

# **GENERAL SALES CONDITIONS**

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

*These terms and conditions are for the purchase of products or services, carried out remotely via computer network, by **Musicom.it S.r.l. with registered offices in Via Dante, 17 – 25122 Brescia (BS)**. Each transaction is governed by the provisions of Legislative Decree of 6 September 2005, no.206 (consumer code) and, in particular, those set out in Section II, Part II, Title III (distance contracts) as well as the protection of personal data, as in the provisions of the General Data Protection Regulation (or GDPR).*

## **2. PURCHASE ORDER AND CONCLUSION OF THE CONTRACT**

*The contract is concluded upon receipt by the supplier company of the acquisition order of the chosen goods and/or services sent by the client of the [shop.musicom.it](http://shop.musicom.it) site. The delivery of the order and electronic acquisition implies the clients' full knowledge and acceptance of these General and Payment Conditions. Clients declare to have read all the information provided during the purchase process. If the clients are consumers (i.e. a person who acts for purposes not related to business, commercial, craft or profession), once the purchase procedure is completed, they will print or save an electronic copy or at least keep these present conditions of sale, including in compliance with the provisions in Arts. 52 and 53 of Legislative Decree no. 206/2005 concerning distance contracts. Any right of the client to receive damages or compensation, and any contract or tort liability for damages, direct or indirect to persons and/or property derived from the rejection, even partial, of an order, is expressly excluded.*

## **3. PURCHASE METHOD**

*Purchases of products and services for sale on the site [shop.musicom.it](http://shop.musicom.it) are made at the price specified therein, to be confirmed at the time of the order confirmation, in addition to delivery costs. Before confirming the purchase, the total cost of the product or service chosen, the total cost and the transport costs will be shown.*

## 4. PRICES AND PAYMENT

Payment for the services and products purchased and the cost of its transportation must be made according to the method indicated in the order: PAYPAL.

In accordance with the law, Musicom.it is due to apply VAT tax on every order delivered or carried from Italian Country to another EU Country and made by natural persons not subject to taxation. In general, VAT tax is applied according to the current legislation of each UE Country where the goods are delivered.

Therefore, the amount indicated under the term "Price" must be considered VAT tax included. The final price could change according to Vat tax rate applicable at the moment of purchase. For orders requested by customers who live in other UE Countries, Italian VAT tax rate will be removed and VAT tax rate of customer's Country will be applied.

Before confirming your order, you could see the final price, including the imposable VAT tax rate. For UE customers who live outside Italian Country, VAT tax rate is calculated according to the current legislation of the UE Country where they live at the moment of the digital good purchase. Vat tax charges can be examined in your order recap, in the confirmation e-mail and in the printable receipt you will receive by e-mail.

For further information about VAT tax rates imposable to digital goods and services in foreign Countries, see the chart below:

Member States	Ordinary VAT Tax Rate	Reduced VAT Tax Rate
Austria	· 20% for all the services; · 19% for the services provided in Jungholz and Mittelberg Municipalities	10% for the services provided by TV and radio broadcasting companies
Belgium	21%	
Bulgaria	20%	
Cyprus	19%	

<b>Member States</b>	<b>Ordinary VAT Tax Rate</b>	<b>Reduced VAT Tax Rate</b>
Croatia	25%	
Danmark	25%	
Estonia	20%	
Finland	24%	
France	20%	<ul style="list-style-type: none"> <li>· 10% for the services provided by TV and radio broadcasting companies</li> <li>· 5,5% for e-books</li> <li>· 2,1% for newspapers in digital format</li> </ul>
Germany	19%	
United Kingdom	20%	
Greece	<ul style="list-style-type: none"> <li>· 23%</li> <li>· 16% Greek Islands</li> </ul>	
Ireland	23%	
Italy	22%	4% for e-books
Letvia	21%	
Lithuania	21%	
Luxembourg	17%	3% for e-books
Malta	18%	
Netherlands	21%	
Poland	23%	8% for TV and radio reception
Portugal	<ul style="list-style-type: none"> <li>· 23%</li> <li>· 22% Madeira</li> <li>· 18% Azores Islands</li> </ul>	
Czech Republic	21%	
Romania	24%	

<b>Member States</b>	<b>Ordinary VAT Tax</b>	<b>Reduced VAT Tax Rate</b>
Slovakia	20%	
Slovenia	22%	
Spain	21%	
Sweden	25%	
Hungary	27%	

## **5. DELIVERY METHODS AND TIMES AND SHIPPING COSTS**

*Musicom.it S.r.l will make the delivery of digital products by sending an e-mail from mailbox [e-book@musicom.it](mailto:e-book@musicom.it), which notifies the client of the purchase and contains the link for downloading the customized e-book.*

*The customer is required to verify that the downloaded file is fully functional and compatible with his or her reading devices. The customer has 24 hours from downloading the file to contact Musicom.it regarding any malfunctions.*

*Musicom.it S.r.l.'s courier will make the delivery of physical products. After the taking-over of the order, which is notified by an e-mail, delivery time depends on the destination, but generally it can be from 2 to 5 working days.*

*The customer is required to verify that the physical product is fully functional and compatible with his or her reading devices. The customer has 10 days from the delivery to contact Musicom.it regarding any malfunctions.*

## **6. THE RIGHT OF TERMINATION**

*The client has the right to terminate the contract with the seller, without penalty and without specifying a reason, within ten (10) working days of the day of receipt of the goods purchased on [shop.musicom.it](http://shop.musicom.it). In the case of goods downloaded from the Internet, the right of termination may be applied exclusively in the absence of download from the link sent to download the goods. To exercise the right of termination, the customer must send an e-mail to [e-book@musicom.it](mailto:e-book@musicom.it) and, in the case of material goods, wait for the return form that will be sent via e-mail; or, in the case of intangible goods and/or goods downloaded from the Internet, an e-mail confirmation of compliance*

*with the above conditions. In the case of tangible assets, only when customers have received the form can they return the goods. Under no circumstances we will accept returns without an explicit request from the customer and without the company's return form or the confirmation e-mail. The customer assumes the costs and risks of return shipping. Once the returned goods have arrived at Viale San Michele del Carso, 22-20144 Milan, the company will issue a refund within 10 working days.*

## **7. JURISDICTION**

*Jurisdiction for all disputes related to the interpretation or execution of contracts will be exclusively the court of Milan.*

## **8. PRIVACY POLICY & COOKIE POLICY**

### **Privacy Policy**

*Welcome to the [shop.musicom.it](https://shop.musicom.it) website. Please read our privacy policy, which is applied whenever you access the website and browse it and use its services, irrespective of the acquisition of products or services.*

*Your personal information will be used in full respect of the fundamental principles laid down by the General Data Protection Regulation (or, in short, GDPR) for the protection of personal data.*

### *Data controller*

*The owner of the data collected through this site is Musicom.it S.r.l. via Dante, 17 – 25122 Brescia (BS) P. IVA 0302010982.*

### *Use of data*

- 1. registration on the site and to use the services;*
- 2. access to additional specific services: our newsletter and other information bulletins about our activities;*
- 3. delivery of orders and related activities;*
- 4. handling of your requests, be they technical, commercial, concerning progress reports on your orders or requests for general information.*

## *Methods of processing*

*Processing will be totally automated.*

*The data recorded on the server are protected against the risk of unauthorized intrusion and access.*

## *Rights of users*

*Users have the right to know whether their personal data have been stored and the purposes for which they are used. They have the right to request that they be updated or corrected, cancelled or blocked and to oppose, in whole or in part, their treatment. To exercise the rights set out above, users may contact*

*Musicom.it S.r.l. Via Dante, 17 -25122 Brescia (BS)*

*e-mail [produzione@musicom.it](mailto:produzione@musicom.it)*

*Tel [+39 02461525](tel:+3902461525)*

*For further information regarding user rights, users may consult the internet site of the Italian Data Protection Authority at this address: [www.garanteprivacy.it](http://www.garanteprivacy.it).*

## **Cookie Policy**

### *What is a cookie?*

*A cookie is a small file that a website such as [www.shop.musicom.it](http://www.shop.musicom.it) sends to your browser and saves on your computer. Cookies help the site function or improve its performance, as well as to provide information for the site owners.*

### *What kind of cookies does [shop.musicom.it](http://shop.musicom.it) use?*

- Performance cookies: help the site function properly. They also allow you to create an account, login and manage your orders.*
- Functionality cookies: used, for example, if you have added items to your basket and closed the session without completing your acquisition. They help you to continue shopping the next time you access the site (within a limited period of time) and find your basket exactly as you left it.*
- Analytics cookies: improve the quality of your browsing. For example, they are used by Google Analytics to analyse data on how users use the site on their computers or mobile devices, the number of pages visited or the*

*number of clicks made on a page while browsing a site. Musicom.it S.r.l. uses the results of this analysis anonymously and exclusively for statistical purposes only when the service provider uses the cookies when connected to the browser installed on your computer or on other devices used to browse our site.*

***Can I disable cookies?***

*Yes, you can, via the browser you use to surf the internet.*