

General Terms and Conditions of Sale - ONCE Milano Online Store

1. Preamble

- 1.1 Once Milano is an Italian company specializing in high quality linens for the home. All items are expertly made with refined materials, with craftsmanship and, if requested by the Purchaser, made with custom materials or custom designs;
- 1.2 The sale of Products and Services carried out online at <https://oncemilano.com/> (hereinafter, also referred to as the "Site") is governed by these General Terms and Conditions ("Contract" or "General Terms and Conditions" or "Conditions").
- 1.3 The User of the Site must, before submitting the Purchase Order, carefully read these Conditions and the Privacy Policy displayed online and available here [\[insert link to privacy policy\]](#).
- 1.4 Once submitted, the Purchase Order (hereinafter referred to as the "Order") implies full knowledge and express acceptance of these Conditions. These Conditions supersede any previous versions thereof and any form of request by correspondence by the User to the Seller.
- 1.5 The applicable General Terms and Conditions of Sale are those present on the Site at the time the Purchase Order is sent.
- 1.6 These General Terms and Conditions of Sale may be subject to change as a result of legislative interventions or by the Seller's free choice; we therefore invite the User (hereinafter, also referred to as the "Customer") to periodically read these Terms and Conditions.

2. General Information

- 2.1 The Products ("Products") subject to these General Terms and Conditions of Sale are sold by ONCE MILANO - registered office in Piazza Città di Boves, n. 5, Castello di Godego (TV), cap.31030, VAT number and C.F. 04483230266, R.E.A. TV-353705, telephone +39 0423 468941, PEC oncemilano@legalmail.it (hereinafter also "Seller" or "Owner").
The Owner may also be contacted at the following email addresses:
 - for general enquiries, complaints, returns or cancellations: info@oncemilano.com ;
 - for invoices' requests: amministrazione@oncemilano.com .
- 2.2 The Products sold on the Site are sold by the same company indicated in point 2.1 above.
- 2.3 These General Terms and Conditions do not regulate the sale of Products and/or the provision of Services by any third parties other than the Seller, even though they may be present on the Site via hypertext links, advertising, links or banners. The Seller is therefore not responsible for the sale of Products or provision of Services by any such parties. Before entering into any transactions with such third parties, the User must check the relevant terms and conditions of sale issued by them.

3. Status of the User of the Site and definitions

- 3.1 By browsing the Site and placing a Purchase Order, the User declares and warrants:
 - a. that he/she has the capacity to conclude legally binding contracts;
 - b. that he/she is at least 18 years of age;
 - c. that he/she is not making purchases on behalf of a person under the age of 18.
- 3.2 The Seller reserves the rights not to process orders from a person who does not meet the age requirements set out above.
- 3.3 The offers of Products and Services promoted on the Site are addressed to both "Consumer" and "Professional" Users.
- 3.4 "Consumer" User means a person who makes the purchase for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out, pursuant to Article 3 lett. a) of the Consumer Code.

- 3.5 "Professional" User shall mean a person who makes the purchase in the exercise of his or her entrepreneurial, commercial, handicraft or professional activity, or an intermediary thereof, pursuant to Article 3 letter c) of the Consumer Code.
Consumer and Professional Users are hereinafter also referred to as "User" or "Purchaser".

4. Nature of the Contract and applicable regulations

- 4.1 The sale of the Products sold on the Site constitutes a distance contract (hereinafter referred to as "Contract").
- 4.2 If the User is a Consumer, the provisions applicable to the Contract are those provided for by Legislative Decree No. 206/2005 ("Consumer Code") and subsequent amendments, as well as, for Professional Users, the rules provided for by the Italian Civil Code and special laws, when applicable, in addition to those generally applicable to the type of Service provided under Legislative Decree No. 70/2003 and subsequent amendments on Services of the information society and of e-commerce.

5. Use of the Service and data entry

- 5.1 The use of Services in the Site is only accessible after the relevant Purchase Order form has been filled in.
- 5.2 The User must fill in the Purchase Order providing, truthfully and completely, all the data requested therein and accept, by marking the appropriate boxes, the Privacy Policy and these General Terms and Conditions. Once the Purchase Order has been received by the Seller, the User shall receive an Order Confirmation e-mail as set out in article 7.3 below.
- 5.3 At any time the User may request the updating, modification or cancellation of the data provided in the Purchase Order, by sending an e-mail to the Seller at the address set out in article 2.1 above.
- 5.4 Orders received and accepted cannot be changed unless a) the Seller agrees in writing and b) unless the Products have not been shipped yet.
- 5.5 In the event of Orders that are anomalous in relation to the quantity of the Products purchased, or the frequency of the purchases made, the Seller reserves the right to take all necessary action to end the irregularities, including the suspension, non-acceptance or cancellation of the Orders received.

6. Conditions of the Offer

- 6.1 Orders are subject to the availability and discretionary acceptance by the Seller.
- 6.2 Prices, descriptions and availability of Products and Services displayed on the Site are subject to changes by the Seller, without prior notice.
- 6.3 The photos on the Site are merely indicative of the appearance and dimensions of the Products and therefore the Products may partially differ from the images presented. The Products are available on the Web page of the Site within their catalogue page. The Products visible on-line are merely representative and constitute a "sample sale" pursuant to and for the purposes of Article 1522 comma II of the Italian Civil Code. The images and descriptions on the Site reproduce as faithfully as possible the characteristics of the Products. The colours of the Products, however, may differ from the real ones due to the settings of individual devices with which they are displayed and reproduced, or due to the intrinsic characteristics of garment dyeing, which never allows for constant colour consistency, or due to the technical characteristics of the fabrics or of the finishings. In the event of a difference between the image and the written description, the latter shall always prevail.
- 6.4 The User acknowledges and accepts that the differences referred to in point 6.3 above do not constitute a lack of conformity of the Products purchased.
- 6.5 If after sending the Order Confirmation by e-mail, some Products are unavailable due to reasons unforeseen at the time of the Order, the Seller shall refund the User the equivalent of the amount paid.

7. Purchase procedure

- 7.1 Each Purchase Order sent by the User constitutes an offer for the purchase of Products.
- 7.2 It is the User's responsibility to accurately indicate a valid e-mail address and to periodically check his e-mail inbox.
- 7.3 Once the Purchase Order has been received by the Seller, the User shall receive an "Order Confirmation e-mail" containing information on the offer selected, a summary of the billing data and delivery address, the shipping cost, the total amount paid and the type of payment selected.
- 7.4 In the absence of the " Order Confirmation e-mail" referred above, the sales Contract shall not be considered validly concluded.

8. Prices

- 8.1 The price of the Products will be the one indicated on the Site. For Orders shipped in the EU, VAT is charged at the rate of the country of destination and included in your Order.
For Orders shipped outside of the EU, no VAT is charged. We ship DAP (delivered at place). Any local duties or customs charges may be payable to receive your Order. We cannot provide an estimate of these charges, so please consult your customs office for an estimate of charges due. If there is an obvious error in the price shown in the Site, the User will be informed and will have the option of a) confirming the Order with the corrected price or b) cancelling the Order. If the Seller is unable to contact the Purchaser, the Order will be cancelled and the Purchaser will be refunded the full amount. The Seller is under no obligation to supply the Product at the lower price erroneously indicated (even if the Order Confirmation has already been sent) provided that the error in the original price is obvious and unequivocal such that it can reasonably be identified as incorrect.
- 8.2 Shipping and delivery costs are not included in the price of the Product: they will be applied at checkout and shall be borne by the Purchaser. Any additional charges will be borne by the Purchaser as set out in article 8.1. above.
- 8.3 The prices related to each Product are valid as shown on the Site at the time of the purchase.
- 8.4 Customisation will involve extra charges and shall be requested when placing the Order. Any request of customisation will be agreed by email with the person in charge of the Order.
- 8.5 The Seller may provide special offers during the year. If a promotion is active, and/or if the Purchaser is in possession of a personal discount or promotion code, it may be used when the payment is processed. This can be done by entering the discount voucher code in the appropriate section in the Site (indicated as "Discount Code"). Special promotions and discounts addressed to the general public may also be announced on the Web pages of the Site. Any discount or promotional code may be discontinued or cancelled at the Seller's own discretion.

9. Invoices

- 9.1 For orders placed in Europe, should the Purchaser request an invoice, such request must be made when placing the Order, by sending an email to amministrazione@oncemilano.com .
- 9.2 The information provided by the Purchaser when the Order was made shall apply to the invoice issued.
- 9.3 No changes to the invoice shall be made after the invoice has been issued.

10. Shipping

- 10.1 The Seller undertakes to hand over to the selected shipping company the Products purchased by the User within 20 (twenty) working days from the Order Confirmation email. For some Products the delivery time may be longer (as displayed on the Site). Production and shipping are interrupted during the national holidays and the Christmas and August break.
- 10.2 In the event that the Seller is not able to ship the Products within the term referred above, it will notify the Purchaser by e-mail, or by telephone if the contact information was provided during the Order process.
- 10.3 The insurance on the Products shall be that of the shipping company making the delivery and is already included in the shipping costs.

11. Availability of Products/Services

- 11.1. If an Order is not deliverable in accordance with art. 10.1 (as a way of example only, if any Products are sold out or under replenishment), the Seller shall inform the Purchaser by e-mail or other means (e.g. telephone if supplied by the Purchaser). If the Product is no longer available or it requires some time to be available on the Site, the Purchaser will have the option to either confirm the Order, cancel it (in case of cancellation the sum will be refunded to the Purchaser) or modify it (if he intends to choose another available Product/Service).
- 11.2. In the case of Orders of several Products (Multiple Order), if the unavailability concerns only some of the Products covered by the Multiple Order, without prejudice to the rights available to the Purchaser under the law, the Seller shall promptly notify the Purchaser by e-mail or telephone of such circumstance. The Purchaser, if a "Consumer" User, has the right to terminate the Contract only for those Product(s) that have become unavailable, pursuant to and in accordance with the provisions of Article 61, paragraphs IV and V, of the Consumer Code or - if a "Professional" User, in accordance with the provisions of the Civil Code. In the event that the Purchaser decides to terminate the Contract in relation to the Product(s) that have become unavailable, or in any case in which payment of the total amount has already been made, the Seller will refund the amount due in relation to such unavailable Product(s), including delivery costs and any other additional costs due specifically in relation to such unavailable Product(s) (partial amount due) without delay and, in any case, within of 15 (fifteen) working days from the date the Purchase Order is sent. The amount of the refund shall be communicated to the Purchaser by e-mail or telephone.
- 11.3. The termination of the entire Multiple Order shall only be possible in the case of evident and proven ancillary nature of the Products object of the Multiple Order that have become unavailable with respect to the other available Products object of the Multiple Order.

12. Delivery

- 12.1. Delivery is handled directly by the shipping company selected by the Seller and delivery times vary depending on the quantity of the Products purchased and the place of destination. Although the Seller does not handle the shipment itself, it will do its best to ensure delivery times are met.
- 12.2. The Seller shall not be liable for any damages suffered by the Purchaser due to delays in delivery.
- 12.3. At the time of delivery of the Products by the shipping company, the Purchaser shall ensure that the number of packages/Products actually delivered corresponds to the number indicated in the waybill and that the packaging of the packages/Products is intact in all its parts, not damaged or compromised by atmospheric events or in any case altered.
- 12.4. If the Purchaser discovers any anomalies or obvious damage to the packaging and/or the Products contained therein or a mismatch in the number of packages/Products, the Purchaser must immediately contest them by written notification (specifying the reason of the notification, e.g. "punctured packaging", "crushed packaging", etc.) on the courier's proof of delivery and inform the Seller within 3 (three) days of the delivery at the e-mail address indicated in art. 2.1. above.
- 12.5. Once the proof of delivery has been signed, the Purchaser may not raise any objection as to the packaging delivered.
- 12.6. In case of refusal or failure to pick up the Products in storage at the shipping company's warehouses due to repeated impossibility of delivery to the address indicated by the User in the Purchase Order, or in case of non-delivery due to incorrect contact details given by the User, the Products shall be returned to the Seller. The Seller:
 - a. will proceed to reimburse the price of the Products, but not the cost of shipping, and will deduct any amount relating to the opening of any practice with the costs of storage, storage costs and return of the Product, duties and import taxes, which will be borne by the Purchaser; or
 - b. will make arrangements for reshipment adding any additional shipping costs, including duties and import taxes for returning the Products/packages, which will be borne by the Purchaser.

- 12.7 The Seller shall not be liable for delivery errors due to inaccuracies or incompleteness of details made by the User in the Purchase Order or for any damage that may occur to the Products after delivery to the first shipping company or for delays in delivery attributable to the shipping company itself.

13. Cancellation of order / Right of withdrawal

13.1 Customized Products.

Customization must be agreed in advance with the Seller by email or written agreement. For Products made to measure or clearly customized at the explicit request of the Purchaser (by way of example only, requesting to embroider the initials of a name, a particular design, a particular size, colors that are indicated as "Bespoke" in the Site or in the colour swatch, Products that are made to measure, etc.), the right of withdrawal is excluded, in accordance with the provisions of Article 59 comma 1 lett.c) of the Consumer Code.

13.2 Non-customized Products.

13.2.1 A "Professional" User cannot withdraw from the Contract once he has received the Order Confirmation email, even in case of Products on sale or discounted Products. A "Consumer" User has the right to withdraw from the Contract without giving any reason, within 14 (fourteen) days from the day on which the Products were delivered.

13.2.2 To exercise the right of withdrawal, the User shall inform the Seller of such decision to withdraw by sending an e-mail to info@oncemilano.com.

13.2.3 In case of withdrawal, the User will be refunded all the payments made to the Seller in relation to value of the Products to which the withdrawal refers, excluding delivery costs and custom duties, if applicable, in addition to any liability thereof for loss or damage of the Products.

13.2.4 The refund will be made using the same means of payment used by the User for the purchase. Where this is not possible, the User may agree on a different method of reimbursement. In any case (and subject to the provisions of art. 13.2.3 above), the User will not incur any costs as a consequence of such a refund.

13.2.5 The refund will be processed when the Products reach the Seller's destination or until the User proves that he/she has successfully returned the Products, whichever is the earlier.

13.2.6 When returning the Products, the User shall place a copy of the Order Confirmation email and the payment receipt inside the packaging box.

13.2.7 The User shall send back the Products intact and as she/he has received them; the Products should not be used and shall be sent by the User to the Seller without undue delay and in any case within 14 (fourteen) days from the day on which he communicated his withdrawal.

13.2.8 For any complaint, please write to info@oncemilano.com.

14. Limitations to the right of withdrawal on the Products

The right of withdrawal is subject to the compliance with the terms and procedures described in the previous paragraphs together with the following conditions:

- a. the Products purchased must be returned intact;
- b. the Products must be returned in their original packaging;
- c. the Products must be returned to the Seller in a single shipment.

15. Conformity Defect and Warranties

15.1 The User is entitled to a warranty on the conformity of the Products purchased. The right to the guarantee only exists if the User complies with what is indicated on the label (composition and washing instructions). Any use of the fabrics and in general of the Products that differs from what is indicated on the label and in the washing instructions does not guarantee the conformity of the quality of the Product, which may deteriorate, be damaged or inconsistent with the guaranteed quality.

The Seller does not guarantee the Product if used in a manner that differs from what is indicated on the label and in the washing instructions.

- 15.2 In order to exercise the right of guarantee, the User must provide: a) the Order number, b) an accurate description of the defect and c) the receipt of payment, as well as d) any photographic material suitable for ascertaining the potential defect in the Product.
- 15.3 In the case of a "Consumer" User, the warranty lasts 24 (twenty-four) months from the delivery of the Products and the conformity defect must be communicated to the Seller by registered letter with return receipt or PEC communication (Registered Mail) or any other similar communication that can act as a legal proof, within the shortest possible time.
- 15.4 Should the conformity defect of the Product be ascertained, the "Consumer" User has the right to either have the Product repaired or replaced. The User shall also have the right to request an appropriate price reduction or termination of the Contract if the repair or the replacement proves to be impossible or excessively onerous, if the Seller has not repaired or replaced the Products within a reasonable period of time and in any case in not less than 15 (fifteen) working days, or if the replacement or repair previously carried out has caused considerable inconvenience to the User.
- 15.5 In the case of a "Professional" User, the warranty lasts 12 (twelve) months from the delivery of the Products and the conformity defect must be communicated to the Seller by registered letter with return receipt or PEC communication (Registered Mail) or any other similar communication that can act as a legal proof within 8 (eight) days from the discovery of the defect. In this case, if the lack of conformity of the Product is ascertained, the Professional User has the right to terminate the Contract or have the price reduced pursuant to Articles 1490 et seq. of the Italian Civil Code.

16. Limitations of liability

- 16.1 The Seller shall not be liable for any damages that may result to the User from the use of the Site, such as computer viruses, omissions, service interruptions and software failures, including damage to the User's computer equipment.
- 16.2 Although the Seller endeavours to ensure that the information provided on the Site is correct, the Seller does not warrant that such information is accurate or complete.
- 16.3 The Seller may make changes to the Site or to the Services and prices described therein, at any time and without prior notice.
- 16.4 In the event of doubt regarding the information provided through the Site, before placing a Purchase Order, it is the User's responsibility to contact the Seller in order to obtain confirmation of the information.
- 16.5 The Seller shall not be liable in the event of force majeure, if unable to execute the Order within the time frame envisaged by the Contract.
- 16.6 Furthermore, the Seller shall not be liable for any damages, losses and costs incurred by the User as a result of the non-performance of the Contract for reasons not attributable to the Seller.
- 16.7 The Seller shall not be liable for any fraudulent or unlawful use that may be made by third parties, by credit cards providers and other means of payment, when paying for the Products purchased, if it proves that it has taken all possible precautions based on knowledge and experience at the time, according to ordinary diligence.
- 16.8 The Seller shall not be liable for any allergic or intolerant effects that may occur to Purchasers as a result of the use of the Products purchased.
- 16.9 The Seller shall not be liable for any malfunctions deriving from and/or related to the deactivation of cookies in the User's browser.
- 16.10 The Seller shall not be held liable in the event of damages of any nature deriving from the use of the Product in an improper manner and/or not in compliance with the characteristics of the Product and its common use, or in the event of a fortuitous event or force majeure.
- 16.11 The Products shall remain the property of the Seller until the Purchaser has paid the total amount due.
- 16.12 Once Milano shall not be liable for any damage that the Purchaser has caused to the Product due to his negligence in the use of the same or for not having complied with what is indicated in the washing instructions attached to the Product.

17. Access to the Service

- 17.1 Although the Seller shall endeavour to ensure that access to the Site can normally take place twenty-four hours a day (24 hours a day), the Seller shall not be liable to the User in the event that the Site is unavailable at any time or for any period of time.
- 17.2 The transmission of information via the Internet is not entirely secure. Although the Seller takes the measures prescribed by law to protect the information entered, it cannot guarantee the security of the data transmitted to the Site; transmission is therefore carried out at the User's own risk.
- 17.3 The Seller reserves the right to add, remove functions or features or suspend or completely interrupt the provision of the Service, either temporarily or permanently.

18. Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site and its Services without prior express written consent of the Owner.

19. Licence for use

- 19.1 Material from the Site cannot be used for commercial purposes without prior express written consent of the Owner.
- 19.2 The Site may not be used and no part of it may be reproduced or stored in any other website nor may it be incorporated into any system or service, public or private, for the electronic retrieval of information without prior express and written consent of the Seller.
- 19.3 Any rights not expressly granted in this Site are reserved.

20. Copyright

- 20.1 The Owner is the owner of all rights relating to the graphic and conceptual content of the Site.
- 20.2 All trademarks on the Site, whether figurative or nominative, and all other signs, trade names, service marks, denominative marks, commercial names, illustrations, images, logos appearing on the Site are and remain the exclusive property of the Seller and are protected by applicable trademark laws and relevant international treaties.
- 20.3 The User agrees not to, and undertakes not to, use in any way the trademarks, trade names, service marks and other logos, brand features and product and service names on the Site without the prior written permission of the Owner.

21. Privacy

- 21.1 The personal data related to the visit to the Site and to the purchase of Products and Services are processed by the Owner as data controller in compliance with the Privacy Policy displayed on the Site in the "Privacy Policy" section, and referred to here in full, and that the User declares, also by accepting these General Terms and Conditions, to have read and understood.
- 21.2 For any requests for information on the processing of personal data or complaints, the User must contact the Owner at the following e-mail address: info@oncemilano.com .

22. Changes

- 22.1 The Owner reserves the right to make changes to these General Terms and Conditions at any time.
- 22.2 The amendments made to these General Terms and Conditions shall be applied *ratione temporis* to the individual Users; events that occurred and/or legal relationships concluded before the new General Terms and Conditions came into force, shall be entirely governed by the previous version.
- 22.3 It is recommended to print out a copy of these General Terms and Conditions for future reference. The copy is made available in PDF format. [insert pdf]
- 22.4 If the User continues to use the Site after the changes have been published, he/she accepts the new General Terms and Conditions without reservation.

23. Settlement of Disputes

All disputes arising from this Contract shall be preceded by an attempt at conciliation before the Conciliation Authority chosen by the Purchaser among those listed at the following link:

<https://www.mise.gov.it/index.php/it/mercato-e-consumatori/tutela-del-consumatore/controversie-di-consumo/odr-risoluzione-dispute-online> and governed according to the Conciliation Rules adopted by it or at the link <http://ec.europa.eu/consumers/odr> . Through the ODR (Online Disputes Resolution) platform, the Purchaser may send a complaint relating to a Contract concluded on-line and thus activate the on-line dispute resolution procedure.

24. Nullity

Should any clause of these General Terms and Conditions prove to be invalid, illegitimate or ineffective, such clause shall be deleted in its strictly indispensable part, while the remaining clauses shall not be affected and shall remain effective.

25. Applicable Law and Jurisdiction

- 25.1 These General Terms and Conditions and all disputes concerning the execution, interpretation and validity of the individual sales or Service Contracts concluded from time to time are subject to Italian law.
- 25.2 If the parties intend to bring an action before the ordinary judicial authority for any disputes relating to the interpretation, execution, invalidity, etc., of these Conditions and of the individual sales or Service Contracts concluded, this will be the one corresponding to the registered office of the User, if the User is a Consumer, or of the Court of Padua if the User is a Professional.
- 25.3 Matters relating to the use of the Site are governed by Italian law. Purchasers who access the Site declare that they accept such regulations. In particular, the Seller does not guarantee in any way that the content of the Site respects the regulations in force in other countries. Access to the Site from places where its contents are considered illegal is expressly forbidden. Users assume full responsibility for any transgression of these prohibitions.

I declare that I accept the General Terms and Conditions of Sale

Pursuant to and for the purposes of Articles 1341 et seq. of the Italian Civil Code and Articles 33 et seq. of the Consumer Code, the Purchaser hereby specifically approves the following clauses:

6.3 and 6.4 Variation of the Products with respect to the online presentation; 12.2 Liability exclusion for damages due to delays in the delivery; 12.5 Impossibility to dispute the goods; 13 Cancellations and Withdrawals; 14 Limitations to the right of withdrawal; 15.1 Limitation of liability for uses that do not comply with the label or with the washing instructions; 16. Limitations of liability; 17 Access to the Service; 22 Unilateral changes by the Seller; 25 Exception to the place of jurisdiction for the Professional User.

I accept the above clauses

