



1. Subject

These General Terms (also GT), also found on the website www.undesign.it, regulate the provision of services by Undesign (e.g. branding, analysis, web design, etc....) to the Client, together with the Quotation/Offer approved by the latter (also known jointly as the Parties).

If there are any differences between the terms contained in these GT and those indicated in the Quotation/Offer, the conditions of the latter shall prevail.

The Supplier reserves the right to change the GT at any time, along with the terms and conditions of provision of the services, by sending an email communication to the Client or even by publication on the website www.undesign.it.

The Client acknowledges and accepts that, unless otherwise stated in the Quotation/Offer, the extraordinary maintenance and/or update of the aforementioned products/service are not included in the services offered by the Supplier neither during nor after the delivery of the services and that ordinary maintenance is only included during the delivery of the services and not afterwards.

For services that require an initial creative proposal, the contract includes, unless otherwise indicated in the Quotation/Offer, only one creative proposal.

In carrying out the contractual service, or part of it, the Supplier may obtain collaboration or assistance from third parties, which are considered to be authorised by the Client, without reserve, upon signing these GT and/or the Quotation/Offer.

2. Conclusion of contract and terms.

The contract between the parties is understood to be concluded in the location where the Supplier is based upon receipt by the Supplier of the Quotation/Offer signed for acceptance by the Client and/or the Client's order confirmation.

The assignment indicated in the Quotation/Offer will be carried out by the Supplier within the terms agreed by the Parties. However, those terms are understood to be indicative and liable to changes, unless expressly agreed otherwise in writing. The Supplier will not be liable in any circumstance for any delay in delivering and implementing the services, if this is due to incorrect, incomplete or lack of transmission by the Client of material, by way of example, files, texts, images, videos, documents or any other information required for the useful, correct and full execution of the services under the contract, or attributable to events not ascribable to the Supplier. In these cases, the term of delivery, where scheduled, will be delayed as a result.

In any case, the Parties agree that a reasonable delay in delivering the service of the Supplier, during the execution itself and even in relation to the delivery term, will be tolerated.

The performance of the services is strongly dependent upon the delivery by the Client of all material required by the Supplier, preferably by email or on digital medium.

The work is delivered, depending on the agreed services, upon the delivery of the finished layouts, upon the placement online of a website (if this is under the remit of the Supplier), upon the delivery of the photos, etc...

If no complaints are made by the Client in writing in relation to the work provided within the mandatory period of twenty-four hours from its delivery, the work is considered to be accepted and the Client may no longer make complaints and/or claims of any nature, even on an extrajudicial (meaning mediation, assisted negotiation, arbitration, etc...) and/or judicial basis, except for hidden defects, for which the twenty-four hour period commences from the discovery of the defect by the Client, which is responsible for demonstrating its hidden nature.

3. Excess Interventions

During the provision of the services and/or products, any modifications and/or interventions of any nature, not expressly envisaged in the Quotation/Offer and/or exceeding ordinary maintenance, whether they are of



technical, graphical or consulting nature (such as, by way of example but without limitation: replacement, insertion, addition, modification of: material, images, videos, documents, sounds, texts, hyperlinks; resolution of problems, etc..), will be quoted in a new and separate Quotation/Offer to which these GT will apply, once signed.

For any requests by the Client for excess interventions, the Supplier may also freely vary the agreed delivery terms of the product/service.

4. Fees and payment method

The Client must pay for the service or product as indicated in the Quotation/Offer.

If not otherwise stated in the Quotation/Offer, the payment of the price will be broken down as follows: 1/3 (one-third) by way of advance upon acceptance of the Quotation/Order confirmation; 1/3 (one-third) at the Supplier's request upon receipt of the invoice, 1/3 (one-third) as the balance upon delivery.

Unless otherwise agreed, invoices issued by the Supplier must be paid on sight.

The Supplier must execute the contract only after receiving acceptance of the Quotation/Order Confirmation from the Client, along with payment of the agreed advance. The parties establish that any delay in payment exceeding eight working days from the due date involves the automatic placement in default of the Client, without the obligation for any communication from the Supplier, and the application of default interest at the rate pursuant to Italian Legislative Decree 231/2002 as amended and the legal costs of recovery pursuant to Art. 6 of that decree - quantified in accordance with Italian Ministerial Decrees 55/2014 and 37/2018 - of compensation for damages again pursuant to the cited decree, quantified at Euro 40.00, without prejudice to greater damages.

Any delayed, partial or lack of payment by the Client entitles the Supplier to suspend the performance of the services, even without express communication pursuant to Art. 1460 of the Italian Civil Code, as well as to terminate the contract pursuant to Art. 1456 of the Italian Civil Code.

The prices for performing the service agreed between the parties are indicated in the Quotation/Offer and are expressed in Euros, net of VAT, accessory costs and out-of-pocket expenses.

The prices indicated in the Quotation/Offer apply only to that individual relationship.

The Client is aware that any price indicated in the Quotation/Offer is the result of a reasonable estimate of the services under the contract. Any additional service requested by the Client and accepted by the Supplier, or any additional charge or cost attributable to the latter, along with the excess interventions indicated in Art. 3 and/or the maintenance indicated in point 1 - which are not included - will be calculated separately and paid by the Client upon receipt of the invoice.

5. Duration, withdrawal and termination

The duration of the contract is indicated in the Quotation/Offer.

The Supplier has the right to withdraw freely from the contract at any time, giving notice thereof to the Client, even by email. The withdrawal takes effect after seven days have elapsed from receipt of the Supplier's communication by the Client.

Any lack of execution consequent to the withdrawal by the Supplier will entitle the Client only to the reimbursement of any sums paid for the service not executed; the Supplier is exempt from any other liability towards the Client.

The Supplier also has the right to invoke the termination of the contract pursuant to Art. 1456 of the Italian Civil Code if the Client is subjected to insolvency or bankruptcy proceedings or similar, based upon the regulations in force at the time of the event.

6. Copyright



Unless otherwise agreed in writing between the Parties, the supply indicated by this contract does not involve for the Client any right of ownership, but, rather, the assignment of a right of use, in conformity with the terms indicated here.

Anything produced by the Supplier is owned exclusively by the Supplier and is protected nationally and internationally by copyright and by other intellectual property rights.

Unless otherwise agreed in writing between the Parties, with the contract, the Client acquires ownership of the rights of use for economic and commercial purposes of the services envisaged in the Quotation/Offer.

Irrespective of the possibility of use and exploitation of those rights, the Supplier, in accordance with the provisions of Italian Law no. 633 of 22 April 1941, retains the right to claim at any time ownership of the product created as well as all rights of graphical, creative (photos included) and intellectual nature over the products created via the services performed. The Client acknowledges and accepts that the products created by way of the services performed, whether they are analogue or digital, include the logo and name of Undesign.

Where not otherwise agreed in writing, the concepts, ideas, know-how, techniques, methods, databases, and any other programme in any way related to the services performed, as well as any other right having intellectual and/or creative nature, remain the exclusive property of the Supplier. If the Client needs to make use of other media, designers, data, images or other information developed by the Supplier for the implementation of the assignment under this contract and stored in the Supplier's database, these shall be sent to the Client subject to the payment of a cash fee which will be agreed at the time.

The Client reserves the literary and artistic ownership of the contents supplied by it. The Client authorises the Supplier to use the photographs, videos and any other product/service provided by the Client, for promotional and/or commercial purposes, and consents to the publication of the same or part of them by the Supplier on analogue and digital media and therefore also to their dissemination on social media.

If the assignment granted to the Supplier concerns the creation of professional photographs, the Client undertakes, in respect of copyright regulations, to make reference to the Supplier - or to ensure others make reference to the Supplier - every time these are used.

Unless otherwise agreed in writing between the Parties, by way of this contract, the Supplier assigns to the Client a non-exclusive right to use the creations and/or works described in the Quotation/Offer for the agreed duration.

7. Privacy policy

The data Controller is the Supplier indicated in this contract. The personal data requested and collected during communications between the parties, in respect of the Privacy regulations, Regulation EU 2016/679 as amended: a) are collected and processed electronically and/or mechanically with the aim of: 1. activating and maintaining in relation to the Client the procedures for performing the requested services; 2. maintaining a private archive of clients; 3. maintaining a public archive of works (which may demonstrate: images of the works, Client's company name, Client's web address); c) are necessary to provide the requested products/services; d) if not provided will prevent the requested service from being performed; e) are processed by the Supplier's officers in relation to the requested service; f) may be communicated to third parties delegated to perform the necessary activities only to execute the signed contract but will not be transferred, sold or bartered in any other way; 4) to update the Client on products and services of the Supplier via periodic commercial and/or promotional communications.

8. Obligations of the Client, forfeiture and limitation

The Client guarantees that it is the legitimate holder of the rights of ownership and/or licence and/or use of the contents and/or materials (photos, texts, data, trademarks, software, logos, etc..) made available to the



Supplier by the Client itself, which assumes all liability in relation to the same, even towards third parties, with specific but not sole regard to the rules on the protection of minors, protection of personal data, copyright, patents and trademarks or other rights of the individual and/or intellectual or industrial property rights, and in any case in respect of existing Italian and/or European and/or international regulations.

The Client undertakes to check all the material provided to the Supplier, along with the contents, spelling correctness and graphical quality of that material. The Supplier shall not, therefore, be required to check that material. In particular, the Supplier may not be held liable in any way for the presence of any errors in the material sent by the Client and used to implement the assignment or where that material infringes one or more Italian and/or European and/or international rules.

The Client hereby undertakes to indemnify and hold harmless in full the Supplier from any prejudicial consequence, direct and/or indirect, financial or otherwise, caused to it from claims, even judicial, of third parties due to behaviours ascribable, even through fault, lack of monitoring or supervision and/or for objective liability, to the Client and/or its employees and/or collaborators of any nature (merely by way of example: damage to image rights, personal data protection breaches, violations of personal rights, industrial and intellectual property, competition, or violation of any other Italian and/or European and/or international provision, etc..).

The Client exonerates the Supplier from any liability related to the lack of adjustments on the material supplied which become obligatory in accordance with national, European and international regulations, thereby meaning that it is the Client's responsibility to keep itself informed and to comply with the necessary and/or required legal fulfilments

The Supplier does not guarantee to the Client revenues deriving from the use of the subject of the contract; the subject of the contract is the mere performance of the services described in the Quotation/Offer.

In addition, the Supplier is only liable, in relation to the subject of the contract, in cases of wilful intent or gross negligence and only where the Client's written dispute is received by the Supplier within the limitation period of fifteen days from the discovery.

9. Court with jurisdiction and applicable law

Any dispute that may arise between the Parties in relation to the interpretation and/or execution of the contract will be dealt with exclusively by the Court of Turin. Italy has exclusive jurisdiction in relation to the contract and to any dispute concerning the same.

10. Final clauses

Any ineffectiveness of any of the clauses does not affect the validity of the entire contract.