

MONSHAREART

GENERAL TERMS AND CONDITIONS OF SALE

1) General provisions.

- a) The user, navigating in this area, accesses Monshareart, accessible through the url: www.monshareart.com. Navigation and transmission of an order of purchase on the site implies the acceptance of the Conditions and Policies of Data Protection adopted by the site itself indicated therein.
- b) These General Terms and Conditions of Sale apply to the sale of items of design and artistic works (hereinafter "works") with exclusive reference to the purchases made on the site in accordance with the provisions of Part III, Title III, Chapter I, Consumer Code (Legislative Decree No. 206/05 amended by Legislative Decree no.21/14 and Legislative Decree 70/03) by MONSHAREART S.R.L. Via Ponale 6, 20162Milan (Italy) (VAT P. IVA 10409300968) ("Moshareart").
- c) The user is required, before accessing the works proposed by the site, to read these General Conditions of Sale which are generally understood and unequivocally accepted at the time of purchase. We invite the user to download and print a copy of the purchase form and the present General Sales Conditions whose terms we reserve the right to change unilaterally and without notice.
- d) It is possible to use the site and therefore access the works proposed by the same and the purchase of these, in the following languages: Italian – English

2) Object.

- a) These General Terms and Conditions of Sale govern the offer, forwarding and acceptance of purchase orders for works on www.monshareart.com, but do not govern the supply of services or the sale of works or products by subjects other than the seller that are present on the same site via links, banners or other hypertext links. Before placing orders and buy works and services from different parties, we suggest checking the terms of sale.

3) Conclusion of the contract.

- a) To conclude the purchase contract, it will be necessary to complete the form in electronic format and transmit it following the relative instructions. In it are included the reference to the General Sales Conditions, the images of each work and its price, the means of payment that is possible use, the methods of delivery of the purchased works

and the relative costs of shipping and delivery, a reference to the conditions for the exercise of the right to withdrawal; methods and times for returning the purchased works.

- b) Before concluding the contract, you will be asked to confirm to have read the General Conditions of Sale including the Information on the right to withdrawal and processing of personal data.
- c) The contract is concluded when the seller receives the form completed by the user, after verifying the accuracy of the data contained therein.
- d) The buyer will be obliged to pay the price from the moment the online order submission procedure will be completed. This will be done by clicking on special key of the guided procedure. Once the contract is concluded, the seller takes charge of the order for his evasion.¹

4) Registered users.

- a) In completing the registration procedures, the user undertakes to follow the indications on the site and to provide your personal data correctly and truthfully.
- b) Once registered, the user will receive a confirmation email at the email address provided by him. The confirmation must be communicated no later than 24 hours. After this period, in the absence of confirmation, Monshareart will be released from any commitment to the user.
- c) The confirmation will in any case exempt Monshareart from any responsibility regarding data provided by the user. The user undertakes to inform promptly Monshareart of any changes to its data at any time communicated.
- d) If the user communicates inexact or incomplete data or if there is a dispute between the parties regarding payments made, Monshareart will have the right not to activate or to suspend the service until the related deficiencies are rectified.
- e) On the occasion of the first request to activate a profile by user, Monshareart will assign the same username and password. The latter acknowledges that these identifiers constitute the system of validation of user access to the Services and the only system suitable for identify the user that the acts performed through such access will be to him attributed and will have binding effect against him, to use them diligently and not to sell them even temporarily to third parties.

5) Availability of the works.

- a) The availability of the works refers to the actual availability at the time in which the buyer places the order. This availability must however be considered purely indicative because, due to the effect of the contemporary presence on the site of multiple users, the works could be he works could be sold to other customers before order confirmation.
- b) Even after sending the order confirmation e-mail there could be cases of partial or total unavailability of the works. In this the event, the order will be automatically adjusted with the elimination of the unavailable goods and the purchaser will be immediately informed viae-mail.
- c) If the buyer requests the cancellation of the order, terminating the contract, Monshareart will reimburse the amount paid within 30 days from the moment in which Monshareart was aware of the buyer's decision to terminate the contract.

6) Payment methods and prices.

- a) The price of the works will be the one indicated from time to time on the site.
- b) in case of error on the price indicated on the Monshareart website, it will notify the buyer as soon as possible, allowing the confirmation of the order to the right amount or cancellation. However Monshareart will not have the obligation to supply what was sold at the lower price wrongly indicated.
- c) The site prices aren't inclusive of VAT and do not include the expenses of shipment.

Monshareart at its sole discretion reserve its right to discount the VAT -if applicable- at check-out.

- d) Once the desired works have been selected, they will be added to the cart. It will be possible to simply follow the purchase instructions, entering or verifying the information required in each step of the process. Order details may be changed before payment.
- e) Payment can be made through: credit cards, Paypal, bank transfer

7) Delivery.

- a) Monshareart will make its deliveries both at the domicile provided by the user, both at the collection points indicated at the time of purchase.
- b) Delivery is generally made within 10 days or, if a delivery date is not specified, within the deadline estimated at the time of selection of the delivery method and, in any case, within the maximum deadline of 30 days from the date of confirmation.

- c) If delivery is not possible, the order will be sent to storage area. In this case, a notice will specify the place where the order is located and how to agree a new delivery.
- d) If the buyer is not able to be present at the place of delivery at the time agreed, we will ask you to contact us again to arrange a new delivery date.
- e) If the delivery cannot take place for reasons not attributable to us later than thirty days from the date the order is available for delivery, we will assume that you intend to terminate the contract.
- f) As a result of the termination the amounts will be returned, including the costs of delivery with the exclusion of any additional costs resulting from the choice of a delivery method different from the ordinary method offered without unjustified delay and, in any case, within 30 days from the date of termination of the contract. The transportation resulting from the termination of the contract could have costs additional costs that will be borne by the buyer.
- g) Shipping costs are borne by the buyer and are highlighted explicitly at the time of order placement.

8) Transition of the risk.

- a) The risks relating to the works will be borne by the purchaser starting from time of delivery. Ownership of the works is considered as acquired just received full payment of all amounts due in relation to same, including shipping costs, or at the time of delivery, if this happened later.

9) Warranty and commercial compliance.

- a) The seller is responsible for any defect of the works proposed on the site, therein including the non-conformity of the articles to the ordered works, in accordance with what established by Italian law.
- b) If the buyer has entered into the contract as a consumer, that is any natural person acting on the site for purposes unrelated to the activity any entrepreneurial or professional activity carried out, this warranty is valid on condition that the defect occurs within 24 months from the date of delivery of the works; that the buyer submits a formal complaint regarding the defects within a maximum of 2 months from the date on which the defect was recognized by him; that the return form is completed correctly online.
- c) In the event of non-compliance, the buyer who entered into the contract as a consumer will be entitled to obtain the renovation of the works without charge, by repair or

replacement, or the termination of the contract in relation to the disputed assets and the consequent price refund.

10) Withdrawal.

- a)** In accordance with the legal provisions in force, the buyer is entitled to withdraw from the purchase without penalty and without specifying the reason, within 14-day deadline pursuant to art. 57 of Legislative Decree 206/2005 starting from date of receipt of the works.
- b)** In case of multiple purchases made by the buyer with a single order and delivered separately, the 30-day deadline starts from the date of receipt of the last work.
- c)** The user who intends to exercise the right of withdrawal must notify it to Monshareart by an explicit declaration, which can be transmitted by means of PEC at the address: monshareart@pec.it The user can also indicate the will to withdraw, indicating the order number and user name, to: info@monshareart.com.
- d)** The buyer must exercise the right of withdrawal also by sending any explicit declaration containing the decision to withdraw from the contract or alternatively send the standard withdrawal form, as per Annex I, part B, Legislative Decree 21/2014 not mandatory.
- e)** The goods can be returned at any point of sale or collection present on the Italian territory, as will be indicated on the web page at the time of purchase.
- f)** The goods must be returned intact, in the original packaging, complete in all their parts and complete documentation attached. Without prejudice to the right to verify compliance with the above, the site will reimburse the amount of the works subject to withdrawal within a maximum period of 30 days, including any shipping costs.
- g)** The right of withdrawal will not apply if the services and works proposed by MonShareArt are included in the categories of art. 59 of Legislative Decree 206/2005h. The site will make the refund using the same payment method chosen by the buyer during the purchase phase. In the case of payment made by bank transfer, if the buyer intends to exercise his right of withdrawal, he must provide the bank details: IBAN, SWIFT and BIC necessary for the execution of the reimbursement.

11) Data processing.

- a)** Purchaser's data is processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the specific section containing the information pursuant to art. 13 Regulation EU 2016/679 (Privacy Policy).4512.

12) Contacts.

- a)** Any request for information can be sent by e-mail to the following address info@monshareart.com by telephone at the telephone number possibly indicated on the site for customer support.

13) Applicable law and competent court.

- a)** These General Terms and Conditions of Sale are governed by Italian law and interpreted based on it, without prejudice to any other mandatory rule prevailing in the country of habitual residence of the purchaser. Consequently the interpretation, execution and resolution of the General Conditions of Sale are exclusively subject to Italian law.
- b)** Any inherent and / or consequent disputes to the same must be resolved exclusively by the Italian judicial authority. In particular, if the buyer has the status of Consumer, the possible disputes must be resolved by the court of domicile or residence of the same according to the applicable law.

These conditions have been drafted on 05/04/2019.