

General terms and conditions of use and sale

DEFINITIONS:

the Site: means the site <https://shop-en.fondazioneiluigirovati.org/>.

the Seller: shall mean the publisher Johan & Levi

the User: means the entity that proceeds, by means of telematic connection, to the transmission/receipt of data to and from the Site and the display of content on the Site

The Customer: The User who has finalized a purchase on the Site.

The Consumer: User natural person who buys for personal use and acts for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out

SECTION I) - GENERAL CONDITIONS OF USE OF THE SITE

1. The User expressly acknowledges and authorizes the Seller and its suppliers to record, analyze and use the flow of incoming data to the Site, including but not limited to: IP address, browser, operating system, pages consulted, app, mobile network information and telephone number, reports on abnormal browsing interruptions, etc.
2. For the processing of the aforementioned data, we expressly refer to the appropriate *Browsing Data section* of the privacy policy in accordance with GDPR 2016/679.
3. All trademarks, models, drawings, graphic representations, photographs and more generally any presentation and representation of the products are the intellectual property of the Seller and/or third parties. The User agrees not to duplicate, extract, copy, modify and/or use in any way said intellectual property, limiting himself to mere consultation and navigation on the Site.
4. The Seller reserves the right to change the functionality, architecture and layout of the Site at any time without prior notice.
5. All products and services for which it is not possible to select the "Put in cart" or "Book" icon (in the case of Products available by reservation), shall be understood to be unavailable for sale, with the express exclusion of any liability on the part of the Seller.

SECTION II) - GENERAL CONDITIONS OF SALE

Part one - conclusion of the contract of sale

6. The posting of products and services on the Site or via mobile applications constitutes an invitation to offer.

7. Each order sent by the Customer through the Site expressly and conventionally constitutes a purchase proposal addressed by the Customer to the Seller. Even if the products and services can be ordered cumulatively, each product and service for which the Customer has placed an order with the Seller is expressly and conventionally understood to be the subject of a separate contract, so that if one or more of the products ordered cumulatively should prove to be unavailable, the Customer will remain bound by its proposal for the available products.

8. To place an order, the Customer must complete the registration form on the Site and/or select the products or services in the appropriate sections of the Site. The Customer is solely responsible for the correctness and accuracy of the data transmitted to the Seller by means of the Site, holding the latter expressly indemnified and held harmless for any errors, delays and/or non-performance of contractual services that may result from the transmission of incorrect or inaccurate data.

9. For the purchase of digital goods, the Customer may proceed to download the purchased files simultaneously with the acceptance of the order by the Seller.

10. After receiving the order, the Seller will automatically send the Customer an e-mail confirmation of receipt containing a summary of the goods and services ordered, the price, delivery charges, taxes, fees and, in general, all the elements suitable for timely identification of the order submitted by the Customer, in addition to the data of the same and the shipping address. The Customer expressly undertakes to verify the accuracy and correctness of the data reported in the order confirmation and, in case of error, undertakes to promptly communicate changes to jlshop@fondazioneiluigirovati.org. Such communication shall constitute acceptance of the order by the Seller.

11. The Seller has the right to accept or reject orders placed by the Customer by means of the Site, without the non-acceptance of the order constituting grounds for any liability on the part of the Seller, not even pre-contractual and extra-contractual.

12. The contract of sale between the Seller and the Customer shall be deemed concluded only upon receipt by the Customer of the e-mail of acceptance of the order.

13. The Customer shall have the right to revoke and modify the order on the Site before having received the order acceptance from the Seller, after which time he/she shall contact the Seller's service department.

14. After the acceptance of the order, the Seller will provide by e-mail to notify the Customer when the products will be shipped and the relevant link to track the shipment. If scheduled for on-site pickup, Seller will provide by e-mail to notify when the products are available for pickup.

15. The status of each order may be viewed by the Customer on the Site in the "My Orders" section through the links in the Seller's order acceptance emails.

16. Each contract of sale will be archived by the Seller through an electronic system and may be viewed, if necessary, both by the Seller's employees and by any third parties that the Seller uses for the execution of the contract of sale. For the processing of this data, express reference is made to the appropriate section of the privacy policy.

Part two - availability of products

17. The prices published on the Site are inclusive of V.A.T. and do not include any taxes, duties and duties applicable in the country of destination of the Products and/or Services where this is different from Italy.

18. To the price of the individual product must be added the cost of each shipment, the amount of which may vary depending on the mode of delivery and payment, as well as in relation to the country of destination. The total amount due for the chosen products will be clearly indicated and communicated to the Customer, prior to the conclusion of the sales contract.

19. The purchase of digital products i.e. immediately downloadable from the Site, such as e-books, does not incur any shipping costs.

20. The prices shown on the Site are subject to possible changes and/or modifications by the Seller without any obligation to notify the Customer. Sales contracts concluded prior to the publication of the aforementioned changes, but still being executed, shall be subject to the prices in effect at the time the order is received.

Part Three - terms of payment

21. Payments in execution of contracts of sale shall be made in advance and according to the payment methods proposed online by the Seller (credit card, Paypal, etc...).

22. The Seller reserves the broadest powers with regard to the prevention of computer fraud, including that of requesting the Customer, at any time, to send supplementary information and/or

documents proving the ownership of the credit card used for the completion of the sales contract. If the Customer fails to comply with the requests, the Seller reserves the right not to accept the order, or to terminate the completed contract of sale, by promptly notifying the Customer at the e-mail address indicated in the order, by mere indication of the willingness to make use of this express termination clause.

23. The Customer, until the order is confirmed, shall have the option to:
1. cancel the order or individual products or services specified in the order without any refund having to take place;
 2. add new products and/or services to the order, or change the order.

Part Four - delivery of products

24. All shipments of Products shall be at Seller's risk.

25. In cases of force majeure, unavailability of means of transportation, unforeseeable events, the Customer grants the Seller the right to withdraw from the contract of sale or, alternatively, the right to split, postpone or cancel, in whole or in part, the scheduled delivery, where such events make deliveries difficult or impossible and/or cause a significant increase in their cost to be borne by the Seller. In such cases, it shall be Seller's responsibility to provide timely notice of its determinations to Customer's e-mail address. The latter, in such cases shall be entitled to obtain the refund of any price paid, excluding any further claim or compensation, for any reason whatsoever, against the Seller.

Part Five - Rights of Consumers

26. If the Customer qualifies as a Consumer under the regulations in force at the time of the conclusion of the contract of sale, the following additional conditions shall apply to the said contract.

27. In accordance with the provisions of the Consumer Code (Legislative Decree 206/2005), the Consumer has the right to withdraw from the purchase without penalty and without specifying the reason. To this end, he/she must send notice to the Seller by e-mail or - alternatively - by fax or registered letter with acknowledgment of receipt, to be sent within 14 days of receipt of the products and/or services for which he/she intends to exercise withdrawal. The Consumer may use the return form found in the FAQ.

28. The Customer is not permitted to withdraw from sales contracts having as their object the supply of digital content immediately downloadable from the Site, such as e-books.

29. The return of the products subject to withdrawal must be made, at the Consumer's own expense, by courier of his/her choice, to the Seller's address.

30. For the purpose of valid exercise of the right of withdrawal, the Consumer shall comply with the following terms and conditions:

1. the withdrawal may also apply limited to individual products subject to cumulative order, it being understood that the Consumer may not exercise the withdrawal limited to a part of the individual product purchased;
2. all products for which the Consumer has exercised the right of withdrawal must be undamaged and in perfect condition;
3. if the product for which the right of withdrawal has been exercised is received by the Seller damaged, the latter shall be entitled to retain the entire purchase price, undertaking to cooperate loyally with the Consumer so that the latter is placed in a position to assert its rights against the courier chosen for the return of the products.

31. The Seller shall not be liable under any circumstances for damage, theft or loss of returned products until the return of the same. All risk shall, therefore, be borne exclusively by the Consumer.

32. Once the integrity of the returned product has been verified, the Seller shall refund the Consumer the full amount paid for the products and/or services referred to in the sales contract subject to withdrawal, no later than 30 days from receipt of the same. The refund will be made, as a rule, through the mode of payment with which the purchase was made, or in the form agreed between the parties.

Part Six - returns, communications and complaints

33. If the Customer detects any discrepancies between what has been ordered and what has been received, and in particular, finds any problems inherent in the physical integrity, correspondence or completeness of the products received, he must promptly inform the Seller. The latter will provide the necessary indications for the solution of the problem, and where possible, the shipment of the missing items, the replacement of the defective items or their refund. Under no circumstances shall Customer be required to return defective items or items received in error at its own expense.

34. All communications or any complaints against the Seller must be addressed to jlshop@fondazioneLuigiRovati.org indicating in the subject line the order number and the reason for the report (e.g. "wrong item", "defective item").

35. Alternatively, the Customer may send a letter, addressed to the Seller.

Part Seven - final provisions

36. The Customer declares and acknowledges that all trademarks, designs, models, distinctive signs, works of genius, software and databases, or any other intellectual and industrial property right accessible from and/or reproduced on the Site in any way and/or form, including the Seller's trademarks, are the exclusive property of the Seller or the Seller is the legitimate licensee thereof. The Seller shall not, however, be liable for intellectual property rights relating to the products and/or services for sale whose owners are expressly mentioned therein. Any use of intellectual property rights in any manner and/or form, in whole and/or in part is prohibited.

37. For the rules governing the processing of personal data by the Site, please refer to the specially dedicated area of the Site, which can be reached at the following address [Privacy Policy su shop di Museo d'arte Fondazione Rovati](#)

38. These general conditions are governed by Italian law as well as each contract of sale and subject to Italian jurisdiction.

39. Any dispute relating to the general conditions or contracts of sale shall be devolved to the exclusive jurisdiction of the Court of Milan.

Pursuant to and for the purposes of Articles 1341 and 1342 cc. the Customer declares that he/she has read, understood and will accept all the clauses of these "General Conditions of Sale".

Update 8 June 2023