

Terms and conditions

The MAX&Co. website is composed of two different URLs:

- one dedicated to the corporate site, brand.maxandco.com, managed by Manifatture del Nord, Capital EUR 9.850.505,00, fully paid-in Sole Shareholder Company, Max Mara Group, Registered Office in Via Mazzacurati 6 - C.P. n° 20 San Maurizio, 42122, Reggio Emilia, Italy, Tel. +39 0522-3581, Fax +39 0522-550018, Economic Administrative Repertoire: Reggio Emilia No. 182469 - Reggio Emilia Company Register, Tax Code and VAT no. 01397590355, N. Mecc. RE 004510, hereinafter, "Manifatture del Nord"

- one dedicated to the e-commerce website maxandco.com, managed by Diffusione Tessile S.r.l. Unipersonale, Sole Shareholder Company, Max Mara Group, Registered Office in Via Santi 8, 42025, Cavriago (Reggio Emilia), Italy, Tel. +39 0522 494611, Fax +39 0522 944385, Economic Administrative Repertoire: Reggio Emilia No.156506, Reggio Emilia Company Register, Tax Code and VAT No. 01044120358, EU VAT No. IT01044120358, Capital EUR 2,500,000, fully paid-in, hereinafter, "Diffusione Tessile", which oversees all the operations set forth below by way of example, not intended as a comprehensive list, relating to online sales of MAX&Co. brand products in Italy: order management, from the sale to delivery of the products, management of returns, warranties, payments and billing.

TERMS AND CONDITIONS OF SALE

MAX&Co. products are distributed on-line in Italy by Diffusione Tessile. At the URL maxandco.com, you can access MAX&Co.'s only official Italian online shop, where you can purchase MAX&Co. products and have them delivered wherever you wish.

This system, which requires active interaction from you, the Customer, was designed in full compliance with the regulations concerning remote sales and, specifically, Article 50 *et. seq.* of the Consumer Code (Italian Legislative Decree no. 206 of 6 September 2005 and subsequent amendments and additions). The use of the remote sales process described in these general terms and conditions of sale is exclusively reserved for consumers, as defined by Article 3 of Italian Legislative Decree no. 206 of 6 September 2005, and only for consumers resident in Italy (hereinafter, in brief, the "Customer" or "Customers").

1. Scope of application

These general terms and conditions of sale apply to all remote sales of MAX&Co. products through the website maxandco.com. Customers must carefully read these general terms and conditions for remote sales before completing the procedure for remote purchase of products indicated above. Should you place an order through the website maxandco.com, this shall imply your full and absolute awareness of these general terms and conditions of sale and your full acceptance thereof: on placing an order through the website maxandco.com, you, the Customer, unconditionally accept and undertake to comply with these general terms and conditions of sale in your interactions with Diffusione Tessile, as well as the terms of payment set forth below, and you declare that you have viewed and accept all the information provided to you, and also acknowledge that Diffusione Tessile shall not be bound to terms and conditions other than these herein, unless agreed in advance in writing. These general terms and conditions of sale shall be considered applicable and in force as long as they are published on the website maxandco.com. Should Diffusione Tessile amend the general terms and conditions of sale in question, this shall be announced on the website and the new general terms and conditions of sale shall be applicable exclusively to orders placed from the day of their publication.

2. Identification of the seller

Diffusione Tessile S.r.l., Sole Shareholder Company, Max Mara Group, Registered Office in Via Santi 8, 42025, Cavriago (Reggio Emilia), Italy, Tel. +39 0522-494611, Fax +39 0522-944385 info@maxandco.com, Economic Administrative Repertoire: Reggio Emilia No.156506, Reggio Emilia

Company Register, Tax Code and VAT No. 01044120358, EU VAT No. IT01044120358, Capital EUR 2,500,000, fully paid-in, on-line distributor of MAX&Co. products for the Italian market.

Holder of the right to use the domain maxandco.com

Manifatture del Nord, Capital EUR 9.850.505,00, fully paid-in Sole Shareholder Company, Max Mara Group, Registered Office in Via Mazzacurati 6 - C.P. n° 20 San Maurizio, 42122, Reggio Emilia, Italy, Tel. +39 0522-3581, Fax +39 0522-550018, Economic Administrative Repertoire: Reggio Emilia No. 182469 - Reggio Emilia Company Register, Tax Code and VAT no. 01397590355, N. Mecc. RE 004510

3. Product information

Information relating to the MAX&Co. products which may be sold on-line using the website maxandco.com is provided in compliance with applicable laws and, specifically, Articles 52 and 53 of the Consumer Code.

4. Ordering products

Orders can be placed through the website maxandco.com by clicking on the picture of any product on the site and then following the steps and instructions specified on the site. Individual orders cannot exceed a total of EUR 10,000. Once payment has been received from you, the Customer, Diffusione Tessile shall immediately notify you that it has accepted your order, reserving the right to notify you, within the following 10 days, should it be impossible to fill said order due to the fact that the products are sold out, if there are insufficient guarantees of solvency, if the order does not match with normal consumer needs (a requirement which is applied both to the number of products purchased as part of a single order and to multiple orders for the same product, even if each order includes a quantity of products that match with normal consumer needs), or due to force majeure.

5. Product prices

The product prices published on the website refer to individual items of clothing, expressed in Euro, including VAT. Diffusione Tessile shall take care of the payment of all shipping taxes, duties, charges and/or costs. In compliance with the provisions of Article 53 of the Consumer Code, at the time your order is accepted, pursuant to Article 4) above, you shall receive written confirmation containing the information on the products ordered, the amount paid, the breakdown of the price of each product, as well as the information on the existence of the right of withdrawal, timeframes and methods for returning the goods, the physical address of the Diffusione Tessile headquarters and the information on customer care and any valid commercial warranties.

6. Terms of payment

Customers may pay exclusively using credit cards or an active PayPal account. The following credit cards are accepted:

- Visa/Visa Electron;
- MasterCard;
- American Express;
- Maestro International.

The total amount of the order is charged to your credit card or PayPal account at the time the order is sent to Diffusione Tessile (when you click on "Buy Now"). At that time, Diffusione Tessile accepts the order, pursuant to Art. 4, and begins to prepare the products for shipping. In order to prevent Internet fraud, payments made through the website maxandco.com are managed on the internet by the bank that manages your credit card, using the tools provided by Cybersource and PayPal. Cybersource, PayPal and their respective affiliates are responsible for storing and automatically processing in a protected environment the information relating to each order, including the details of the credit card used.

To pay for the products:

- for payment via credit card, you must confirm, via the website maxandco.com, the details of the holder of the credit card used for the purchase, i.e., enter the 16-digit card number, the expiration date and the security code on the website;
- for payment using a PayPal account, you must enter your username and password in the specific

fields on the PayPal page you are automatically directed to, to then complete the payment following the procedures indicated by the service provider.

During your purchase, MAX&Co. will store a recognition code combined with your, the Customer's, PayPal account, authorising exclusive use for future purchases or for the exchange of goods already purchased, so that the re-entry of your data is not required to access your PayPal account.

You can revoke this authorisation at any time via your personal MAX&Co. space, or by written request to Customer Care (customerservice@maxandco.it), or directly via your PayPal account. PayPal may ask you to re-enter your access information, should there be suspicion of unauthorised activity related to the use of your PayPal account.

The order procedure shall effectively be considered concluded on completion of the payment transaction, once you are redirected to the page of the maxandco.com site displaying the confirmation that the order has been accepted.

In the event that it is impossible to carry out the charge as a result of you making a mistake in entering the data or due to other technical causes which the payment service provider shall inform you of, you shall not be able to complete the "order confirmation" procedure. If you decide to leave the payment page using the methods indicated by the service provider, you will be redirected to a page of the website diffusionetessile.com which displays a message stating that it is impossible to confirm the order.

7. Delivery

Products shall be delivered exclusively in Italy, to the address you have provided, only following regular payment of the order forwarded to Diffusione Tessile. You cannot request the delivery of products to post office boxes and/or similar addresses. In compliance with the provisions of Article 54 of the Consumer Code, Diffusione Tessile will deliver the products in no later than 30 days from the day on which you send the order. If it is not possible to contact the recipient or another person authorised to accept the shipment at the time of the attempt at delivery, the courier shall issue a notice card with the details of the attempt at delivery made and the codes and contact details to be used to schedule delivery at a later time with the courier. Unless the courier receives instructions otherwise from the Customer, it shall make another two attempts at delivery. If such attempts are unsuccessful, the shipment will be stored for 5 days. From the time the shipment is put into storage, Diffusione Tessile will contact the Customer using the contact details provided on purchase, in order to report and solve the problems which have arisen. If no answer is received or it is impossible to agree on a delivery within the above term of 5 days, the order will be returned to the warehouse, you will be notified of this by email and your payment will be refunded.

In the additional event that the product(s) is/are not delivered to you, the Customer, within 4 working days following the date of shipment, as notified to you by Diffusione Tessile, and it has proven impossible to track the location of the goods using the online system that will be made available to you, you must notify Diffusione Tessile of the non-delivery of the product(s) using the "Contact us" page in the Customer Care section of the website maxandco.com. Diffusione Tessile undertakes to provide a new shipment of the lost product(s) within 48 (forty-eight) hours following the notification, unless the products are no longer available or save for force majeure, in which case, the order will be cancelled and the amount reserved for payment will be refunded.

8. Shipping costs

Shipping is free for all items that can be purchased on maxandco.com.

9. Returns

Following the procedure set forth in the "Returns and refunds" section of the FAQ, you can always return an item purchased from the website maxandco.com, free of charge, with no shipping costs, provided that the product is perfectly intact and in the same condition as you received it (see paragraph 9.2 below), and the related return period has not ended (see paragraph 9.3). After you have completed the above procedure, you will receive an email confirming the acceptance of the return, containing the Tracking Number for the prepaid UPS pick up request, the link to the page of the UPS website where you can track your shipment, and the attached transport document. From the time you receive the

confirmation email, you, the Customer, have an additional 14 days to hand over the return to the courier. You can schedule the day and time you prefer for pick up directly with UPS (as per the instructions below). You will have the option to renew the request for pick up only within the period as defined in paragraph 9.3. Note that when the return is picked up, you will be asked for the print out of the transport document attached to the confirmation email you received. Thanks to the free return service of maxandco.com, Customers can be certain they will be refunded in the event the shipment is stolen or lost. You should always save the original packaging, which is indispensable for the subsequent acceptance of the return by MAX&Co.'s quality control department. Note that we can only refund products that are returned in conditions that comply with the rules regarding intact items (see paragraph 9.2 below). Our staff will thus carry out the necessary quality checks on the items returned, during the working days following the date the returned items were delivered to our offices. Following these checks, the Customer will receive an email confirming their outcome. The crediting of the amount due for all items received in correct condition will then be immediately ordered. If one or more items do not pass the checks, you will be immediately notified of this, and the equivalent amount will not be refunded. MAX&Co. will hold the items deemed not to be in correct conditions and you, the Customer, can order the delivery of these items at your expense. For any doubts, contact our Customer Care, or customer service on the UPS Italy website or at +39 0230 303039.

9.1 Returns using couriers other than UPS

You can return items using a courier other than UPS. In that case, however, the shipping costs will be fully charged to you. Once you have checked that the products you intend to return are in the same conditions in which they were received (see paragraph 9.2 below), simply contact Customer Care using the link "Contact us" in the Customer Care section of the website maxandco.com to request authorisation of the return. You must have the details of the order confirmation ready, as the Customer Care operator will request them. If your request falls within the return period for the items, in a short time you will receive an email authorising the return. The body of the email will include all the details of the recipient. From that moment, you will have 14 days to deliver the returned goods to the courier. We recommend keeping the original packaging because it will be useful in preparing the package containing the items that have been authorised for return. We also suggest that you use a shipping method that provides tracking. Note that if you use a shipping service of your choice, you will bear the shipping costs and liability for the delivery. If you wish to use the free return service, follow the return procedure for registered users. Diffusione Tessile will refund only products that are returned in conditions that comply with the rules regarding intact items. The necessary quality checks will then be carried out on the items returned within the return period, after which the Customer will receive an email confirming the outcome of the checks. The crediting of the amount due for all items received in correct condition will then be immediately ordered. If one or more items do not pass the checks, you will be immediately notified of this, and the equivalent amount will not be refunded. MAX&Co. will hold the items deemed not to be in correct conditions and you, the Customer, can order the delivery of these items at your expense. For any doubts, please contact Customer Care.

9.2 Intact product requirements for return

maxandco.com undertakes to offer a shopping experience that always meets your needs. However, we know that sometimes you might need to return items you have purchased. You can return an item purchased on maxandco.com only if it is in the same conditions in which you received it. The checks you must carry out to ensure that the item is in intact condition in order to permit its return are listed below. You must make sure that:

- the item has not been used or damaged when trying it on;
- the item has not been dirtied or washed;
- all of the original hang tags, labels and finishings are still attached to the item;
- the item has not been changed in any way.

In particular, we specify that all types of items which you receive in their original boxes (for example, shoes or small accessories) must be returned in their original packaging, which is considered an integral part of the item.

9.3 Return period

To return an item purchased on maxandco.com, a return request must be made no later than 14 calendar days from the day the order was received, and deliver the shipment to UPS in the 14 following days, according to the procedure set forth in the return methods. If you wish to autonomously deliver the items you intend to return, you must immediately notify the Customer Care (via the link "Contact us", in the Customer Care section of the website maxandco.com). In that case, the items must be delivered to the address indicated therein no later than 14 calendar days from the return request.

9.4 Refund

When an item is returned, staff must first verify that it has not been used or damaged (in this regard, please read the intact product requirements for return under paragraph 9.2). You shall then receive an email confirming that your return has been accepted, indicating the period governed by the terms of law in which the relevant amount will be credited using the payment method selected on ordering. If the amount refunded is incorrect, please contact Customer Care for a quick resolution of the problem.

9.5 Items not ordered, damaged or non-compliant with the order

Please note that maxandco.com subjects its items and the materials used for packaging to strict quality controls, guaranteeing that they are in perfect condition when sold. In addition, to provide greater protection of users purchasing remotely, each individual item shipped by maxandco.com is checked prior to shipment. maxandco.com adopts the highest standards of photography, so that the colours of the items shown match the actual appearance of the items as much as possible. However, we cannot always guarantee that what appears on your monitor perfectly matches the actual appearance. If the colour of the item received does not match your expectations at the time of ordering, you may return in within the return period (14 calendar days from the delivery of the order to notify your request for return and 14 calendar days following the request to deliver the return to UPS or have the return delivered to the delivery address via another courier), following the return procedure set forth in the "Returns and refunds" section of the FAQ. If you have received a damaged item or an item that you did not order, we sincerely apologise and suggest that you request the immediate return of the items using the "Return" button next to the photo of the product in the "My Orders" section of your My Account personal area, specifying the reason for your request. We shall bear all the shipping costs for the return. If there is evidence that the product was damaged during shipment, please contact our Customer Care no later than 48 hours following delivery, using the "Contact us" link in the Customer Care section of maxandco.com. Diffusione Tessile shall provide a refund for any product sold which was damaged during shipment by its shipping agent, provided that:

- you notify us in writing of the damage, using the "Contact us" page in the "Customer Care" section of the website maxandco.com, no later than 48 (forty-eight) hours following the date of delivery, (pursuant to Art. 7 above);

- you provide Diffusione Tessile with the product in question, along with its original packaging;

- the numbered quality control sticker on the product is intact and has not been removed, and is as it was placed on the item during the quality control prior to shipment.

If even one of the above conditions is not complied with, Diffusione Tessile will not credit the amount paid, nor will it replace the product in question which, in that case, will be immediately made available to you, the Customer, to be picked up at your expense. In that case, Diffusione Tessile will notify you via email of its rejection of the return, indicating the place where the item can be picked up.

Lastly, we inform you that requests to have purchased items tailored will in no case be granted. Likewise, no costs will be reimbursed for the independent tailoring or adjustment of purchased items, which will remain entirely at the customer's own expense. In the event of a defective item, the customer is invited to contact Customer Service as soon as possible within the product's return period, for any applicable action regarding this matter.

10. Right to returns and refunds

You, the Customer, can exercise your right of return as per Article 64 of the Consumer Code. It is in the interest of Diffusione Tessile that the customer be able to exercise the right of return under the best possible conditions. The customer can exercise the right of return within 14 (fourteen) successive

calendar days following the order's date of delivery, as certified by the courier and indicated on maxandco.com site, where the conditions and actions necessary to exercise this right, as well as the time constraints, methods and eventual transaction costs of restitution are also presented. The Customer will therefore, no later than 14 (fourteen) successive calendar days after the above return request, return the products in the same condition as they were at the time of delivery, according to the conditions presented on the site maxandco.com within the "Terms of integrity" section. The refund must be considered when:

- the articles being returned have been delivered to the courier, in the event that the customer has decided to make use of the collection method arranged by Diffusione Tessile;

- the articles being returned to have been delivered to Diffusione Tessile at the address and within the time communicated to the Customer, in the event the Customer decides to organise the return autonomously.

In the event that the return meets the above conditions, reimbursement of the value of the returned product, equal to its purchase price, will be credited to the Customer within 14 (fourteen) calendar days from the date on which Diffusione Tessile became aware of the return request. The Customer having followed the return procedures is entitled to a refund of the price paid, either credited to the credit card or PayPal account used to make the payment. In any case it is understood that, in accordance with Article 67 of the Consumer Code (Italian Legislative Decree no. 206 of 6 September 2005), the integrity of the product is an essential condition for exercising the right of return by the Customer. Therefore, if the goods returned by the Customer are damaged, incomplete, worn out and/or used in a manner inconsistent with reasonable diligence, so much as to compromise the product's integrity, a refund will not be provided.

11. Conformity – Warranty

As regards the warranties of conformity of the products purchase, the legal warranties envisaged by law shall also apply to the sale of Diffusione Tessile products regulated by these general terms and conditions. Thus, the articles of law concerning the Customer's rights in relation to Diffusione Tessile in the event of non-conformity of the products delivered and the methods for exercising those rights are set forth below:

“Article 129 of the Consumer Code:

1. The seller shall deliver goods to the consumer which conform to the contract of sale.
2. Consumer goods are presumed to conform to the contract if, where applicable, the following requirements are all met: a) they are fit for the purposes for which goods of the same type are normally used; b) they comply with the description given by the seller and possess the qualities of goods that the seller has shown to the consumer as a sample or model; c) they show the quality and performance which are normal for goods of the same type, which the consumer can reasonably expect, given the nature of the goods and, if necessary, the public statements on the specific characteristics of the goods made about them by the seller, the manufacturer or its agent or representative, specifically in advertising or on labelling; and d) they are also fit for any particular purpose for which the consumer requires them, of which the consumer informed the seller at the time of conclusion of the contract, which the seller accepted, also implicitly.
3. There is no lack of conformity if, at the time the contract was concluded, the consumer was aware of the lack of conformity or could not reasonably be unaware of the lack of conformity or, if the lack of conformity has its origin in instructions or materials provided by the consumer.
4. The seller shall not be bound by the public statements pursuant to paragraph 2 subparagraph c), when it demonstrates even one of the following: a) it was not, and could not reasonably have been, aware of the statement; b) by the time the contract was concluded the statement had been suitably corrected in such a way that the consumer was aware of it; or c) the decision to buy the consumer goods was not influenced by the statement.
5. Any lack of conformity resulting from incorrect installation of consumer goods shall be treated in the

same manner as a lack of conformity of the goods if the installation is included in the contract of sale and was carried out by the seller or under its responsibility. This shall apply also if the product, intended to be installed by the consumer, is incorrectly installed by the consumer due to a shortcoming in the installation instructions.”

“Article 130 of the Consumer Code:

1. The seller shall be liable to the consumer for any lack of conformity which exists at the time the goods are delivered.
2. In the event of a lack of conformity, the consumer shall be entitled to have the conformity of the goods restored, at no cost, through repair or replacement of the goods, in accordance with paragraphs 3, 4, 5 and 6, or to receive an appropriate reduction in price or termination of the contract, in accordance with paragraphs 7, 8 and 9.
3. At his or her discretion, the consumer may request that the seller repair or replace the goods, free of charge in either case, unless the remedy requested is objectively impossible or disproportionate to the other.
4. For the purposes of paragraph 3, one of the remedies shall be considered disproportionate if it imposes unreasonable costs on the seller in comparison to the other remedy, taking into account: a) the value the goods would have if there were no lack of conformity; b) the significance of the lack of conformity; and c) whether the alternative remedy could be carried out without significant inconvenience to the consumer.
5. The repairs or replacements shall be completed within a reasonable amount of time from the request, and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer purchased the goods.
6. The costs pursuant to in paragraphs 2 and 3 refer to costs that are essential to ensure the conformity of the goods, specifically with regard to the costs incurred for shipping, labour and materials.
7. At his/her discretion, the consumer may demand a suitable reduction in price or the termination of the contract where one of the following situations occurs: a) repair or replacement is impossible or disproportionate; b) the seller has not carried out the repair or replacement of the goods within a reasonable time pursuant to paragraph 6; or c) the replacement or repair carried out previously caused significant inconvenience to the consumer.
8. In determining the amount of the reduction or the amount to be refunded, the use of the goods is taken into account.
9. After reporting the lack of conformity, the seller may offer the consumer any other available remedy, with the following effects: a) if the consumer has already requested a specific remedy, the seller is obliged to implement it, with the necessary consequences in relation to the start of the reasonable frame of time pursuant to paragraph 6, unless the consumer accepts an alternative remedy proposed; b) if the consumer has not already requested a specific remedy, he/she shall accept the offer or reject it by choosing another remedy pursuant to this Article.
10. If the lack of conformity is of only minor importance, for which it was not possible or is disproportionate to carry out the remedies of repair or replacement, this shall not give rise to the right to terminate the contract.”

“Article 132 of the Consumer Code:

1. The seller shall be held liable under Article 130 where the lack of conformity becomes apparent within two years from the delivery of the goods.
2. The consumer shall lose the rights provided in Article 130, paragraph 2 if he/she fails to report the lack of conformity to the seller by no later than two months from the date the consumer discovered it.

The report shall not be required if the seller has acknowledged the existence of the defect or has concealed it.

3. Except where proven otherwise, it shall be assumed that the defects in conformity arising within six months from the date of delivery of the goods already existed at that date, unless this assumption is incompatible with the nature of the goods or the nature of the lack of conformity.

4. Actions intended to enforce the claim of defects which are not negligently hidden by the seller shall in any event lapse after twenty-six months from the delivery of the goods. Consumers who have been summoned for the performance of the contract may, in any event, enforce their rights pursuant to Article 130, paragraph 2, provided that the lack of conformity was reported within two months from discovery, prior to the expiration of the term referred to in the foregoing sentence."

If you encounter any lack of conformity, you must notify Diffusione Tessile of this using the procedures regulated on the website maxandco.com, which also sets out the required conditions and actions to request a refund, the procedures and any costs of the return.

12. Complaints - Notifications - Information

For any information, or to lodge a complaint, or for any notification relating to the general terms and conditions of remote sale, orders and/or MAX&Co. products, you may contact Customer Care via the "Contact us" link in the Customer Care section of the website maxandco.com.

1. The Customer may contact our Customer Care department free of charge via email using the appropriate form, or by telephone at the number indicated from Monday to Friday.

Should the Customer decide to use any other means of communication (e.g. post, fax, toll telephone number assigned to Diffusione Tessile, etc.), any expenses incurred will not be reimbursed by Diffusione Tessile.

13. Provisions concerning privacy and the protection of personal data

Diffusione Tessile is the controller of the database containing the personal data of its Customers. When a new Customer places an order using the website maxandco.com, said database is updated with each new Customer's data. Subsequently, this allows the company to better meet Customers' needs and facilitate the support guaranteed by Customer Care and the website maxandco.com. Data are collected and processed in compliance with the consolidated provisions of Italian Legislative Decree no. 196 of 30 June 2003 ("Privacy Code"). In any event, Customers have the right to obtain confirmation of whether their personal data exists, even if such data have not yet been recorded, and the communication of such data in intelligible form, the right to obtain the updating, correction, elimination of their personal data, the right to object to the processing of their personal data in the cases envisaged in Art. 7 of the Privacy Code and the other rights established by the Privacy Code, through written notice to be sent to Diffusione Tessile. As regards the processing of your personal data by Diffusione Tessile for the sale of MAX&Co. products via the website maxandco.com, please read the privacy disclosure which sets out the purposes of processing and/or communication, whose contents are published in the "Privacy" section of the website maxandco.com.

14. Force majeure

The execution of the performance by Diffusione Tessile may be suspended in the event of the occurrence of fortuitous event or force majeure which prevents or delays the execution thereof. As an example, but without limitation, wars, riots, insurrections, strikes and procurement problems of Diffusione Tessile attributable to third party suppliers shall be considered force majeure or fortuitous events. Diffusione Tessile shall inform you in the event of an occurrence of a fortuitous event or force majeure within 7 (seven) days from the occurrence thereof. If the suspension of the performance should exceed a period of 15 days, you will have the option of cancelling your order and you will be refunded any amounts already paid.

15. Applicable law and jurisdiction

These general terms and conditions of sale are governed by Italian law. In the event of disputes deriving from the interpretation, validity and/or execution of these general terms and conditions of sale,

you have the right to protect your interests via a consumer association in the forms set forth in Art. of the 140 of the Consumer Code, or to initiate out-of-court settlement procedure for the resolution of consumer disputes pursuant to Art. 141 of the Consumer Code. In any event, you shall have the right to take ordinary civil action to resolve disputes deriving from the interpretation, validity and/or execution of these general terms and conditions of sale. In that case, the court in the place where the consumer's residence or domicile is located shall have exclusive geographical jurisdiction.

PRIVACY DISCLOSURE

Disclosure on the processing of personal data
(Art. 13 of Italian Legislative Decree no. 196 of 30 June 2003)

Manifatture del Nord, the controller of the data, however provided (at the point(s) of sale, through on-line sign up/registration forms, etc.) concerning users reading this disclosure, hereby informs you that such data shall be processed in accordance with the legal provisions set forth in the Privacy Law, Italian Legislative Decree no. 196 of 30 June 2003, for the following purposes:

- 1) invitations to events, newsletters, notifications of sales and promotional initiatives, the transmission of advertising material and any other promotional or sales initiative;
- 2) competitions and/or contests;
- 3) market research and any other marketing studies (conducted directly or through specialised companies).

The data shall be processed using electronic and/or manual media, according to procedures in line with the purposes indicated above which, in any event, shall guarantee the security of such data.

Provision of your data is optional. However, if such data is not provided or partially provided, it will be impossible to pursue the purposes set forth in points 1, 2 and 3.

The data shall be stored and processed in compliance with the procedures set forth in Italian Legislative Decree no. 196 of 30 June 2003, adopting all the required minimum security measures.

Your data may be communicated to shopping agencies, telephone companies, publishing companies, advertising agencies, companies specialising in marketing analysis and/or that conduct market research, companies providing promotion management services, including competitions and/or contests, other points of sale, including on-line shops, to all the commercial chains belonging to the brands that distribute Max Mara Group products, consultants and agents, and to companies that supply the products you purchase. Your data may also be divulged via internet in the event that you are the winner of competitions and/or contests.

You, as a data subject, have the right, at any time, to obtain confirmation of whether your data exists and to know the content and source of such data, verify the accuracy of such data or request supplementation or updating or correction of the data (Art. 7 of Italian Legislative Decree no. 196 of 30 June 2003).

Pursuant to said article, data subjects have the right to request the deletion, transformation into anonymous form or blocking of data processed unlawfully, as well as to object, on legitimate grounds, to the processing of such data.

The rights pursuant to Article 7 of Italian Legislative Decree no. 196 of 30 June 2003 may be exercised by the data subjects at any time by contacting the data controllers, which are the point of sale where you provided your data or, in any event, the company Manifatture del Nord.