

GENERAL TERMS AND CONDITIONS OF SALE OF ARTWORKS

1. Validity of the General Contractual Conditions and Parties

The operator and manager of the website www.wundart.com is the company Wundart di Enrico Pescarolo & C. sas, with registered office at Via Vittor Pisani 14, 20124 Milan (VAT No. 12363370961 – certified email address: wundart@pec.net), hereinafter referred to as Wundart.

Wundart acts as an intermediary and not as an agent or trustee for any seller, buyer, or user for any purpose. Wundart is independent from the seller, buyer, or user, and no employment relationship, quasi-employment relationship, partnership, joint venture, or franchise relationship is intended or created through the operation of the Site.

Wundart is duly authorized by the owner to sell the Products displayed on the Site.

These general contractual conditions and the privacy policy govern the relationship between the Parties, namely Wundart as seller and the Customer, whose data are indicated in the order form, acting as the purchaser. Purchases through this Site are reserved for users of legal age.

Wundart reserves the right to modify these general contractual conditions without prior notice to the User.

The provisions contained in this document replace all previous notices or statements regarding contractual conditions related to this Site.

Users are invited to check the Site and verify the applicable conditions and any updates before making purchases.

Use of the Site

Due to the nature of the internet, occasional malfunctions, service interruptions, or errors may cause unintentional inaccuracies to appear on the Site.

Wundart has the right to correct any inaccuracies or errors and to cancel any purchase of a Product that displays an incorrect price or description once the error has been identified.

Wundart reserves the right, but not the obligation, to monitor any activity and content on the Site. It may investigate any reported violation of laws, rules, or regulations applicable to Users, Customers, or transactions on the Site and may take any measures it deems appropriate.

The Site may only be used for lawful purposes by users utilizing Wundart's authorized services.

2. Subject Matter

These general contractual conditions regulate exclusively the sale of goods described on the website www.wundart.com (hereinafter the "Site").

In particular, these conditions fully govern the sale and purchase of the artworks published on the Site.

Artworks may be physical or digital, unique pieces or limited series (e.g., lithographs).

3. Account Registration – Purchase as a "Guest"

The Site may be used either through registration of a user account or as a "Guest."

Users who register must provide a valid email address and choose a password to create and access their accounts. Passwords and registration data must be kept secure and must not be shared with anyone.

Registered users may voluntarily provide additional information during registration to personalize their accounts.

Users may delete their account at any time. For security reasons, requests to close accounts must be sent exclusively from the registered email address.

Registered Users may access various features, including for example:

- creating a wishlist
- following favorite artists
- creating a virtual gallery
- choosing whether to receive the Wundart newsletter
- any other features that may later be activated and promoted through the Site

Registered Users may also request the following services:

- Artwork valuation service
- Basic art critique service
- Advanced art critique service

according to the procedures indicated at the following link (INSERT LINK).

Users' personal data are processed in accordance with the GDPR, as described in the Privacy Policy (INSERT LINK).

4. Conclusion of the Contract

The contract is concluded upon completion of the guided purchase procedure, which includes acceptance of these general terms and conditions of sale.

After placing an order, the Customer will receive an email summarizing the order and referencing these conditions.

Refusal of Transaction

Wundart reserves the right to:

- withdraw any Product from the Site
- modify any Site content
- refuse the sale to anyone at any time, at its sole discretion

Wundart shall not be liable to any Customer or third party for withdrawing a Product, modifying content, or denying access to the Site.

5. Products and Prices

Only products available on www.wundart.com may be purchased.

Unless otherwise stated, prices shown on the Site are in Euros and include VAT.

The artwork will be sold and shipped with the accessories specifically indicated on the Site (with or without frame or glass support, with or without stretcher frame).

The price guaranteed to the buyer is the price published on the Site, which prevails over any price indicated in catalogs or other publications.

The price becomes final at the time the order is placed.

Prices published on the Site replace any previous prices.

Delivery costs will be explicitly indicated before completing the order.

6. Payment Methods

Full payment is required at the time of order.

Accepted payment methods:

- Credit Card

(The Customer guarantees authorization to use the credit card. Fraudulent use will be prosecuted according to law.)

- Bank Transfer

(Bank details will be provided at the time of the order. Wundart will process the order after receipt of payment.)

- PayPal

(The Customer guarantees authorization to use PayPal. Fraudulent use of payment methods will be prosecuted according to law.)

Tax documentation for the Products ordered will be issued by Wundart at the time of the order.

For each order, Wundart records the transaction or issues an invoice upon request, sent via email in accordance with Article 45 of the Italian Digital Administration Code (Legislative Decree 82/2005).

For invoicing and delivery purposes, the information provided by the Customer at the time of order shall prevail. Wundart shall not be responsible for incorrect order information provided by the Customer.

Any additional costs due to incorrect information (re-delivery, return shipment, storage costs) will be borne by the Customer.

7. Delivery Times and Methods – Carrier Liability

After the purchase is completed, Wundart will ship the goods through its trusted shipping partner.

For security and warranty purposes, the carrier is selected exclusively by Wundart.

Wundart's shipping partner is MailBoxes, which handles packaging and delivery through the following couriers:

- UPS
- Poste Italiane
- FedEx
- TNT
- GLS
- DHL
- BRT-DPD
- Palletways
- Italmondo
- Kuehne + Nagel

(Each courier's transport terms are available on their respective websites.)

Wundart will take photographs and/or videos during packaging to document the condition of the Product prior to shipment.

Wundart will deliver the Products to the shipping carrier within four (4) working days from order completion, unless an export certificate is required.

After shipment, the Customer will receive an email containing the tracking code and shipment updates.

The courier will deliver the Products according to its own delivery timelines.

Wundart is not responsible for delays caused by force majeure, unforeseen events, or courier liability.

CUSTOMER PRECAUTIONS UPON DELIVERY

Upon delivery, the Customer must verify:

- that the number of packages corresponds to the transport document
- that the packaging is intact and undamaged

Any damage must be immediately reported by writing “RESERVE FOR INSPECTION” on the delivery receipt.

Once the delivery document is signed, no claims can be made regarding external defects.

Any issues must be reported within 3 days of delivery.

8. Customer Obligations

By completing the purchase process, the Customer confirms they have read and accepted these Terms and Conditions and the Privacy Policy.

The Customer is responsible for complying with all laws regarding international sale and shipment of products.

The Customer is responsible for determining and paying any:

- taxes
- import duties

- export duties
- cultural permits or customs requirements

applicable in their country.

The Customer also declares that all data provided in the order form are true and accurate.

Wundart reserves the right to pursue legal action in cases of abuse or violation.

Failure to comply with obligations or payment guarantees allows Wundart to terminate the contract, without prejudice to claims for damages.

9. Intellectual and Industrial Property Rights

The Site, including its design, texts, graphics, interfaces, logos, and trademarks, is the property of Wundart and is protected by intellectual property and copyright laws.

Any reproduction, distribution, alteration, or transformation is prohibited.

Copyright and intellectual property rights for the Products belong to their rightful owners.

Images created, produced, or modified by Wundart remain exclusive property of Wundart and may be used for promotion or other purposes without restriction.

If a user believes the Site contains material infringing copyright, they may request removal by sending an email including:

1. their name, address, phone number, and email
2. description of the copyrighted work
3. location of the alleged infringement
4. statement confirming the accuracy of the claim

Wundart will investigate and take appropriate action.

Use of the Site does not grant any license or authorization to use trademarks, content, images, or other copyrighted materials.

Commercial use of the Site is strictly prohibited.

Downloading or saving Site content is also prohibited.

10. Legal Warranty

Products are sold “as is.”

Wundart will carefully describe Products and set prices but remains available for additional information and pre- and post-sale assistance.

Some Products may not be new, as specified in the Site description.

Wundart does not guarantee:

- merchantability
- suitability for a particular purpose
- rarity or historical importance

For EU consumers, the legal guarantee of conformity applies under Articles 128 et seq. of the Italian Consumer Code.

Complaints must be submitted within 7 days by registered letter or PEC to:

wundart@pec.net

Complaints must include photographic evidence of the damage.

11. Communications

Communications to Wundart must be sent via:

- registered letter
- certified email (PEC)

- email to the indicated address

Wundart may communicate with Customers via email.

12. Applicable Law and Jurisdiction

The sales contract is concluded in Italy and governed by Italian law, particularly the Italian Consumer Code (Legislative Decree 206/2005).

For disputes:

- if the Customer is a consumer, jurisdiction is the court of their place of residence in Italy
- in all other cases, jurisdiction is exclusively the Court of Milan

13. Force Majeure

In cases of force majeure or unforeseen circumstances, Article 1218 of the Italian Civil Code applies.

Wundart will contact the Customer to find an amicable solution.

14. Right of Withdrawal

Under EU consumer protection law and the Italian Consumer Code, EU consumers have the right to withdraw from the contract within 14 days of receiving the Products.

Withdrawal must be exercised by:

- registered letter to

Wundart di Enrico Pescarolo & C. sas

Via Vittor Pisani 14

20124 Milan

or

- PEC to wundart@pec.net

within 14 days of receiving the Product.

Return conditions:

1. return shipping costs are borne by the Customer
2. the right of withdrawal applies only to the entire product
3. the product must be returned intact in original packaging
4. shipping risk remains with the Customer until received by Wundart
5. if damaged during transport, the Customer must claim against the carrier
6. the product will be inspected upon return

The right of withdrawal does not apply to:

- customized goods
- digital content once delivery has begun

Refunds will be issued within 30 days after the return of the goods, excluding shipping costs.

Refunds may be issued via:

- credit card reversal
- bank transfer

The right of withdrawal becomes void if the product:

- has been used
- lacks original packaging
- is damaged.

If withdrawal is invalid, the goods remain at Wundart's premises for Customer pickup.

EU Online Dispute Resolution (ODR)

Consumers residing in the European Union may resolve disputes via the EU ODR platform:

<https://webgate.ec.europa.eu/odr/>

Under Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that they have read and expressly accept the following clauses:

1 / 4 / 5 / 6 / 7 / 8 / 10 / 12 / 13 / 14