1. Definition of Purchase

1.1. The web site (www.massimodecarlo.com, hereinafter the "Site") of MDC S.p.A. with registered office in Viale Lombardia 17, 20131 Milan, phone number +39 02 7000 3987, e-mail: milano@massimodecarlo.com; share capital Euro 1,514,762.00 f.p., REA MI-1567337, register of enterprises of Milan No. 12584550151, VAT No. 12584550151 (hereinafter "MDC") contains the catalogue of volumes published and/or marketed by MDC (hereinafter collectively, including reference to volumes consisting of or to which are attached audiovisual material or computer software, the "Volumes") and the artworks sold by MDC (hereinafter, the "Artworks", and, together with the Volumes, the "Products"). By registering with the Site, the user gives express consent to these General Conditions of sale (hereinafter the "General Conditions") and to all provisions governing the use of the Site including, but not limited to, the terms and General Terms and Conditions of use of the Site and the Site Policy, published on other pages of the Site, which regulate the registration, access, navigation and in general the use of the Site. The Site relies on the Shopify Inc. platform for the management of the orders of the Customers (as defined below).

1.2. The Site and the material contained therein do not constitute an offer to the public, but are exclusively and purely an invitation to offer. Each Products’ order transmitted to MDC by a customer (hereinafter the "Customer") constitutes a contractual proposal of the Customer and, therefore, will be binding for MDC only if, and when, confirmed for acceptance by the same. MDC will send the acceptance by e-mail after having verified the completeness and correctness of the order as well as the availability of the ordered Products. This e-mail of acceptance (hereinafter also "Confirmation of Shipment") is therefore sent by MDC to the Customer at the moment of shipment of the Products.

1.3. The purchase contract will be deemed to have been concluded when the Confirmation of Shipment has reached the email server used by the Customer. The General Conditions are available in English and Italian language.

1.4. The concluded contract and Confirmation of Shipment will be filed on an electronic system and will be accessible to MDC personnel who requires access in order to ensure the performance of the contract and with the legitimate recipients under the legislation in force. By sending the order form (hereinafter the "Form") to MDC the Customer agrees to the use by MDC of telephone, e-mail and other automated calling systems without the intervention of an operator in connection.
with the conclusion and execution of the contract.

15. The Products presented on the Site may be purchased by selecting the Products of interest of the Customer and adding them to the virtual shopping cart. Once the Products’ selection is completed, to proceed with the purchase of the Products added to the cart, the Customer will be invited to provide its data (including but not limited to: name, surname, e-mail address, address for the delivery of the selected Products, etc.) to complete the order. The Customer will also be required to choose the method of shipment and the method of payment from those available on the Site. Subsequently, the Customer will be shown a summary of the order to be processed, which content may be modified: the Customer will be required to confirm the Form, which will be delivered to MDC, and simultaneously a confirmation notification of the delivery of the Form and the order summary will be generated and transmitted to the Customer via e-mail.

2. Methods of Payment

2.1. Customers will be able to make payments on-line by credit card through the Shopify Payments system, or such other payment method indicated on the Site. In case of payment by credit card, the Customer’s credit card details will be communicated directly to Shopify Payments through a secure and encrypted internet connection. In any case, the contract will be deemed to have been concluded at the time of receipt by the Customer of the Confirmation of Shipment, without prejudice to the right of MDC to demand the payments due and to carry out the shipment only once payment is received. In the event of cancellation of the order, whether by the Customer or in the event of non-acceptance of the same by MDC, cancellation of the transaction and the release of the committed amount will be requested by MDC. The time taken to release the funds depends entirely on the banking system and may reach their natural due date (typically up to 30 (thirty) days from the date of authorization). After the cancellation of the transaction, in no event shall MDC be deemed to be liable for any direct or indirect damages caused by delay in the release of the amount committed by the banking system.

2.2. MDC reserves the right not to accept incomplete or incorrectly completed orders. In case of non-execution of the order by MDC due to the unavailability of the Products ordered by the Customer, MDC will undertake as soon as possible, to inform the Customer and will reimburse, without undue delay, the sums which may have already been paid in respect of the failure to deliver. The prices of the Products specified on the Site are not inclusive of taxes and shipping costs; shipping costs and applicable taxes will be calculated prior to the submission of
the Form by the Customer and will be paid by the Customer in addition to the price of the Products indicated on the Site.

2.3. The tax documentation for the ordered Products will be issued by MDC after the processing of the payment. Customer shall, at its own expense, pay all import and export licenses and permits, pay all value-added and other VATs, customs charges and duty fees, and take all other actions required to accomplish the export and import of the Products purchased by Customer. Customer understands that MDC may be subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibits export or diversion of certain technical products to certain countries. Customer warrants that it will comply in all respects with the export and re-export restrictions set forth in the export license for every Product shipped to Customer.

3. Delivery and Warranty of Conformity

3.1. All the costs of delivery of the Products are at the Customer’s expense. Deliveries may be made even after 30 (thirty) days from the date on which the contract is concluded. The Customer will select the shipping method when filling out the form. Unless otherwise indicated, deliveries are made by air and road.

3.2. With reference to the sale of Products, the terms of delivery indicated by MDC refer to the Products present in their warehouses and, although every effort is made to check, must be deemed to be non-binding upon MDC, in consideration of the possibility that the Products may be out of stock at the time of collection from the warehouse by MDC. Any delays in deliveries less than 60 (sixty) days from the original delivery date do not entitle the Customer to refuse the delivery of the Products, nor to claim compensation or any indemnity whatsoever. In the event of a delay in delivery exceeding 60 (sixty) days, the Customer may invite MDC to execute the delivery within the time limit specified by the latter and, if this deadline is missed by MDC, will have the right to cancel the order and to receive the refund of any sums which may have already been paid, without prejudice to claims for damages. The Confirmation of Shipment will contain the total price, the indication of taxes and fees applicable, the contact information of MDC, including mailing address, telephone facsimile number, and email address, for contacting MDC regarding the status of shipment or any issues with the Products, the method of payment, the method of delivery, and the date of delivery. In any case, the Customer will be able to obtain the above-mentioned information by consulting the Site and downloading the document containing this information by themselves for printing or filing. Finally, the Products will be accompanied by a document containing written confirmation of the information
referred to above. With reference to the sale of Volumes, if the Volumes contain or consist of audiovisual material or computer software, the contract governing the use of the same, which also specifies the information relating to warranties thereof, will be included in the material delivered to Customer. With reference to the sale of Artworks, MDC will deliver to the Customer a certificate of authenticity. A copy of such certificate must be signed for receipt by the Customer and returned to MDC at the addresses indicated in Article 1.1.

3.3. If the Customer qualifies as a “Consumer” defined as “natural persons who act for purposes other than for the carrying on of any kind of entrepreneurial, commercial, artisanal or professional occupations,” MDC warrants that the Product(s) conform to the description of the Product(s) in the Confirmation of Shipment, and in the event that the Product received does not conform to the Product of the contract as regulated by these General Conditions and by the Form, and the lack of conformity existing at the time of the delivery of the Product(s) manifests within 2 (two) years from the date of delivery the Consumer will be entitled to the restoration of the conformity, or if restoration of the conformity is not possible to receive a proportional price reduction or to the termination of the purchase contract depending on the severity of the non-conformity, it being understood that the Consumer will not be entitled to terminate the purchase contract if the lack of conformity of the Product is only minor. There shall be no lack of conformity if, at the time of the execution of the purchase contract, the Consumer has been specifically informed by MDC that a particular characteristic of the Product(s) did not comply with the objective requirements of conformity provided for by law and the Consumer accepted that deviation.

3.4. For any comment, question or claim, the Customer is invited to visit the Section “Support” available on the Site or to send an e-mail to the address shop@massimodecarlo.com.

4. Right to Cancel

4.1. The Customer (if qualifying as Consumer as defined above) has the right to cancel the contract and to return the ordered Artworks and/or Volumes and/or any audiovisual material and computer software attachment, provided that they are in the same state in which he/she received them, or, in the case of audiovisual material or computer software, still in the original sealed packaging. This refund may be made without penalty and without specifying the reason for it. The right to cancel shall be exercised by the Customer by filling the electronic form available at the following link Cancelation Form, or by sending an e-mail to the address shop@massimodecarlo.com containing an express declaration of the
intention to cancel within the period of 14 (fourteen) business days from the receipt of the Products.

4.2. All returns must be authorized by the MDC customer service who will respond with an e-mail authorizing the return if the above conditions have been complied with. Once this authorization has been received, the Customer may return the Product to the following address: MDC S.p.A., Viale Lombardia 17, 20131 Milan (Italy). The return of the Product(s) must take place within 14 (fourteen) days from the communication of cancelation by the Client or, if later, within the term of 10 (ten) days of receipt of the email authorizing the return. Shipping costs will be entirely paid by the Customer and packets sent on cash-on-delivery terms will not be accepted.

4.3. Once the returned Products have been returned and their integrity verified, if the Products are not damaged and, in case of items wrapped in cellophane, if they are returned in the original packaging, MDC will provide, in the shortest possible time and in each case within fourteen (14) days, to credit to the Customer the cost of the returned Products, withholding, where necessary, the amount of any shipping costs for the returning of the Products unpaid by the Customer, which will remain permanently due from the Customer. The right to cancel cannot be exercised by the Customer if the purchased Volumes consist of audiovisual material or a sealed computer software which has been opened by the Customer, or if the Volumes and/or the Artwork are damaged. Any attachments to the Volume (such as tapes, CD-ROMs, etc.) must be returned together still sealed.

5. Consumers and Privacy

5.1. All the mandatory provisions of law put in place for the protection of Consumers as defined above, remain without prejudice. With reference to the processing of the personal data of the Customer, we draw your attention to the explanatory paragraph concerning the processing of the personal data that follows and to the notices available on the Site.

6. Applicable Law and Jurisdiction

6.1. The purchase contracts concluded pursuant to these General Conditions are governed by the Italian law and in particular by the Italian Legislative Decree of April 9, 2003, No. 70 and by the Italian Consumer Code, if applicable, with exclusion of the rules of private international law on conflict of laws, and of the Vienna Convention on the International Sale of Goods of 1980. Pursuant to Article 66-quater of the Italian Consumer Code express reference is made here to
the provisions contained in Part III, Title III, Chapter I of the Italian Consumer Code.

6.2. Remains without prejudice the application to the Customers who qualify as Consumers, as defined above, and who do not have their habitual residence in Italy, of more favorable and mandatory provision provided by the law of the State where they have habitual residence.

6.3. Notwithstanding the applicability of the mandatory provisions of law to protect Consumers in relation to the competent court, which means the place of residence or elective domicile of the Consumer, any dispute not relating to Consumers, however connected with these General Conditions, will be deferred to the exclusive jurisdiction of the Court of Milan.

7. Information regarding the processing of personal data

According to Article 13 and Article 14 of the Regulation (EU) No. 2016/679 (hereinafter the “GDPR”), we inform you as a Data Subject about the processing of personal data provided by You or otherwise lawfully obtained in the course of our business.

The controller is MDC S.p.A., with registered offices in Milan, Viale Lombardia 17, 20131, tax code and VAT No. 12584550151, e-mail: privacy@massimodecarlo.com, certified e-mail (PEC): mdc-srl@legalmail.it.

You may find the complete notice on the processing of your personal data at the following link: Privacy Notice.

As detailed in the Privacy Notice, the personal data are collected and subsequently processed by MDC for specific purposes, including, but not limited to, purposes related to the provision of the services required by the user, such as the registration to the Site, the subscription to the newsletter service, the response to the questions of the user. The processing is carried out in accordance with the applicable security requirements. The information systems and computer programs are configured in order to minimize the use of personal data and personal identifiable information data which are not necessary for the purposes of the processing.

Where the consent is referred to as legal basis for the processing of personal data in the Privacy Notice, MDC takes appropriate measures to collect and register the consent; in the event that the consent is not provided to MDC, MDC does not proceed with the relevant processing of personal data. As detailed in the Privacy Notice, MDC informs You that Your consent is not necessary in connection with
the processing for providing specific services required by the user, such as the registration to the Site or the purchase of Products by the Customer.

The Site uses "cookies" that are small files of text containing codified information which may include user's personal data such as IP address, username, unique identifier, or e-mail addresses, as well as non-personal data such as the language settings or information about the type of device that a person is using to browse. For all information on the cookies used on the Site, you may consult the cookie notice at the following link: Cookie Policy.