

# General Terms and Conditions of Sale

1. These general terms and conditions of sale ("GTC") regard the purchase of products, made on-line via the internet, on the website [www.blackcat-cideb.com](http://www.blackcat-cideb.com) (Website").
2. The products marketed through the Website are mainly editorial products. A detailed description of the products marketed is contained within the respective sections and/or pages of the Website.
3. Website holder and owner is D Scuola S.p.A. ("D Scuola"), with registered office in Via Bianca di Savoia, 12, 20122 Milan, e-mail address: [info@deascuola.it](mailto:info@deascuola.it).
4. All product purchases made through the Website ("Purchase Agreements") by users who access it ("Customers") are governed by these GTC. Product Purchase Agreements may only be entered into by individuals 18 years of age or older.
5. Any conditions granted to the Customer in derogation from the GTC, shall be valid only if approved in writing by D Scuola.
6. Sections 49 to 67, Chapter I, Title III, Part III of Italian Legislative Decree 206/2005, as amended, shall also apply to Purchase Agreements entered into by consumer Customers.
7. D Scuola invites each Customer to carefully read the GTC before making each purchase and, once the purchase procedure provided by the Website has been completed, to print them and keep a copy.
8. D Scuola may amend and/or supplement the subject matter of the GTC at any time and without notice. Any amendments and additions made will be effective with exclusive reference to the Purchase Agreements entered into on and after the date of their publication on the Website.
9. The Customer is entitled to purchase the products on the Website, shown and described in the relevant sections, according to the product description provided, complying with technical access procedures. The publication of products displayed on the Website shall be deemed a call made to the Customer to make a contractual purchase offer. The order submitted by the Customer shall have the same value as a contractual offer and implies full knowledge and full acceptance of these GTC. The relationship that will be created between D Scuola and the Customer is a sales relationship subject to approval.
10. The correct receipt of the Customer's offer shall be confirmed by D Scuola through an automatic response sent to the e-mail address communicated by the Customer and is intended only to confirm correct receipt of the offer, falling within the Versions in force on and after 20 June 2017. This confirmation message will show the order number, to be referenced in any subsequent communication between the Customer and D Scuola. The message will show all data entered by the Customer who warrants to check its correctness and to promptly notify D Scuola of any corrections and/or changes by contacting "D Scuola Customer Service" at the e-mail address [info@deascuola.it](mailto:info@deascuola.it).
11. Each order may be viewed by the Customer on the Website, in their personal area, immediately after the order has been sent.
12. Each Purchase Agreement entered into between D Scuola and the Customer shall be deemed concluded at the time the Customer expresses his/her approval and with subsequent confirmation of the order by D Scuola, referred to in preceding clause 10, which will be

confirmed by e-mail to the Customer's e-mail address. D Scuola is entitled to accept or reject the order submitted by the Customer at its sole discretion; the latter is not entitled to make claims or assert any rights whatsoever, for any reason, including compensation, in the event the order is rejected.

13. By sending the order, in one of the ways provided in the operating instructions of the Website, the Customer represents to have reviewed all the instructions he/she has received during the purchase procedure and to fully accept the GTC and payment terms and conditions.

14. All product prices are clearly shown on the Website and include VAT only.

15. Whenever a product is presented on the Website in areas other than the appropriate sections intended for the product purchases or, however, without the "add to cart" icon, this means that the product is not available for sale through the Website.

16. Products available for shipping are shown on the Website. Product availability may, however, be updated periodically and may therefore vary with respect to information shown on the Website.

17. Whenever shipping times for the product ordered are longer compared to the shipping times shown on the Website before the order was placed, D Scuola warrants to notify the Customer by e-mail at the address provided by the Customer. Until the time of shipping by D Scuola, notified to the Customer through the updating of the information in his/her personal area, the Customer is entitled to cancel or change the order at any time, exclusively by contacting "D Scuola Customer Service" referred to preceding clause 10.

18. The cost of shipping for each order, the amount of which may vary according to the total amount of the order, is clearly shown and disclosed to the Customer through the Website before conclusion of the Purchase Agreement.

19. The visual display of the products on the Website, where available, normally corresponds to the photographic image of the products and has the sole purpose of presenting the products for sale, without any guarantee or obligation, on the part of D Scuola, regarding exact correspondence between the image depicted on the Website and the actual product; and, the foregoing, with special reference to the size and/or the colours of the products and/or their packaging, without prejudice to the provisions of clause 32 further on.

20. Payments in performance of the Purchase Agreements entered into through the Website shall be made exclusively through PayPal. For all methods for using the PayPal service, please refer to <https://www.paypal.com/webapps/mpp/ua/useragreement-full>

21. D Scuola reserves the right to request additional information from the Customer at any time or ask for a copy of documents proving the truthfulness of information provided, to be sent and used for conclusion of the Purchase Agreement. Whenever the Customer fails to send the information or the additional documentation requested, D Scuola shall be entitled to reject the order or to withdraw from the Purchase Agreement, immediately notifying the Customer thereof at the email address provided by the latter.

22. All product shipping shall be at the expense and risk of D Scuola. Risk shall be transferred to the Customer upon receipt by the Customer of the products, delivered by the freight forwarder, carrier or other agent appointed by D Scuola for shipping and delivery.

23. D Scuola may receive purchase orders for shipping throughout the World through the Website, except for Andorra, Argentina, Belgium, Chile, Colombia, Mexico and Peru. Shipping costs will be calculated automatically by the Website and may be viewed and seen by the Customer before sending the order.

24. For each Purchase Agreement concluded through the Website, D Scuola shall issue a delivery note voucher or, for those Customers (non-consumers) that hold and have entered their VAT number in the personal data for the order, an invoice shall be sent for the products that will be shipped. The voucher or invoice shall be sent by D Scuola to the e-mail address provided by the Customer in whose name the order has been placed, pursuant to Section 14 of Presidential Decree 445/2000 and Legislative Decree 52/2004. The information provided by the Customer shall be deemed confirmed for the purpose of issuing the invoice. No amendment to the invoice is possible once it has been issued nor is it possible to issue an invoice after the order has been processed to Customers that have not provided their VAT number at the time of the order.

25. At the time of delivery of the products by the shipper, carrier, or other agent appointed by D Scuola, the Customer is required to check (a) that the number of packages delivered corresponds to the information shown in the transport document, and (b) that the packaging is intact, not damaged or otherwise tampered with, including any taping or sealing materials.

26. In the event of delivery of the products ordered by courier, any damage to the packaging and/or the products or non-correspondence with the number of packages or instructions shall be immediately disputed by the Customer, by writing "ACCEPTED UNDER RESERVATION" on the delivery receipt note. In general, the Customer warrants to promptly report to D Scuola any and all problems concerning the physical integrity, correspondence or completeness of the products received.

27. In the event of delivery of the products ordered by courier, the Customer or his/her representative shall also be required to be at the place that the Customer has indicated. Whenever the Customer (or his/her representative) is absent, the courier will leave a notice, a telephone number and a final contact date for scheduling a different delivery date. Whenever the second delivery attempt is unsuccessful, the purchase order shall be considered cancelled, and the products will be returned to the D Scuola warehouses. In the latter case, D Scuola will refund the Customer the price of the undelivered products in addition to the shipping cost within 14 (fourteen) days after return of the products to the warehouse and the relevant Purchase Agreement shall be automatically and definitively cancelled, excluding any further mutual claims, for any reason whatsoever.

28. Cases of force majeure, unavailability of transportation vehicles, as well as unforeseeable or unavoidable events that cause a delay in delivery or make delivery difficult or impossible or cause a significant increase in the cost of shipping for D Scuola shall entitle D Scuola to split, postpone or cancel, in whole or in part, the expected delivery or to terminate the Purchase Agreement. In such cases, D Scuola shall give timely and adequate notification of its decisions to the e-mail address provided by the Customer and the latter shall be entitled to a refund of the price already paid, excluding any further claims, for whatever reason, against D Scuola.

29. The Customer is entitled to withdraw from the Purchase Agreement for any reason and with no need to provide explanations, pursuant to section 52 of Legislative Decree no. 206 of 6 September 2005, as amended, no later than 14 (fourteen) days from the date of receipt of the shipped product, by sending the [withdrawal form](#) available on the Website to [ ● ] or by submitting any other explicit statement expressing the intent to withdraw from the Purchase Agreement to the D Scuola Customer Service at the following e-mail address: [info@deascuola.it](mailto:info@deascuola.it). In this case, the Customer is required to return the product received to D Scuola within 14 (fourteen) days from the date of receipt by D Scuola of the withdrawal notification (the term shall be deemed complied with whenever the Customer returns the goods before expiry of the 14-day term; in this case, the Customer shall be entitled to a refund of the full amount paid for the products referred to in the Purchase Agreement subject

to withdrawal, including the shipping costs, within 14 (fourteen) days of receipt by D Scuola, of the withdrawal notification. Such refunds shall be made using the same payment method used by the Customer for the initial transaction; however, no additional costs shall be incurred as a result of such refund. Pursuant to section 56(3) of Legislative Decree no. 206 of 6 September 2005, as amended, D Scuola shall be entitled to withhold the refund until such time that it has received the products or until the consumer has proven that he/she has returned the products, whichever occurs first. The Customer shall be liable for any decrease in the goods' value which results from them being handled in any way other than that necessary to establish their nature, characteristics and the working of the goods.

30. For the purposes of exercising said right of withdrawal, the Customer shall comply with the following conditions and procedures:

- The products under the Purchase Agreements in relation to which the Customer has exercised the right of withdrawal are required to be in an integral condition and shall be returned in their original packaging, complete in all its parts (including any accessory documentation).
- In compliance with the instructions received from D Scuola, the Customer shall, at his/her sole cost, expense and care, ship and return the products to D Scuola.
- Whenever the returned product is damaged during transport, D Scuola shall only be required to notify the Customer of the incident to enable him/her to promptly file a complaint against the selected courier, against which (and/or the relevant insurance company) a claim may be filed.

31. D Scuola shall accept no liability in any way for damage or theft or loss of products that are being returned; therefore, any related risk shall remain the sole liability of the Customer.

32. All products are covered by warranty in case of manufacturing imperfections or defects. Specifically, the Customer acting as a consumer is entitled to the legal standard of conformity, pursuant to and within the limits of the provisions of sections 129, 130, 131, 132, 133, 135-*bis*, 135-*ter*, 135-*quater* of the Italian Consumer Code. D Scuola is liable to the Customer for any failure to meet the standard of conformity of the product within 2 (two) years from the time of delivery of the product. Whenever the products have digital content or digital service, as defined in section 128(2)(f) and (g) and considering the provision in following paragraph (3) of the Consumer Code, and the supply is continuous for more than 2 (two) years, during such period, D Scuola shall be liable for any non-conformity of the digital content or service that occurs or manifests itself.

33. D Scuola shall make all reasonable efforts to replace products delivered that are damaged or defective, at its own expense, with other products of a similar quality and nature available at its warehouses, corresponding to those delivered products that are damaged or defective, provided they have been returned by the Customer in the original packaging. Whenever replacement with similar products is not possible (for example, due to such product no longer included in product catalogue) D Scuola shall reimburse the Customer for the amount paid for the defective product, excluding any further liability of D Scuola, for any reason, except as provided in preceding clause 32.

34. All notifications from the Customer to D Scuola regarding Purchase Agreements shall be addressed to "D Scuola Customer Service" in the manner shown in preceding clause 10.

35. The Purchase Agreement entered into by and between the Customer and D Scuola is understood to be executed in Italy and it shall be governed by Italian law.

36. Pursuant to and for the purposes of the Consumer Code, any dispute that may arise shall be adjudicated by the Judicial Authority of the Customer's place of residence or domicile and

such Authority shall have jurisdiction, whenever the Customer is a consumer. Pursuant to section 141-*sexies*(3) of the Consumer Code, D Scuola informs the Customer that he/she is a consumer pursuant to section 3,(1)(a) of the Consumer Code, in the event that he/she has filed a complaint directly with D Scuola, as a result of which it was not possible to resolve the dispute thus arising, D Scuola shall provide information about the Alternative Dispute Resolution body or bodies for out-of-court resolution of disputes relating to obligations arising out of the agreement concluded based on these GTC (so-called ADR bodies, as indicated in section 141-*bis et seq.* of the Consumer Code), specifying whether he/she intends or not to apply to such bodies to resolve the dispute in question. D Scuola also informs the Customer who holds the status of consumer, pursuant to section 3(1)(a) of the Consumer Code that a European platform for the on-line resolution of consumer disputes (ODR platform) has been established. The ODR platform may be consulted at the following address: <http://ec.europa.eu/consumers/odr/>; via the ODR platform, the user-consumer may consult the list of ADR bodies, find the link to the relevant website for each of them and start an on-line resolution procedure for the dispute in which they are involved. The foregoing, however, without prejudice to the right of the consumer to commence legal proceedings for the dispute arising out of these GTC, regardless of the outcome of the out-of-court settlement procedure, and the option, where the conditions are satisfied, to file for an out-of-court settlement of disputes relating to consumer relations by recourse to the procedures set out in Part V, Title II-*bis* of the Consumer Code.

A Customer who is resident in an EU member state other than Italy may, furthermore, also have access in any dispute concerning the application, implementation and interpretation of these GTC to the European procedure established for disputes involving modest amounts, under Regulation (EC) 861/2007 of the Council of 11 July 2007, provided that the amount in dispute does not exceed, excluding interest, fees and expenses, Euro 2,000.00. The wording of the Regulation is available on the website [www.eur-lex.europa.eu](http://www.eur-lex.europa.eu).

37. For regulation of personal data processing by D Scuola, please refer to the privacy policy of the Website, which may be consulted at the following [address](#).

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