GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the general terms and 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 and our Privacy and Cookies Policy (hereinafter, jointly, the “Privacy and Cookies Policy”) carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Privacy and Cookies Policy. If you don’t agree with the Conditions and with the Privacy and Cookies Policy, do not use this website.

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

If you have any query regarding the Conditions or the Privacy and Cookies Policy, you may contact us by using the contact form.

The Contract (as defined below) may be executed, at your choice, in any of the languages in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this website is carried out under the name MASSIMO DUTTI by ITX RS DOO BEOGRAD, a Serbian company with registered address at GTC 41, Milutina Milankovića 9đ, Building “C” VI Floor, 11070, Belgrade, Serbia, telephone number: (011) 202 3405, with e-mail address contact.rs@massimodutti.com, with tax identification number No. 103882837.

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 Privacy and Cookies Policy. 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 enquiries and legally valid 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 authorized to cancel it and inform the competent authorities.

iii. Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy and Cookies 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 binding contracts.

5. SERVICE AVAILABILITY

Delivery service for the articles offered on this website is available in Serbia only.

6. FORMALISING THE CONTRACT

The information set out in the Conditions and the detail contained on this website do not constitute an offer for sale but rather an invitation to make an offer. No contract in respect of any products shall exist between us and you until your order has been expressly accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you must follow the online purchasing procedure and click on "Authorize payment". After doing so, you will receive an email from us acknowledging that we have received your order (the "Order Confirmation"). All orders are subject to acceptance by us. You will be informed via email that the order is being accepted and sent (the "Shipping Confirmation"). These Conditions constitute a written agreement between us. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the “electronic receipt”).

The contract for the purchase of a product between us will only be formed when we send you the Shipping Confirmation. The contract for the purchase of a product between us in addition to your order and our Shipping confirmation includes also these Conditions.

The Contract will relate only to those products whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipping Confirmation.

The Order Confirmation and the Shipping Confirmation have been sent to you to your e-mail address; these Conditions have been made available to you on the website and/or access to them was made available in the Shipping Confirmation. Document shall be stored and can be made available to you.

7. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service via the email address contact.rs@massimodutti.com, as well as exercising the right of rectification contemplated in our Privacy and Cookies Policy. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service via the email address above to correct the error.

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. 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. 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, or 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

Subject to Clause 8 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Shipping Confirmation prior to the date indicated in the Shipping Confirmation in question or, if no delivery date is specified in the Shipping Confirmation, within a maximum period of 30 days from the date of the Shipping Confirmation.

Nonetheless, there may be delays for reasons such as 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, Sundays or bank holidays.

For the purpose of these Conditions, the "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 delivery address indicated by you.

11. INABILITY TO DELIVER

If it is impossible for us to deliver 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 organize 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 charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has 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 to you.

12. Intentionally deleted

13. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 10 above.

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

Where you exercise your right of withdrawal pursuant to Article 17 the products are under your responsibility until the moment delivered to A) us in the event carrier is indicated by you or B) carrier in the event carrier is designated from our side.

14. 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 website 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 and approach you as soon as possible, explain the error, present you with the correct price and provide you with an option to confirm or cancelling your order. If we are unable to contact you, we will not process the order but the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

You should inform us if you detect that there are any incorrect lower price (even when we have sent the Shipping Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on the website include VAT, but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (see the section on Delivery Charges).

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, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating 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, Furthermore, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the following cards: Visa / Visa Electron and MasterCard. Furthermore, you can pay for your order to the courier in cash when the order is delivered.

To minimise the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorisation 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.

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. 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 conclude any Contract with you.

Although we operate in the local currency and we will not charge any extra fees or surcharges, this is an international transaction and your bank may charge you with extra fees due to currency

exchanges to EUR, at the rate of the bank. For such reason, in case the debited/refunded amounts on your credit card are different to the price displayed at the checkout/the confirmed amount to be refunded, please contact your home bank to receive further information about the bank costs or currency exchanges rates related to such transaction.

Please note that the option 'Change of size or color' will only be available when the following means of

payment are used Visa / Visa Electron, MasterCard and cash.

15. BUYING GOODS AS A GUEST

Buying goods as a guest is not available.

16. VALUE ADDED TAX

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

In this regard and pursuant to Article 11, Paragraph 1, Point 1 of the Serbian VAT Law The Value Added Tax Law (Official Gazette of RS no. 84/2004, etc.), goods are deemed supplied in the territory in which goods are physically located at the time of dispatch to customer or a third party in line with a request received from the customer.

In line with provisions of the Article 42 of the Serbian VAT Law, Seller will be issuing VAT invoices to VAT registered purchasers.

Seller may opt not to issue VAT invoice to individual purchasers not considered entrepreneurs and not registered for VAT in line with Article 2 of the Rulebook on Determining Cases When VAT Invoices Do Not Need to be Issued and VAT Invoices That Do Not Need to Contain All Prescribed Elements Official Gazette of RS no. 123/2012, 86/2015, 52/2018.

17. EXCHANGE/RETURN POLICY

17.1 Statutory 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 by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at MASSIMO DUTTI, at the address by sending an email to contact.rs@massimodutti.com or by writing to our contact form, 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 the 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 decide to withdraw from this Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer less the fixed return costs if applicable (please see Article ”Common Provision” below)) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. 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 earliest.

You shall send back or deliver the goods or hand them over to us at any MASSIMO DUTTI store in Serbia 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.

You are only liable for any diminished value of the goods resulting from 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 statutory right to cancel for consumers, mentioned in Clause 17.1 above, we grant you a period of 30 days as from Shipping Confirmation 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 after the statutory period has expired, you will only be reimbursed with the amount paid for said products. Delivery charges will not be reimbursed.

You may exercise your contractual 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 Shipping Confirmation.

17.3 Common provisions

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

i. Customised items

ii. Music CDs/DVDs without their original wrapping.

iii. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if 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.

Upon cancellation, the respective products shall be returned as follows:

(i) Returns at any MASSIMO DUTTI store:

You may return any product to any MASSIMO DUTTI store in the country where your product was delivered which has the same section as the product you wish to return belongs to. In such case, you should go to the store and present the product with the electronic receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the website and on the MASSIMO DUTTI mobile application. You can show the electronic receipt digitally on the screen of your mobile device, or print it and bring it to the store.

(ii) Returns by Courier:

When returning the product(s) by Courier arranged by us, you should contact us through our web form or the email address contact.rs@massimodutti.com to arrange for the product to be collected at your home. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website. You shall bear the costs of using this option in amount listed in “RETURNS” section of this website. The respective amount will be set off against the amount that we are obliged to reimburse you as effect of your withdrawal.

In case you are using some other method for return of the product, except for the above mentioned, you bear the costs caused by this kind of return method.

Also, You can return the product directly by post to our two Massimo Dutti stores in Serbia located in UŠĆE Shopping Center, Bulevard Mihajla Pupina 4, 11070 Belgrade and Shopping Center Promenada, Bulevar oslobođenja 119, Novi Sad 21000, Serbia. We ask you to return the product without delay to the above address. The costs incurred in the return of the product are payable by you.

As stated above in Article 13, please note that, following delivery of the order, if you exercise your statutory or contractual right of withdrawal and you are the one who organizes the transport of the returned products, without that service having being offered by us, we cannot assume the risk on the return package when it refers to causes not attributable to us. In any case, nothing in this clause will affect your statutory rights.

Moreover, please remember that you will be responsible for the contents of the return package, i.e. when you use any of the return options offered by us. In the event that there is an error in the content of the return package not attributable to us, we will be entitled to pass on you the corresponding costs if it is possible to manage the return of the package to your attention.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods 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 reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

If you have any questions, you can contact us on our contact form.

17.4 Returns of defective products

If you think that at the moment of delivery the 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; you can also send us an email to contact.rs@massimodutti.com.

You must return the product at any MASSIMO DUTTI store in Serbia or giving it to the courier that we send to your home.

We will carefully examine the returned product and will notify you about our findings by email within a reasonable period. In case that we confirm defectiveness of the product which occurred in the first six months as of delivery of the product to you, you will have right to decide whether you want to exchange the product or to refund money. On the other side, if defectiveness of the product occurs upon the six months as of delivery of the product to you, we will be allowed to decide if the product may be exchanged or whether you have a right for a refund (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 that the refund or replacement of the product is going ahead.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.

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

17.5 Change of size or color

Applicable only to Returns at any MASSIMO DUTTI store (Article 17.3. point (i) Returns at any MASSIMO DUTTI store) if you decide that the item that you have purchased is in the wrong size for you or color, then you may be able to request a change in its size or color, without having to pay an additional delivery charge for the new item being sent to you provided you return the original item. This is regardless of your right of withdrawal, which will continue to exist legally and contractually. You can request the change of size or color via the "Orders and Returns" section of "My account" on this website. You should select the new size or color of your item, and provided that (i) it is the same item, (ii) its price on the website is equal to or greater than the price that you paid for the original item (but please note, in this case only, you will not be charged for the price) and (iii) only certain means of payment have been used (please see Clause 15 of these Terms and Conditions for further information), then you will be able to request the change in size or color. Please note that the option for you to change the size or color of your original item will only be displayed as being available when all of these conditions are met.

Once you have requested the change and selected the appropriate return method, you must return the original item to any MASSIMO DUTTI store in Serbia. You must return the item without any undue delay, and in any event within a maximum period of 14 calendar days from the change request in the website. Return will not generate additional costs for you.

You should present with the item along with the ticket that was included with the delivery of the item.

We will send the new order with the item in the revised size or color within 2-3 working days from the date of the request of the change, and in any event within a maximum period of 30 days from that date. This option will not present an extra cost to you. This new order is governed by the provisions of the Terms and Conditions, including the exercise of the right of withdrawal.

Please note that if after 14 calendar days from the change request in the website, you have not returned

the original item, we are entitled to charge the costs corresponding to the new order placed, subject to the provisions of the Terms and Conditions'.

18. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

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:

i. 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 was illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

i. loss of income or sales; ii.

operating loss;

iii. loss of profits or contracts; iv. loss

of forecast savings;

v. loss of data; and vi. loss of business or

management time.

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

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

19. INTELLECTUAL PROPERTY

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the

usage licencers authorise expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

20. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, 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 hosted or any server, computer or database related to our website. You undertake 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.

21. 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. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

22. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notifications 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 email 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 statutory rights.

23. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 22 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email 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; in the case of an email, that the notification was sent to the email address specified by the recipient.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both Parties, 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 warranties that we may have given you.

25. 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 threator 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.

26. 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.

27. 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.

28. ENTIRE CONTRACT

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

The Parties 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 Party 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). 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.

29. 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, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

30. APPLICABLE LEGISLATION AND JURISDICTION

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

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 this area.

31. COMMENTS, SUGGESTIONS AND INFORMATION ON ALTERNATIVE DISPUTE RESOLUTION

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Moreover, there are official claim forms available to consumers and users. Those can be requested by sending an email to contact.rs@massimodutti.com.

The consumer has access to out-of-court mechanisms to resolve potential consumer disputes. In accordance with the Law on Consumer Protection, the trader is obliged to participate in the procedure of out-of-court settlement of consumer disputes.

The list of the bodies responsible for out-of-court settlement of consumer disputes can be found at the following link. Also, the Ministry of Trade, Tourism and Telecommunications updates the list from time to time, and we will try to make available to you the latest version which is available on the website of the ministry, but we also refer you to the appropriate website of the abovementioned Ministry in order to have additional possibility of verification.

15/09/2022

ANNEX

Model withdrawal form

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

Address: GTC 41, Milutina Milankovica 9dj, Building “C” VI Floor, 11070, Belgrade, Serbia, operating under the trading name of MASSIMO DUTTI, ITX RS DOO BEOGRAD

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 for paper forms)

Date

(*) Delete as appropriate