

Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the web site www.painting-quadri-g-mosso.com that provides Vendita dipinti is offered to the users.

1. Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, shall have the meaning indicated below:

- **Owner:** Giangiorgio Mosso , Via San Sebastiano n.31 Colle di val d'Elsa 53034 Siena , MSSGGR53C18L219J , VAT number 00850400524 , certified e-mail address (PEC) tuttobene@pec.it
- **Application:** the web site www.painting-quadri-g-mosso.com
- **Products:** the goods provided to the user by the Owner
- **User:** any person who accesses and uses the Application
- **Consumer User:** the natural person who enters into a contract for purposes which are not related to his trade, business or profession
- **Non-Consumer User:** the natural person of legal age or legal person who enters into a contract for the performance or for the needs of his trade, business or profession
- **Conditions:** this contract which governs the relationship between the Owner and the Users as well as the sale or supply of the Products offered by the Owner through the Application.

2. Detailed information on the Application's offer

The Application provides Users Opere pittoriche di diverse dimensioni eseguite con diverse tecniche, acquerelli originali su carta ,dipinti acrilici su tela e cartone telato,pittura a olio. Tutte eseguite dal titolare del sito.

3. Scope of the Conditions

The use of the Application implies full acceptance of the Conditions by the User. Should the User not accept the Conditions and / or any other note, legal notice, information published or referred to therein, the User shall not use the Application or the services related.

The Owner may amend the Conditions at any time.

The applicable Conditions are those in force on the date of transmission of the purchase order or request for the supply of a Product.

Before using the Application, the User is required to read the Conditions carefully save or print them for future reference.

The Owner reserves the right to change, at his own discretion and at any time, the graphic interface of the Application, the Contents and their organisation, as well as any other feature that characterises the functionality and management of the Application, communicating to the User the relative instructions, when necessary.

4. Purchase or delivery request through the Application

All Products offered through the Application are described in detail in the relevant product pages (quality, features, availability, price, delivery method, times and expenses, accessory charges, etc.). Some errors, inaccuracies or small differences between what is published in the Application and the Product may occur. Furthermore, the images of the Products shall be considered as a mere representation and do not constitute a contractual element.

Purchases and / or delivery requests of one or more Products through the Application are permitted both to Consumer Users and to Non-Consumer Users.

Purchases and / or delivery requests are permitted only to natural persons of legal age. For minors, any purchase and / or request for the supply of Products through the Application shall be examined and authorised by the parents or those exercising parental authority.

The offer of Products through the Application shall be deemed as an invitation to prepare an offer and the order sent by the User as contractual purchase proposal and / or a delivery request, subject to the confirmation and / or the acceptance of the Owner as described below. Therefore, the Owner has the right to accept or refuse the User's order or delivery request at its discretion. Accordingly, the User is not entitled to complain about the Owner's decision for any reason.

The contract of sale or provision of the Products is deemed to be concluded with the Owner's acceptance of the User's contractual purchase proposal or delivery request. The Owner shall inform the User of the acceptance by sending an order confirmation to the e-mail address indicated by the User or by displaying a web order confirmation page. The confirmation shall contain the date of the order, User's data, the characteristics of the Product and the information on its availability, the price or the manner in which the price is to be calculated, further charges and / or taxes, if any, delivery address, delivery times and costs, if any, the

procedures for exercising the right to withdrawal or its possible exclusion and the guarantee.

The contract of sale or supply of the Products is not effective between the parties in absence of what is indicated in the preceding paragraph.

In the event that the Product is not available, the Owner shall inform the User the new terms of delivery and ask if the User intends to confirm the order. It is understood that the contract shall be deemed as concluded only with reference to the Products accepted by the Owner.

The User shall verify the correctness of the data reported in the order confirmation and immediately notify the Owner of any errors. The User shall keep a copy of the order, of the confirmation and of the Conditions.

5. **Prices and payments**

For each Product the price including VAT, if due is indicated. If the price cannot be calculated in advance, due to the nature of the Product, the methods for calculating the price shall be indicated.

Furthermore, all possible taxes, additional costs and delivery costs which may vary depending on the destination, the chosen delivery method and / or the payment method used shall be indicated. If these expense items cannot reasonably be calculated in advance, there shall be an indication of which expenses to be charged to the User.

The Owner reserves the right to change the price of the Products as well as any additional costs at any time. It is understood that price changes shall in no case affect the contracts already concluded before such change.

The User undertakes to pay the price of the Product within the times with and methods indicated in the Application and to communicate the information requested.

All communications relating to payments are made using a connection protected by an adequate security system. The Owner guarantees the storage of the payment information with an additional level of security and in compliance with legal provisions on the protection of personal data.

6. **Billing**

The User who intended to receive the invoice for the payment shall provide the Owner with the billing information. In this case, the User declares that the information provided is true and releases the Owner from any liability in this regard.

7. **Material Products' delivery methods**

The material products and / or digital goods supplied on a material support shall be delivered to the address indicated by the User, in the manner and at the time chosen or indicated in the Application and reported in the order confirmation. Unless otherwise specified, the delivery terms specified in the order confirmation shall provide the period of time usually required to deliver the Product from the moment the courier takes charge.

In the event that it is not possible to provide the Products requested, a prompt notice shall be given to the User via e-mail, indicating the expected time of delivery or the reasons that make the delivery not possible.

If the User does not intend to accept the new term or the delivery has become impossible, he can request a refund of the amount paid, which shall be paid promptly with the payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of the refund request.

Upon receipt of the Product, the User is required to verify its compliance with the order as well as the integrity of the packaging. In case of evident damage to the packaging and / or to the Product, the User can refuse the delivery of the Product and may return it without any charge. Once the delivery document has been signed, the User cannot make any objection to the external characteristics of the Products delivered.

The Owner is not liable for damages losses and costs incurred as a result of the failure to execute the contract due to force majeure.

8. **Exclusion of the right to withdrawal of Non-Consumer Users**

The Non-Consumer User is not entitled to withdraw from the contract of sale or delivery of the Products. The User expressly acknowledges that the indication in the order of a VAT identification number qualifies him as a Non-Consumer User.

9. **Right to withdrawal of Consumer Users from the purchase of Material Products**

The Consumer User who, for any reason, is not satisfied with the Product has the right to withdraw from the contract without penalty and without specifying the reason, within the term of 15 days from the date of delivery of the Product, by sending a written communication to the e-mail address g.mosso@yahoo.it, using the optional withdrawal form provided in the following article or any other written declaration.

In the case of separate delivery of more than one Product, ordered by the Consumer User with a single order, the term of 15 days for exercising the right to withdrawal starts from the day of delivery of the last product.

In case of withdrawal, the Consumer User must return the Product to the Owner, without undue delay and in any case no later than 14 days from the date on which he notified his decision to withdraw from the contract. The Consumer User shall only bear

the direct cost of returning the Product, unless the Owner has declared to bear it.

In case of withdrawal exercised correctly, the Holder shall refund the payments received by the User. The refund shall be paid promptly with payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of refund request.

The Owner shall not reimburse the delivery costs if the Consumer User has expressly chosen a type of delivery different from the least expensive type of delivery offered by the Owner.

The Owner may withhold the reimbursement until the Product is returned or until the Consumer User has demonstrated that he has returned it, unless he has offered to pick up the Product himself.

The Owner may not accept the return if the Product is malfunctioning due to improper use, negligence, physical, aesthetic or superficial damage or alteration, tampering or improper maintenance or wear and tear or absence of integral elements of the product (accessories, parts, etc.). In such cases, the Owner will return the purchased Product to the sender, charging the shipping costs to the sender.

10. **Optional form to exercise the right to withdrawal**

The User can withdraw from the contract by using the following form, which must be completed in its entirety and sent to the e-mail address g.mosso@yahoo.it before the withdrawal period has expired:

I hereby communicate the withdrawal from the sales or supply contract relating to the following product _____

Order number: _____

Date of the order: _____

Name and surname: _____

Address: _____

E-mail associated with the account from which the order was made: _____

Date: _____

11. **Material Products' guarantee for Non-Consumer Users**

With regard to Material Products, Non-Consumer Users are subject to the guarantees for defects of the thing sold, the guarantee for defects of promised and essential quality and the other guarantees provided for by the Italian Civil Code (Sections 1490 and following of the Italian Civil Code).

12. **Material Products' guarantee of conformity for Consumer Users**

The legal guarantee of conformity, as provided for in Sections 128-135 of the Italian Consumer Code, is recognised for all the Products sold through the Application that fall under the category of "consumer goods", as regulated by Section 128, paragraph 2 of the Italian Consumer Code: any tangible movable items, also to be assembled, with the exception of i) sold by way of execution or otherwise by authority of law, also by delegation to notaries, ii) water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, iii) electricity.

The legal guarantee of conformity is reserved only to Consumer Users.

The Owner undertakes to deliver the Consumer User Products in compliance with the sales contract. The Products are presumed to be in conformity with the contract if they:

- a. are fit for the purposes for which goods of the same type are normally used
- b. comply with the description given by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model
- c. show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling
- d. are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted.

Any faults or malfunctions caused by accidental facts or by the responsibility of the Consumer User or by use of the Product that is not in conformity with its intended use and / or with the technical documentation provided are therefore excluded from the scope of application of the guarantee of conformity.

The lack of conformity that occurs within 24 months from the date of delivery of the Product must be reported within 2 months following the date of discovery of the defect.

Unless proved otherwise, any lack of conformity which becomes apparent within six months of delivery of the goods shall be presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity. After 6 months, the Consumer User must provide proof that the damage was not caused by incorrect or improper use of the Product.

According to the Section 130 of the Italian Consumer Code, in the event of a lack of conformity of the Product, the Consumer User has the right to restore conformity of the Product, without charge. To this end, the Consumer User can choose between repairing

the Product or replacing it.

This right of choice cannot be exercised if the requested remedy is objectively impossible or excessively expensive. Furthermore, the Consumer User has the right to an adequate price reduction or termination of the contract, only if one of the following situations occurs: i) repair and replacement are impossible or excessively expensive; ii) the Owner has not repaired or replaced the Product within a reasonable period; iii) the replacement or repair has caused considerable inconvenience to the Consumer User.

In order to use the remedies provided by the guarantee of conformity, the Consumer User shall send a written communication to the e-mail address g.mosso@yahoo.it or call the customer service at the number 3665337040.

The Owner shall promptly reply to the communication of the alleged lack of conformity and shall indicate to the Consumer User the specific procedure to be followed, also taking into account the product category to which the Product belongs and / or the defect reported.

13. Creative Commons License

The Contents and / or materials available on the Application are made available on the basis of the terms of this license "Creative Commons Public Licence CC BY 4.0" (hereinafter the "**License**"). The Contents and / or materials available on the Application are protected by copyright, by the other rights attributed by the law on copyright (related rights, database rights, etc.) and / or by other applicable laws. Any use of the content and / or materials available on the Application that is not authorised under the License and / or other applicable laws is prohibited.

The Owner grants the User the rights listed below provided that he agrees to respect the terms and conditions of the License.

The Owner allows the User to reproduce, distribute, communicate to the public, represent, perform, recite, transform the Contents and / or materials available on the Application by any means and format, for any purpose, including commercial, provided that the User acknowledges the authorship of the work to the Owner and provides a link to the license and indicates whether any changes have been made. The full license is available at this address: <https://creativecommons.org/licenses/by/4.0/legalcode>

14. Exclusion of warranty

The Application is provided "as is" and "as available" and the Owner does not provide any explicit or implicit guarantee in relation to the Application, nor does it provide any guarantee that the Application will satisfy the needs of the Users or that it will not have never interrupt or be error-free or free of viruses or bugs.

The Owner will endeavour to ensure that the Application is available continuously 24 hours a day, but cannot in any way be held responsible if, for any reason, the Application is not accessible and / or operational at any time or for any period. Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly unrelated to the owner's will or due to force majeure events.

15. Limitation of liability

The Owner shall not be held liable towards the User, except in the case of wilful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its suppliers.

Furthermore, the Owner will not be liable for damages, losses and costs incurred by the User as a result of failure to execute the contract for reasons not attributable to him, the User only having the right to a full refund of the price paid and of any additional charges incurred.

The Owner assumes no responsibility for any fraudulent or illegal use that may be made by third parties of credit cards and other means of payment, if he proves that he has taken all possible precautions according to the practice and knowledge available and to ordinary diligence.

The Owner shall not be held liable for:

- any loss of business opportunities and any other loss, even indirect, possibly suffered by the User that is not a direct result of the breach of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties
- the issue of incorrect documents or fiscal data due to errors in the data provided by the User, the latter being the only person responsible for the correct insertion

In no case the Owner shall be held liable for a sum greater than twice the cost paid by the User.

16. Force majeure

The Owner shall not be held responsible for the failure or late fulfilment of its obligations, due to circumstances beyond its reasonable control due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of its will.

The fulfilment of the obligations by the Owner shall be considered suspended for the period in which events of force majeure occur.

The Owner will perform any act in his power in order to identify solutions that allow the correct fulfilment of his obligations despite the persistence of events due to force majeure.

17. **Links to third-party web sites**

The Application may contain links to third-party web sites / applications. The Owner has no control over them and, therefore, is in no way responsible for the contents of these sites / applications.

Some of these links may link to third-party sites / applications that provide services through the Application. In these cases, the general conditions for the use of the site / application and for the use of the service prepared by the third parties will be applied to the individual services, with respect to which the Owner assumes no responsibility.

18. **Privacy**

The protection and processing of personal data will be in accordance with the Privacy Policy, which can be consulted on the page [_____](#)

19. **Applicable law and jurisdiction**

The Conditions are subject to Italian law.

For Consumer Users, any dispute concerning the application, execution and interpretation of these Conditions shall be referred to courts where the Consumer User resides or has elected domicile, if located in the territory of the Italian Republic, without prejudice to the right of the User Consumer of going to court other than the "consumer court" pursuant to Section 66 bis of the Italian Consumer Code, competent for the territory according to one of the criteria of the Sections 18, 19 and 20 of the civil procedural code.

The application to Consumer Users who do not have their residence or domicile in Italy of any more favourable and mandatory provisions established by the law of the country in which they have their residence or domicile is reserved, in particular in relation to the term for the exercise of the right of withdrawal, after the return of the Products, in case of exercise of this right, the formalities of the communication and the legal guarantee of conformity.

For Users who are not Consumers, any dispute concerning the application, execution and interpretation of these Conditions will be referred to the forum of the place where the Owner is based.

20. **Online dispute resolution for Consumer Users**

The consumer user residing in Europe shall be aware of the fact that the European Commission has established an online platform that provides an alternative dispute resolution tool. This tool can be used by the Consumer User to resolve any dispute relating to and / or deriving from contracts for the sale of goods and the provision of services concluded online. Consequently, the Consumer User can use this platform for the resolution of any dispute arising from the contract entered into online. The platform is available at the following address: ec.europa.eu/consumers/odr/

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