PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website www.massimodutti.com and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, the Cookies Policy and the Privacy Policy available on the website (hereinafter, jointly, the “Data Protection Policies”) carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and the Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current Conditions at the time of formalisation of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form available on our website.

The contract between us to purchase a product (hereinafter, the “Contract”) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this web page is carried out under the trading name Massimo Dutti by Carant M.D. Limited, a limited liability company with registered address Bigbon Head Office, Santa Tereza Square, Off Naxxar Road, Birkirkara BKR 9047 Malta, registered in Malta bearing Company Registration Number C47752, with Corporate Tax Number 994963303, with the following email address contact.mt@massimodutti.com

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

i. Use this website to make legally valid enquiries and orders only.
ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the pertinent authorities.
iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see the Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in Malta and Gozo only.

If you wish to order products from another EU member state outside of Malta via this website you are of course welcome to do so; however, the ordered products can only be delivered to a MASSIMO DUTTI store or a delivery address within Malta.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchasing procedure and click on "Authorise payment". After doing so, you will receive an email confirming receipt

of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipment Confirmation").

7. TECHNICAL MEANS OF CORRECTING ERRORS

If you detect an error when entering your personal details to register as a user of this website, your details can be modified in the "My Account" section. In any event, you may correct errors in your personal data provided during the purchasing process by calling customer services on 80062678, or at the email address contact.mt@massimodutti.com , as well as exercising the right of rectification as set out in the Privacy Policy by contacting contact.mt@massimodutti.com.

This website displays confirmation screens at various points throughout the purchasing process, which do not allow the order to be processed if the data in these sections has not been entered correctly. This website also shows the details of all the items that you have added to the shopping basket during the purchasing process and as such you may modify the details of your order before payment. If you detect an error in your order after payment has been made, you should contact our customer services to rectify the error immediately, either by telephone or email, using the aforementioned contact details.

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always

do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

10. DELIVERY

Notwithstanding clause 8 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Shipment Confirmation prior to the date indicated in the Shipment Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays or Sundays or bank/public holidays.

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

11. INABILITY TO DELIVER

If it is impossible for us to delivery your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and

what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which we deem this Contract to have been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on you.

12. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery as defined in clause 10 above.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 10 above), if that were to take place at a later time.

13. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipment Confirmation) if the error in the price is

obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, those will have been added to your shopping basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Visa Electron, Mastercard, American Express and PayPal.

To minimise the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

When you click "Authorise payment", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorisation by the card issuing entity, but if the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalise any Contract with you.

14. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

15. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in the following card information being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy Policy and Conditions.

By agreeing to use Express Checkout, you authorise that purchases paid though the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase. To make purchases using different

details please do not use the Express Checkout service. You may change your Favourite Card linked to Express Checkout in the My Account section of this webpage. The provisions of this clause shall not apply if you buy goods as a guest.

16. VALUE ADDED TAX AND INVOICING

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT).

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

You expressly authorise us to issue the invoice in electronic format. However, you may freely indicate us at any time, you want to receive a paper copy of your invoice, in which case we will issue and send you the invoice on paper.

17. RETURN POLICY

17.1 Legal right of withdrawal

Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated and by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify Carant M.D. Limited operating under the commercial name MASSIMO DUTTI, at the telephone number 80062678, by writing an email at contact.mt@massimodutti.com or by writing to our contact form available on our website, of your decision to withdraw from this Contract by an unequivocal statement (example, a letter sent by post or email). You may use the model withdrawal form as set out in Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery to the original delivery place in Malta (and with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earlier.

You shall send back or deliver the goods or hand them over to us at any MASSIMO DUTTI store in Malta or return them by Courier arranged by us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The

deadline is met if you send back the goods before the period of 14 days has expired.

Unless you return the goods by Courier arranged by us or you hand the goods over in a MASSIMO DUTTI store in Malta you shall bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

17.2 Contractual right of withdrawal

In addition to the legally recognised right to cancel for consumers and users, mentioned in clause 17.1 above, we grant you a period of 30 days from delivery of the parcel to return the products (except those mentioned in clause 17.3 below, for which the right to cancel is excluded In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said products, which means that the delivery costs will not be reimbursed. You will be responsible for the direct costs of returning the product unless you hand the goods over in a MASSIMO DUTTI store in Malta or you return the goods by Courier arranged by us. You may exercise your right of withdrawal in accordance with the provision of clause 17.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the delivery of the products.

17.3 Common provisions

You shall not have the right to cancel the Contract when it is for the delivery of any of the following Products:

i. Customized items.
ii. Music CDs/DVDs without their original wrapping.
iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. No

reimbursement will be made if the product has been used more than just opening it, for products that are not in same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the ticket which you will have received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order. Upon cancellation, the respective products shall be returned as follows:

(i) Returns at any MASSIMO DUTTI store

You may return any product at any MASSIMO DUTTI store in Malta. In such a case, you should go to such store and present with the goods a fully completed ticket included with the delivery of the product.

(ii) Returns by Courier

When returning the product(s) by courier arranged by us, you should contact us through the contact channels provided on the App to arrange for the product to be collected at your home. You should send the product in the same package received by following the directions on the "RETURNS" section of this website or on the app. If you have bought any goods as a guest, you may request returns by courier by contacting us through the contact channels on this website or on the app. Note that we cannot use this returns method for items that were purchased in-store.

Please note that unless you return the item to any Massimo Dutti store in Malta, you will have to bear the direct cost of the return. Please note that if you decide to return the items to us “cash on delivery”, we will be authorised to charge you for any costs we may incur.

If you do not want to return the products using the free option available, you will be responsible for the return costs. Please note that if you decide to return us the items “cash on delivery”, we will be authorised to charge you for any costs we may incur.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed

when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earlier. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us, if you have not chosen one of the free return options as indicated above.

If you have any questions, you can contact us on our contact form available on our website or by calling 80062678.

17.4 Returns of defective products

In the cases in which you consider that at the moment of delivery product is not as stipulated in the Contract, you must contact us immediately on our contact form, providing the product details and the damage sustained, or calling us on 80062678, where we will indicate what you need to do.

You can return the product at any of our MASSIMO DUTTI stores in Malta or by delivering it to a Courier who we will send to your home. You must return the product together with the ticket that you will receive with the product when it is delivered. We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be refunded or replaced (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming the that refund or replacement of the product is going ahead.

The amounts paid for the products returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. The refund shall be paid by the same payment means you used to pay from the purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

17.5 Right of withdrawal and return for orders from abroad

If you have ordered products from outside Malta from another EU member state via this website, the above clauses 17.1-17.4 will apply.

At the same time, we would like to inform you that we are under no circumstance (with the exception of clause 17.4) obliged to pay shipping costs to destinations other than the original delivery address in Malta nor the return costs from destinations outside Malta.

18. GUARANTEES

As a consumer and user, we provide guarantees for the products sold via this website, in the legally established terms for each type of product, and thus will respond to a lack of conformity of said products, which becomes apparent within two years of the delivery of the product. However, we remind you that sufficient evidence of the product's lack of conformity with the contracted product must be provided if apparent after six months from the delivery of the product.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect of a product of the same type. In this respect, if any of the products do not conform with the contract, you should make us aware of this by following the process detailed in aforementioned section 17.4 and through any of the communication means destined for this purpose.

The products we sell, especially handmade products, often present the characteristics of the natural materials used to make them. These characteristics, such as variations in streaks, textures in the knitting and in the colour are not considered defects or faults. Rather, these variations should be expected and appreciated. We only select products of a superior quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

19. LIABILITY AND WAIVING LIABILITY

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

In case of death or personal harm caused by our negligence; ii. In case of fraud or fraudulent deceit; or iii. In any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, we shall not accept any liability for the following losses, regardless of their origin: i. loss of income or sales; ii. loss of business; iii. loss of profits or contracts; iv. loss of forecast savings; v. loss of data; and vi. loss of management time or office hours.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

The provisions in this clause shall not affect your rights as a consumer and user, nor your right to cancel the Contract.

20. INTELLECTUAL AND INDUSTRIAL PROPERTY

You recognize and agree that all copyrights, registered trademarks and other intellectual and industrial property rights to the materials or contents provided as part of the website belong at all times to the INDITEX GROUP or to a third party who had authorized to the INDITEX GROUP the use of said content or material. You may NOT use said material unless you are expressly authorized by the INDITEX GRUP. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

21. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorisation to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

22. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

23. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we

send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognised by law.

24. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 23 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

26. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

i. Strike, lockout or other forms of protest.
ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
iv. Inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private.
v. Inability to use public or private telecommunication systems.
vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect, and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

27. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or

limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

28. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

29. ENTIRE AGREEMENT

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

30. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, terms or privacy statement, in which case the possible changes will also affect orders made previously by you.

31. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts through said website shall be governed by Maltese legislation.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the courts of Malta.

If you are entering into the contract as a consumer, nothing in this clause shall affect the statutory rights you have, as recognised in any applicable legislation in effect.

32. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are always welcome. We ask that you send any comments and suggestions, as well as any queries, complaints or claims, via our contact form, by telephone or to the postal address or email address indicated in clause 2 of these Conditions.

Complaints and claims sent to our customer services will be handled as soon as possible and within the legally determined period.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact.mt@massimodutti.com in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address http://ec.europa.eu/consumers/odr/.

Last updated on 17 December 2018

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdrawal from the contract)

To Carant M.D. Limited, operating under the trading name MASSIMO DUTTI, at contact.mt@massimodutti.com

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date 21/04/2106

(*) Delete as appropriate