

## **General Terms & Conditions of sale and use of the site**

### **1. OBJECT OF THE CONTRACT**

*These general conditions are applied to orders made online, on the website [www.animaedarte.com](http://www.animaedarte.com)  
Seller: AnimaedArte di Patrizia Castellacci, located in Donoratico (Li) - Italy - PI 02063070490  
Each purchase transaction will be ruled by the provisions of D. Lgs. 6 September 2005, n.206  
ss.mm.ii.(Italian consumer code) and, particularly, those referred to in Title III, Section II, art 49/59  
(remote contracts) as well as, with regard to the protection of personal data, by the provisions of  
the EU Reg. 2016/679.*

### **2. PURCHASE ORDER AND CONTRACT COMPLETION**

*The contract is concluded when the Seller receives the purchase order submitted by the Customer on the website [www.animaedarte.com](http://www.animaedarte.com). Sending the purchase order by the site process online implies the full Customer's knowledge of these General and Payment Conditions and their full acceptance. The Customer declares that he has read all the informations provided to him during the purchase process online.*

*Any Customer's right to compensation or indemnity, as well as any contractual or non-contractual responsibility for direct or indirect damage to persons and/or things resulting from the total or partial non-acceptance of an order, is expressly excluded. The customer will be entitled to a prompt refund of what he paid, at the time of submission of the order.*

### **3. PURCHASING PROCESS AND PRICE**

*The purchases of products presented on the website [www.animaedarte.com](http://www.animaedarte.com) are made at the price indicated for each product and confirmed at the end of the ordering process online, in addition to any shipping costs. Before the order confirmation, the total cost, included the shipping costs, is visualized.*

*For payments made by using Credit Cards, no related data will be kept memorized.*

### **4. PAYMENT**

*The payment of the total price of an order placed on the website [www.animaedarte.com](http://www.animaedarte.com) has to be made according to the methods chosen by the Customer during the ordering process, as indicated on the website at that stage.*

### **5. ORDER PROCESSING TIMES**

*The processing of the orders for original paintings placed on the website [www.animaedarte.com](http://www.animaedarte.com) is normally guaranteed within a maximum of 4/5 working days from completion of the order form the seller. In case a framing work is requested, shipping will be made as indicated in the description page of the specific painting.*

*For fine-art printing art-works on paper, always made on specific request, the order will be normally processed within a maximum of 14/20 working days from completion of the order.*

*For other kinds of artistic printing art-works, the processing times, normally longer, are those indicated in the description page of the specific product.*

*In case of complex works (for example, when a framing work and/or a Hahnemuhle authenticity certification are requested), the processing times, normally longer, will be those indicated, with the least possible approximation, in the detailed note specifically sent to the Customer before his placing the order online.*

*The completion of the order for the seller, coincides with the date when the Seller receives the corresponding payment.*

*The Seller will not be responsible for any delivery delays caused by couriers or dues to reasons of force majeure. In this respect, with the completion of the order the Customer accepts to be informed that the processing time for orders varies according to the kind of work and the quantity requested.*

## **6. DELIVERY OF PRODUCTS AND SHIPPING COSTS**

*Shipping of products will be made to the address indicated by the Customer by professional Carriers Companies. The Customer is responsible for checking that the package is intact, not damaged or wet. In case of damaged and/or wet package, the Customer can accept delivery only by having the courier put on the delivery document the words "subject to inspection of the content", together with details about the problem.*

*In the absence of this, no refund will be guaranteed, as the Courier may contest its responsibility. In case of acceptance of the package "with reserve", the Customer must promptly (better if within 24 hours from delivery) contact me and request a refund, sending photos related to the damage found. Please contact me via email, addressing to [info@animaedarte.com](mailto:info@animaedarte.com)*

## **7. RIGHT OF WITHDRAWAL**

*The Customer has the right to withdraw from the contract concluded with the Seller, without penalty and without specifying the reason, within fourteen (14) working days from the day of delivery of the products purchased on [www.animaedarte.com](http://www.animaedarte.com).*

*N.B. In case the ordered product is made on specific request, such as for a specific framing work, or other personalization, as allowed in the description page of the same product, no right of withdrawal will be allowed.*

*Except in the case of error made in processing the order by the Seller, the return costs and related risks are in charge of the Customer.*

*The Customer must pack the products using preferably the original packaging, in order to guarantee that the products will not be damaged. Shipping has to be made within 14 days from the date when the customer has communicated his will to withdraw. Once the return has arrived at the delivery address of the Seller, it will be refunded within 10 working after, previous checking the integrity of the returned products.*

## **8. INTELLECTUAL PROPERTY**

*All the images and textual contents published on the website [www.animaedarte.com](http://www.animaedarte.com) and [www.ascoltareilsilenzio.com](http://www.ascoltareilsilenzio.com), are protected by copyright, as I created them.*

*Their use through downloading features, and no matter what-else technical way, is not allowed without my explicit authorization.*

## **8. JURISDICTION**

*All purchasing transactions on this site are regulated by the Italian Law.*

*For all disputes relating to the interpretation or performance of contracts, the Seller's court shall have exclusive jurisdiction.*