cancellation of the purchase order.

ARTICLE 5 - REGISTRATION

In order to be able to make purchases from the Site, the User will be able to make a registration, through which they will enter their personal data.

The User who wants to register on the Site must provide all the requested data and is responsible for the truthfulness and correctness of them.

In the case of registration, when entering data, the User warrants that:

- Be of legal age and legally capable;

- Possess the proper requirements for registration required at the time of registration;
- Comply with all legal and contractual regulations applicable to these Terms and Conditions;
- To be the rightful owner of the data entered, which are intended to be true, correct and up-to-date.

Registration coincides with the opening of an account. Upon registration you will be asked to give your name, e-mail, and a password.

By logging into the personal area, the Customer can view the shopping cart, order history, and exercise the right of withdrawal.

The e-mail address given during registration allows the Seller to notify the User of all messages related to the Services, Products and the Site in general. The use of temporary e-mails for registration is prohibited. In cases of abuse, the Seller reserves the right not to accept the registration, revoke it, as well as to provide for reporting for action to the competent Authorities.

All transmitted data will be treated with the utmost respect for the legislation on the protection of Privacy. The Seller will use them to complete orders and only in the case explicit consent is given in this regard, the data may also be processed for the purpose of providing information about its initiatives, such as news or promotional discounts.

ARTICLE 6 - PURCHASE PROCEDURE AND CONCLUSION OF THE SALE

The User may purchase all Products offered for sale within the Site, as described in the relevant information sheets, by following the purchase procedures provided in the Site itself. When purchasing the Products, the Customer must follow all the instructions contained on the appropriate page of the Site. To purchase the Products, the Customer shall complete and send to the Seller the Purchase Order form in electronic format, following all the instructions contained in the appropriate page of the Site. He/she will find a summary of the main commercial conditions, including the price, the product sheet containing the material, means of payment and mode of delivery, as well as information on the main characteristics of the ordered Products and a reference to the Terms and Conditions. The Customer must put the Product he/she wishes to purchase in the appropriate "Shopping Cart" and, after having read the Terms and Conditions,

with particular reference to the contribution for delivery costs, the methods of exercising the right of withdrawal, and the Privacy Policy, he/she must select the desired method of payment and proceed with payment.

The applicable Terms and Conditions are those in effect at the time of the Order and can be found on the Site. The contract entered into between the Seller and the Customer shall be deemed concluded upon acceptance of the Order, by the Seller.

Acceptance of the Order will be communicated by the Seller to the Customer by means of an email, sent to the email address provided. The Seller reserves the right to evaluate the acceptance of orders received and may reject or otherwise not process purchase orders that are incomplete or incorrect, or in the event of unavailability of the Products or that result in the delivery of the ordered Products to certain inconvenient geographical areas.

The Seller will notify the Customer of any inability to accept orders received in the shortest possible time starting from the time the Customer has transmitted the Order and will refund any sums already paid by the Customer for payment of the Products. Any right of the Customer to damages or compensation, as well as any contractual or extra-contractual liability for direct or indirect damages to persons and/or property, caused by the non-acceptance, even partial, of an Order by the Seller is excluded.

ARTICLE 7 - MODE OF PAYMENT

The payment method available on the Site is **Stripe**. Customer may pay for its Order through the Stripe platform, which allows it to make and receive payments by rechargeable card or credit card falling under Visa or Mastercard. Customer acknowledges and agrees that Seller shall not be held liable in the event of delay or non-delivery of a product if Customer's credit card issuer refuses or fails to authorize the charge for any reason.

ARTICLE 8 - PRODUCT SHIPMENT AND DELIVERY TIME

All orders are processed and delivered on working days (Monday-Friday, excluding holidays). Orders placed on Saturday and Sunday will not be processed until the following Monday.

For each order placed on the Site, the Seller shall issue a receipt for the goods

shipped. For the issuance of the receipt, the information provided by the Customer at the time of the order shall be authentic. No changes in receipt will be possible, after the issuance of the same. The lead time for the realization of the product, if it is a customized product, requires a maximum period of 30 days. The Seller shall not be responsible for unforeseeable delays, it being understood that, except in cases of force majeure, the Products will be delivered within a maximum period of 30 (thirty) days from the day following the day on which the Customer has transmitted the order unless the Seller notifies the Customer within the same period of time of the supervening unavailability, even temporarily, of the ordered products.

Seller will deliver purchased Products by specialized carriers, with standard service, Monday through Friday, excluding holidays and national holidays. Products shipped within Italy are indicatively delivered within 3-5 business days and within 7 business days in inconvenient areas and islands. Products shipped within the European Union are indicatively delivered within 5-8 business days of shipment. The above delivery terms are indicative only and not essential. Any variation to the above will be promptly communicated via e-mail to the Customer.

No indemnity may be claimed from the Seller in the event of damages due to delay and/or interruption, and/or total or partial suspension of deliveries not dependent on the Seller's own fact and fault. This also applies to cases of delays, interruptions or suspensions due to causes such as but not limited to work stoppages, labor unrest, delays attributable to suppliers, energy deficiencies, suspension of transportation. At the time of delivery, the Customer acknowledges and accepts that a person expressly delegated by him or her must be present or must be present with exoneration of all liability on the part of the Seller.

The Customer at the time of delivery is required to check that the number of packages delivered corresponds to what is indicated in the transport document and that the packaging is intact, not damaged, nor wet or otherwise altered, even in the sealing materials. In the event that a product arrives that has been damaged in transit or different from that ordered, the Customer must photograph the package and the goods so that any damage can be demonstrated. The Customer may request the Seller by email (attaching the photo of the damaged product) for a replacement and the Seller will send back the correct product and pick up the product to be replaced at the Customer's home and at

the Customer's expense. The Customer will only have to prepare the goods for collection carefully packed and complete with all its parts, including transport documents. In any case, he/she will be contacted as soon as possible by the Seller to be informed about the timing of the product replacement.

ARTICLE 9- RIGHT OF WITHDRAWAL

All purchases made by the Consumer Customer at the Site are covered by the guarantee of the right of withdrawal, which gives the opportunity to return, for any reason, the purchased product and to obtain a refund of the expense incurred within 14 days.

To exercise this right within 14 working days from the date of delivery of the goods, it is sufficient to notify the Seller that you wish to withdraw in whole or in part from the purchase by any explicit statement to that effect by e-mail. Within the same period, the Customer must arrange, using a shipping method of his choice, for the shipment of the merchandise reinstated in its original packaging, undamaged and in perfect condition complete with all its parts, and carefully packed to the Seller's headquarters.

The only fees required are those related to the return of the product.

Upon receipt of the goods, once the integrity of the returned Product has been verified, no later than 14 days, Seller will refund the cost of the goods shipped. Excluded from the refund are the costs incurred in returning the goods. For purchases made regardless of the payment method chosen by the Customer, the refund will be made only by bank transfer/by the same method of payment therefore the Customer must indicate his bank details (or other). The risks of transportation for the return of the Products are fully borne by the Customer, as well as the costs necessary for the return of the Products subject to withdrawal.

Finally, without prejudice to the foregoing, please note that the Customer is responsible for any diminution in the value of the Products resulting from any handling of the goods other than what is necessary to establish their nature, characteristics, and operation.

The Customer expressly acknowledges and agrees that:

- the right of withdrawal does not apply to products received more than 15 working days (in which case the return of the goods will be refused);
- the right of withdrawal cannot be exercised in the event that the products

purchased have been used, assembled even partially;

- the right of withdrawal is excluded in the case of the purchase of packaged products, the original packaging of which has been tampered with or damaged by the Customer, or the purchase of custom-made or personalized items or which, by their very nature, cannot be returned or are likely to deteriorate or alter rapidly or purchase of handcrafted, finished, polished and packaged items commissioned by the Customer.

- the right of withdrawal is excluded in the case of the purchase of packaged and sealed products that are not suitable for return for hygienic or health protection-related reasons and have been opened after delivery.

The right of withdrawal is excluded for Professional Customers (purchase with VAT number).

Withdrawal form

Addressed to:

Fondazione Museo del Tessuto di Prato, headquartered in (59100) Prato (PO), at Via Santa Chiara, 24 registered with the Prato Register of Companies, VAT number 01937370979, email: shop-online@museodeltessuto.it
museodeltessuto@pec.uipservizi.it

I/we hereby give notice of withdrawal from my/our contract of sale of the following goods/services:

_____ (insert here a description of the goods/services from whose purchase you intend to withdraw)

Ordered on: _____ (insert date)

Received on: _____ (insert date)

Name of consumer(s): _____

(sign only if this form is served in paper version)

ARTICLE 10 LEGAL WARRANTY

The Consumer Customer has the right to the legal guarantee of 24 months in accordance with Legislative Decree no. 206/2005 and its subsequent amendments. In case of receipt of Products that do not conform to the orders or are defective, the Customer must notify the Seller by e-mail, accompanying any photographs

and details. In order to take advantage of the warranty, it is necessary to show the purchase documents.

In case of lack of conformity of the good, the consumer has the right:

- To the restoration of compliance,
- Or to the proportional price reduction,
- Or to the termination of the contract.

For the purpose of restoring the goods to conformity, the consumer may choose between repair and replacement, provided that the chosen remedy is not impossible or excessively burdensome for the seller taking into account:

- Of the value of the asset in the absence of the defect,
- Of the extent of the defect,
- Of the possibility of exhausting the alternative remedy without inconvenience to the consumer.

The consumer has the right to proportional price reduction or termination of the contract:

- If the seller has failed to repair or replace the good,
- If a lack of conformity becomes apparent despite an attempt to restore the good,
- Whether the lack of conformity is so serious as to warrant price reduction or termination,
- If the seller has stated or it appears from the circumstances that he will not restore conformity within a reasonable time.

The consumer does not have the right to terminate the contract if the lack of conformity is slight and it is up to the seller to prove it.

The consumer is entitled to a price reduction proportional to the decrease in value of the good.

If the contract is terminated, it is exercised by direct declaration to the seller. If the lack of conformity concerns only some of the goods delivered, the contract may be terminated limited to them. In case of termination, the consumer:

- must return the goods to the seller at the seller's expense,
- the seller shall refund to the consumer the price paid for the goods upon receipt of the goods or evidence provided by the consumer as to whether the goods have been returned or shipped.

If the Customer is a Professional, he is not entitled to the legal guarantee of conformity but only the legal guarantee provided for by the Civil Code, whereby

in the case of defects in the Products sold that make them unfit for use or that are such as to appreciably diminish their value, the same may request a reduction in price or termination of the sale in the cases provided for by the same Civil Code and to this end he must notify the Seller of the presence of the defect within 8 (eight) days of its discovery, and in any case within 1 (one) year of delivery.

ARTICLE 11 - FORCE MAJEURE

The Seller does not assume any responsibility for inefficiencies attributable to force majeure that prevented, in whole or in part, the execution of the contract in the expected time. The Seller shall not be liable to the Customers for any damages, losses and costs incurred as a result of non-execution or delayed execution of the contract, the Customer being entitled only to a refund of the price paid.

The Seller shall not be liable for damages resulting from disconnections, interruptions of the Site, as well as loss of data consequently occurring and attributable to the same.

In case of force majeure the execution of the Order will be suspended.

This suspension may last for a maximum period of 3 (three) months, after which after which the Parties may decide whether to continue or cancel the Order.

ARTICLE 12 - INTELLECTUAL AND INDUSTRIAL PROPERTY

The Site (and its content and graphics), trademark, domain name, related sub-domains and all intellectual and industrial property rights related to them, are owned by exclusive property of the Seller, are reserved to it and are not and will not be transferred or licensed under any circumstances to the Customer. Therefore, the User or the Customer shall not reproduce, duplicate, copy and redistribute, retransmit including to other websites, transfer or otherwise make available to third parties in any capacity whatsoever or otherwise use for any purpose other than storage and/or consultation the Sites and/or Site Content, without the prior express and formal approval of the Seller.

ARTICLE 13 - FAILURE TO EXERCISE A RIGHT

The failure of the Seller to exercise a right does not represent any waiver of its right to take action against the Customer or any third party for breach of its

commitments. The Seller therefore reserves the right to enforce its rights in any case, within the terms granted.

ARTICLE 14 - PROCESSING OF PERSONAL DATA (PRIVACY)

The Personal Data provided or acquired will be subject to Processing based on the principles of fairness, lawfulness, transparency and protection of confidentiality in accordance with current regulations. The Seller, as the Data Controller, processes the Personal Data of the Users by adopting appropriate security measures aimed at preventing unauthorized access, disclosure, modification or destruction of Personal Data. The Processing is carried out by means of computer and/or telematic tools, with organizational methods and logics strictly related to the indicated purposes. The User's Data are collected for the execution of pre-contractual measures; to fulfill the obligations arising from the contract entered into; for the registration procedure aimed at the purchase of Products; to follow up on specific requests addressed to the Owner by the User; to send promotional and commercial information and offers also through the newsletter service based on the consent freely expressed by the User; for soft spam purposes for promotional communications having as object the Products purchased without the need for the express and prior consent of the User, as provided for by art. 130, 4 paragraph, Code of the Privacy as amended by Legislative Decree No. 101 of 2018. The Client is therefore invited to carefully read the information on the processing of personal data (**Privacy Policy**) made pursuant to EU Regulation 679/2016, as well as on the use of cookies with the relevant consent to processing where required (**Cookies Policy**).

ARTICLE 15 - APPLICABLE LAW AND PLACE OF JURISDICTION

These Terms and Conditions are entirely governed by Italian law. Any dispute arising in connection with the validity, interpretation, performance and termination between the contracts entered into online by the Customer Consumer with the Seller shall be within the exclusive jurisdiction of the court of the place of residence of the Consumer (so-called consumer forum).

Any dispute arising in connection with the validity, interpretation, execution and termination between the contracts entered into online by the Professional Client with the Seller will be the exclusive jurisdiction of the Court of Prato.

ARTICLE 16 - DISPUTE RESOLUTION

According to Article 49 paragraph 1 letter V of Legislative Decree No. 206/2005 (Consumer Code) the Consumer Customer may make use of the Joint Conciliation Procedure (ADR). Pursuant to Article 14 of Regulation 524/2013, in the event of a dispute, the Consumer Customer may file a complaint through the European Union ODR platform <http://ec.europa.eu/consumers/odr/>. For more information contact the Seller at the email: info@museodeltessuto.it.

ARTICLE 17 COMMUNICATIONS

For further information of any kind you can contact the Seller at the following contact details: info@museodeltessuto.it

Pursuant to Articles 1341 and 1342 of the Civil Code, the Customer declares that he/she has carefully read and accepts all the clauses of these Terms and Conditions of Sale and in particular those of Articles 3, 6, 8, 9, 10, 11 and 15.