

TERMS AND CONDITIONS OF SALE

The present terms and conditions govern sales of products on Site Shop.museodeltessuto.it and govern their use.

The Vendor reserves the right to modify these Terms and Conditions of Sale and the Privacy Policy from time to time, for example following 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 a specific notice and for a duration of 10 (ten) days from the date of the change.

ARTICLE 1 DEFINITIONS

For the purposes of this contract, the following definitions shall apply:

Seller: Fondazione **Museo del Tessuto** di Prato with registered office in **(59100) Prato (PO)**, at **Via Santa Chiara, 24** enrolled in the Register of Companies of Prato, **VAT number** 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 subject who accesses the Site and continues browsing it

Customer: any subject who purchases products sold through the Site
Consumer: the natural person acting for purposes unrelated to professional or entrepreneurial activities.

Professional: the natural person or legal entity acting in the exercise of its entrepreneurial and commercial activity and who purchases with VAT number.

Products: retail sale, under the Electronic Commerce regime, mainly of clothing,

games, accessories, educational kits for children, books also in digital format, online training service.

Services: sale of videos, courses and streaming activities, events and activities within the museum, educational activities for schools, sale of tickets for exhibitions and events

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

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

Shopping cart: the phase of the purchase procedure in which the User formulates his/her proposal of purchase, selecting the methods of payment, delivery of the goods and the like.

ART. 2 SUBJECT

These Terms and Conditions of Sale concern the products and services referred to in Article 3 below and are valid between the Seller and any User who makes a purchase on the Site as a Consumer in accordance with the regulations in force. Should one of the conditions prove to be null and void or ineffective, any nullity or ineffectiveness does not extend to the remaining clauses of these terms and conditions.

ARTICLE 3 DESCRIPTION OF PRODUCTS AND SERVICES

The Site deals with retail sales, under the Electronic Commerce regime, mainly of products and services chosen and/or co-produced by the Prato Textile Museum and artisans and businesses with a focus on the sale of sustainable products. The Site sells clothing, games, accessories (e.g.: jewellery, bags, backpacks), educational kits for children, books in pdf and downloadable format, paper books, videos,

courses, training activities, tickets for exhibitions and events. For some products there is the possibility of customisation, while other products are unique pieces in colours, sizes and measurements. In the case of the purchase of unique pieces, the Customer acknowledges and accepts that in the event of an exchange request, it will not be possible to have the same or at least a similar product. All products offered are described and illustrated within the Site, in the respective sections with indications of use and/or washing. The images of the Products on the Site are for demonstration and illustration purposes and are represented as best as possible. However, there may be 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 sold. Given this particular method of sale, the User is warned that any discrepancies between the representations of the Products on the Site and the Products actually delivered can only be disputed if they are considerable. The User therefore expressly accepts that there may be slight differences in quality between the Product displayed on the Site and on the graphic draft and the real Product.

The Customer may purchase, via the Supplier's website and/or other official channels, the following types of services:

a) Videos in streaming on demand, made available through private links on the Vimeo platform, not downloadable and usable either for the duration indicated at the time of purchase, or for as long as the content remains uploaded on the Vimeo platform, according to the choices and availability determined by the Museum. The Provider reserves the right to remove or replace videos at any time due to technical requirements, updates, editorial changes or institutional reasons. In this case, no reimbursement will be made;

b) Courses, events and activities in live streaming, with remote participation on the

dates and times indicated from time to time;

c) On-site courses, events and activities, held at the Museum or other venue indicated by the Supplier, according to the published schedule;

d) Museum entrance tickets, which may be purchased online for the dates available.

All purchased services are subject to availability, the specific conditions stated at the time of the order, and this contract. The Supplier reserves the right to change, suspend or cancel individual services upon prior notice to the Customer.

ART. 4 PRICES AND ANCILLARY CHARGES

Prices are displayed in euros. In particular, the shopping cart will show in detail:

- the price;
- the delivery charges.

The Seller undertakes to constantly check that all the prices indicated on the Site are correct, without however guaranteeing the absence of errors. In the event that an error is found in the price of a product, the Seller shall allow the Customer the option of purchasing the product at the correct price or cancelling the order. Prices in the online shop may vary. In such cases, the prices published at the time of the order in the online shop shall be taken into account. The seller reserves the right to implement special sales conditions or promotions on the Products present on its website also in compliance 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 by means of specific written notices published on the site.

In the event of a computer, manual, technical or any other error that results in a substantial 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, subject to notification to the Customer. The Seller reserves the right to verify and assess the correctness and good faith of the Customer, especially in the case of using promotions or discount coupons. Should the Customer's behaviour prove to be unlawful and incorrect, the Seller shall promptly notify the Customer and proceed with the cancellation of the purchase order.

ARTICLE 5 REGISTRATION

To be able to make purchases from the Site, the User may carry out a special registration, through which he/she shall enter his/her personal data while he/she is required to register in order to take advantage of certain services.

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

In the case of registration, at the time of data entry the User warrants that:

- be of legal age and legally capable
- possess the proper registration requirements at the time of registration; and
- comply with all legal and contractual regulations applicable to these Terms and Conditions;
- be the lawful owner of the data entered, which shall be deemed true, correct and up-to-date. Registration coincides with the opening of an account.

Upon registration, the User will be asked to provide a name, e-mail address and a password. By accessing the personal area, the Customer will be able to view the shopping cart, the order history and exercise the right of withdrawal.

The e-mail address given during registration enables the Seller to notify the User of all messages relating 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, to revoke it, as well as to report for action to the competent Authorities.

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

ART. 6 PURCHASE PROCEDURE AND CONCLUSION OF THE SALE

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

Terms and Conditions, with particular reference to the contribution for delivery costs, the terms for exercising the right of withdrawal, and the Privacy Policy, the Customer shall select the desired payment method and proceed with the payment.

The applicable Terms and Conditions are those in force at the time of the Order

and can be found on the Site. The contract stipulated between the Seller and the Customer shall be concluded with the Seller's acceptance of the Order.

Acceptance of the Order will be communicated by the Seller to the Customer by means of an e-mail, sent to the e-mail address communicated. The Seller reserves the right to evaluate the acceptance of the orders received and may refuse or in any case not process purchase orders that are incomplete or incorrect, or in the event of unavailability of the Products or that entail the delivery of the Products ordered in certain geographically inconvenient areas.

The Seller shall inform the Customer of any impossibility to accept the orders received in the shortest possible time from the moment the Customer has transmitted the Order and shall refund any sums already paid by the Customer for payment of the Products and/or Services. 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 Seller's non-acceptance, even partial, of an Order is excluded.

ART. 7 METHODS OF PAYMENT

The payment method available on the Site is Stripe. The Customer can pay for his Order through the Stripe platform that allows to make and receive payments by rechargeable card or credit card belonging to the Visa or Mastercard circuit. The Customer acknowledges and accepts that the Seller will not be held liable in the event of delay or non-delivery of a product if the Customer's credit card issuer refuses or does not authorise the charge for any reason whatsoever.

ART. 8 SHIPPING AND DELIVERY TIMES

All orders are processed and delivered on weekdays (Monday-Friday, excluding holidays). Orders placed on Saturdays and Sundays shall 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 when placing the order shall be taken as the basis. No change in the receipt shall be possible after it has been issued. In the case of a customised product, a maximum period of 30 days shall apply. The Seller shall not be liable for unforeseeable delays, it being understood that, except in cases of force majeure, the Products shall be delivered within a maximum term of 30 (thirty) days starting from the day after the day on which the Customer has transmitted the order unless the Seller informs the Customer within the same term of the unavailability, even temporary, of the products ordered.

The Seller shall deliver the purchased Products by specialised carriers, with standard service, from Monday to Friday, excluding public holidays and national holidays. The Products shipped in Italy are indicatively delivered within 3-5 working days and within 7 working days in inconvenient areas and islands. Products shipped within the European Union are delivered approximately within 5-8 working days from shipment. The delivery terms indicated above are purely indicative and not essential. Any variations to the above will be promptly communicated to the Customer by e-mail.

No indemnity may be claimed from the Seller in the event of damage due to delay and/or interruption and/or total or partial suspension of deliveries that are not the fault of the Seller. This also applies to delays, interruptions or suspensions due to causes such as, but not limited to, work interruptions, labour unrest, delays attributable to suppliers, energy shortages, suspension of transport. At the time of delivery, the Customer acknowledges and accepts that a person expressly delegated by the Customer must be present or must be present with exoneration of all liability on the part of the Seller.

At the time of delivery, the Customer is obliged to check that the number of packages delivered corresponds to the number indicated in the transport

document and that the packaging is intact, undamaged, not wet or in any way altered, including the sealing materials. In the event that a product arrives that has been damaged during transport or that differs from the product ordered, the Customer shall photograph the package and the goods, so as to be able to prove any damage. The Customer may ask the Seller by email (enclosing the photo of the damaged product) for a replacement and the Seller shall send back the correct product and collect the product to be replaced from the Customer's home at his expense. The Customer shall only have to prepare the goods for collection carefully packed and complete with all its parts, including the transport documents. In any case, he shall be contacted as soon as possible by the Seller to be informed of the time required to replace the product.

ARTICLE 9 RIGHT OF WITHDRAWAL

All purchases made by the Consumer-Customer on the Site are covered by the guarantee of the right of withdrawal, which gives the Customer the opportunity to return, for any reason whatsoever, the purchased product and to be reimbursed within 14 days. In order to exercise this right within 14 working days from the date of delivery of the goods, it is sufficient to notify the Seller of the intention to withdraw in whole or in part from the purchase by means of any explicit declaration to this effect by e-mail. Within the same term, the Customer must arrange, using a shipping method of his choice, for the goods to be shipped back in their original packaging, undamaged and in perfect condition complete with all their parts, and carefully packed to the Seller's premises.

The only costs 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, within and no later than 14 days, the Seller will refund the cost of the goods shipped. Costs incurred in returning the goods are excluded from the refund. For purchases made regardless of the payment method chosen by the Customer, the refund shall be made only by bank transfer/by the same means of

payment, therefore the Customer shall indicate his bank (or other) details. The risks of transport for the return of the Products shall be borne in full by the Customer, as well as the costs necessary to return the Products subject to withdrawal.

Without prejudice to the foregoing, it is finally recalled that the Customer shall be liable for any diminution in the value of the Products resulting from handling the goods other than what is necessary to establish their nature, characteristics and functioning.

The Customer expressly acknowledges and accepts that:

- the right of withdrawal does not apply to products received more than 15 working days previously (in which case the return of the goods will be refused).
- the right of withdrawal cannot be exercised if the purchased products have been used, even partially assembled.
- 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 made-to-measure or clearly customised articles or which, due to their nature, cannot be returned or are liable to deteriorate or alter rapidly or the purchase of handcrafted, finished, polished and packaged articles commissioned by the Customer.
- The right of withdrawal is excluded in the case of the purchase of packaged and sealed products that cannot be returned for hygienic or health protection reasons and have been opened after delivery.

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

Addressed to:

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

museodeltessuto@pec.uipservizi.it

I hereby give notice of withdrawal from my 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): _____

Address of consumer(s): _____ Date: ____

With regard to the services, the Customer expressly acknowledges and accepts that the right of withdrawal is excluded, pursuant to Article 59 of the Consumer Code, in the following cases:

- Provision of digital content by means of a non-material medium, as performance is immediate. This applies, by way of example, to videos purchased and made accessible via Vimeo links, as well as to other digital content provided in streaming or download mode.
- Provision of services related to leisure, where the contract provides for a specific date or period of performance. This includes, but is not limited to, tickets, events, courses, workshops, family or school activities purchased for a specific date.

Notwithstanding the above, for educational activities for schools only, it will be possible to cancel at least 48 hours prior to the scheduled date of the activity. In

this case only the amount possibly paid by the museum operator for the activity already scheduled will be retained and the remaining amount already paid will be refunded to the Client.

ART. 10 LEGAL GUARANTEE

The Consumer Customer is entitled to the legal guarantee of 24 months pursuant to Legislative Decree 206/2005 and its subsequent amendments. In the event of receipt of Products that do not conform to the orders or are defective, the Customer shall notify the Seller by e-mail, attaching any photographs and details. In order to benefit from the guarantee, it is necessary to show the purchase documents.

In the event of a lack of conformity of the goods, the consumer has the right:

- to the restoration of conformity
- or to a proportional reduction in the price
- or to the termination of the contract.

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

- of the value of the goods in the absence of the defect
- the extent of the defect,
- the possibility of an alternative remedy without inconvenience to the consumer.

The consumer is entitled to a proportional reduction of the price or to termination of the contract:

- if the seller has failed to repair or replace the goods,

- if a lack of conformity becomes apparent despite an attempt to repair the goods,
- if the lack of conformity is so serious as to justify the reduction of the price or termination,
- if the seller has declared 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 goods.

If the contract is rescinded, it is exercised by a declaration directed to the seller. If the lack of conformity concerns only some of the goods delivered, the contract may be rescinded limited to those goods. In the event of termination, the consumer:

- must return the goods to the seller at the latter's expense,
- the seller refunds the consumer the price paid for the goods upon receipt of the goods or of evidence provided by the consumer that the goods have been returned or dispatched.

If the customer is a Professional, he is not entitled to the legal guarantee of conformity but only to the legal guarantee provided for by the Civil Code, whereby in the case of defects of the Products sold that make them unfit for use or that are such as to diminish their value appreciably, the same may request a reduction in the price or termination of the sale in the cases provided for by the same Civil Code and to this end shall 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 shall not be liable for inefficiencies attributable to force majeure that prevent, in whole or in part, the fulfilment of the contract within the foreseen time. The Seller shall not be liable to the Customer for any damages, losses and costs incurred as a result of the 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 any damages resulting from disconnections, interruptions of the Site, as well as the loss of data consequently occurring and attributable to the same.

In the event of force majeure, the execution of the Order shall 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), the trademark, the domain name, its sub-domains and all intellectual and industrial property rights relating thereto are the exclusive property of the Seller, are reserved by it and are not and will not be transferred or licensed under any circumstances to the Customer. Therefore, the User or the Customer may not reproduce, duplicate, copy and redistribute, retransmit also to other websites, transfer or otherwise make available to third parties for any reason whatsoever, or otherwise use for purposes other than storage and/or consultation the Sites and/or the Contents of the Site, without the prior express and formal approval of the Seller.

ARTICLE 13 FAILURE TO EXERCISE A RIGHT

The non-exercise of a right by the Seller does not represent any waiver of action against the Customer or third parties for breach of obligations. 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 principles of correctness, lawfulness, transparency and protection of confidentiality in accordance with current regulations. The Seller, in its capacity as Data Controller, processes the Users' Personal Data by adopting appropriate security measures aimed at preventing unauthorised access, disclosure, modification or destruction of Personal Data. The Processing is carried out using computer and/or telematic tools, with organisational methods and logics strictly related to the purposes indicated. The User's Data are collected for the execution of pre-contractual measures; to fulfil the obligations deriving from the stipulated contract; for the registration procedure aimed at the purchase of Products; to follow up on specific requests made to the Controller by the User; to send promotional and commercial information and offers also through the newsletter service on the basis of the User's freely expressed consent; for soft spam purposes for promotional communications concerning the Products purchased without the need for the User's express and prior consent, as provided for by art. 130, 4 paragraph, Privacy Code as novated by Legislative Decree no.101 of 2018. The Customer is therefore invited to carefully read the information on the processing of personal data [\(Privacy Policy\)](#) provided pursuant to EU Regulation 679/2016, as well as on the use of cookies with the relevant consent to processing where required [\(Cookie Policy\)](#).

ART. 15 APPLICABLE LAW AND COMPETENT COURT

These Terms and Conditions are entirely governed by Italian law. Any dispute that may arise in relation to the validity, interpretation, execution and termination of the contracts stipulated online by the Consumer-Client with the Seller shall fall under the exclusive jurisdiction of the court of the place of residence of the

Consumer's place of residence (so-called consumer's forum).

Any dispute that may arise in relation to the validity, interpretation, execution and termination between the contracts stipulated on line by the Professional Customer with the Seller will be the exclusive jurisdiction of the Court of Prato.

ARTICLE 16 RESOLUTION OF DISPUTES

Pursuant to articles 141 and following of the Consumer Code (Legislative Decree no. 206/2005), the Customer who has the status of consumer may make use of alternative dispute resolution (ADR) instruments to settle any disputes that may arise in relation to the services covered by this contract. To this end, the Client may contact one of the ADR entities registered in the special list kept by the Ministry of Enterprise and Industry, which may be consulted at the following address: www.mimit.gov.it. This is without prejudice to the Client's right to take legal action in any case before the competent ordinary judicial authority.

ARTICLE 17 COMMUNICATIONS

For further information of any kind, the Seller may be contacted at the following addresses: shop-online@museodeltessuto.it

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he has carefully read and accepts all the clauses of these Terms and Conditions of Sale and in particular those of Articles Art. 3 - Description of the products; Art. 4 - Prices and additional costs; Art. 6 - Purchase procedure and conclusion of the sale; Art. 8 - Shipping and delivery times of the product; Art. 9 - Right of withdrawal; Art. 11 - Force majeure; Art. 12 - Intellectual property; Art. 13 - Failure to exercise a right; Art. 15 - Competent Court.