

General Conditions of sale ("Conditions")

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1. *First of all: who are we and what do we do*

RMMusic S.r.l. ("RMM"), among other activities, manages the record label "Riccardo Muti Music Records" and markets through its online store at the website riccardomutimusic.com ("Website") (i) recordings of musical exhibitions and performances of the Maestro Riccardo Muti ("Maestro") available in audio and video formats (such as, CD, DVD, vinyl/LP) and video recordings of musical exhibitions and performances of the Maestro using on-demand streaming services ("Streaming") as well as (ii) books, publications and gift ideas. For convenience, all goods that are tangible (such as, CD, books and gift ideas) are hereinafter defined as "Products" and so differentiated from the Streaming contents.

2. *What's the purpose of these Conditions you are reading?*

We don't like complexity, we thus formulated these Conditions in the form of question and answer, believing that this is the most understandable, quick and simple way. In compliance with the Italian Legislative Decree No.206/2005 ("Consumer Code"), the Conditions govern the contractual relationships between RMM and consumers ("Consumers"), arising from the purchase of the Products and/or the activation of the Streaming service ("Contract").

3. *Other documents we suggest you to read*

In general, regarding the rules of conduct on the Website and in order to acknowledge the rights of RMM, we ask you to read the Warnings page. Concerning your personal data and the so-called cookies, you can refer to the Privacy policy of RMM and to the Cookie policy.

4. *How to purchase the Products*

Products can be purchased following the instructions indicated in the Website, from the selection until the sending of the order and the payment, according to the chosen mean of payment. We remind you to properly enter all data provided for billing and shipping. At this stage, your order is a mere proposal; it becomes a Contract only **when RMM has sent to your email address the order confirmation**: please read it carefully, because you will find in it the summary of the order and other information concerning the delivery as well as the link to the downloadable version of these Conditions and to the Privacy policy.



5. *What happens after you make your order of the Products: order confirmation, shipping and delivery*

Before delivering the Products by our trusted courier, we verify that the payment has been credited in our account. That's why, if you pay by wire transfer, instead of credit card, the delivery may take some extra days. The delivery time in Italy is 1-2 business days after ship day (3 days to islands), with the exception of the periods with particular congestion (such as Christmas period) when the delivery time may be longer. The delivery times of international deliveries may vary and, in this regard, you will receive further information by the courier. Please be aware that, in any case, such **delivery time frames are to be considered merely indicative**. It may also happen, but very rarely, that, notwithstanding the confirmation of the order, some or all of the Products are not available; in this case, we shall communicate it and refund the price of the non-available Products, if you have already paid.

6. *What is Streaming?*

Through the Streaming service, RMM grants to Consumers a **license for private and personal use only, for a period of time potentially unlimited, to stream video recordings of rehearsals, concerts and exhibitions of the Maestro** ("Digital contents" or, individually, "Digital content"). Before the activation of the Streaming service, please check that your Internet connection can withstand this service; then you can register on the Website by creating an "Account" and obtaining the license for any Digital content of your interest, following the instructions indicated in the Website, similar to those provided for the purchase of Products. We inform you that, because you are immediately allowed to access the Digital contents as soon as we receive the payment, **you agree to waive the right of withdrawal and, therefore, you are not allowed to exercise such right with reference to the Digital contents**.

7. *What you should know about Streaming: warnings and prohibitions*

RMM makes the Digital contents available through the Vimeo™ streaming platform ("Provider") – that RMM is entitled to replace at any time with another platform that offers similar or higher reliability. Notwithstanding the Provider chosen by RMM is one of the major players in the world for security and reliability on the market of video sharing, **RMM cannot warrant that the Streaming would never have interruptions or malfunctions/degraded performances, for which any liability of RMM is expressly excluded**. The exploitation of the Digital contents chosen may cease for reasons connected to RMM business needs that may lead RMM to interrupt the service, granting the Consumer a prior appropriate notice, without the Consumer having right to any reimbursement. The Digital contents are subject to specific rules: please remind that you are not allowed (i) to register the Digital contents, in whole or in part; (ii) to use the Streaming service for commercial purposes or for public broadcasting, reproduction or distribution of Digital contents by any means; and, in any case (iii) to communicate to the public and/or distribute the Digital contents in any form and way. In case even one of the abovementioned situations occurs, RMM reserves the right to lock your Account, block your access to Digital contents and terminate the license.

8. *When and how you are entitled to exercise the right of withdrawal: be aware of the exceptions!*

If you are a consumer you may regret your purchase and thus exercise the right of withdrawal ("Withdrawal"), by sending to RMM an email to the account management@riccardomutimusic.com, within 14 (fourteen) days from receipt of the Products; to this purpose, you may also fill in the online form. But be aware: **you are not entitled to Withdrawal (i) if you have unsealed the package containing the Products, such as CD, DVD and vinyl/LP; (ii) for the Digital contents made available in Streaming, whose enjoyment is immediate**. Such cases are provided for by article 59.1, letters i) and o) of the Italian Consumer Code.



9. *What happens after you exercised the Withdrawal*

First of all you must know that the expenses for returning the Products are at your sole charge and that Products must be sent back to RMM no later than 14 (fourteen) days from the Withdrawal communication. RMM only refunds the price paid for the purchase of the Products, excluded the costs of delivery and returning, within 14 (fourteen) days from the receipt of the Products. The refund is made with the same mean of payment the Consumer has chosen for the purchase.

10. *When and how the warranty on Products applies*

Do not confuse the Withdrawal that allows you to regret your purchase, with the ordinary warranty of 24 (twenty four) months that applies when the Products purchased are faulty, defective or non-compliant: e.g. a DVD that stops/interrupts at one point or doesn't play, a book lacking some pages, a gift idea that is defective or has a color that is different from the one you ordered. In such cases we ask you to inform us about the problem found - as soon as discovered - and to send us a picture, if possible. We shall evaluate your situation and, in case, if provided for by the Italian Consumer Code, we shall send you the instructions aimed to return the Products at RMM's expenses.

11. *What happens if you are not satisfied about our service*

Given that RMM always tries to amicably settle any claim, if you are a Consumer you are entitled to use the service available on the ODR platform provided by the Regulation (EC) No.524/2013, reachable at the webpage <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. If we don't find a solution, you are then entitled to act before the court of the place where you have your residence. Italian law shall be applied, without prejudice to mandatory rules of the place where you have your residence.

12. *How we deal with you if you are not a consumer, but a professional*

These Conditions apply also to those that are acting for professional aims, but, in such a case, the right of withdrawal is excluded and the terms of the warranty are reduced to 6 (six) months, and any claims relating to defects must be made within the terms provided by the law (Italian Civil Code). Furthermore, provided that RMM always tries to settle amicably any claim, any disputes will be subject to Italian jurisdiction and the court exclusively competent shall be the Court of Bologna (Italy). Italian law shall be applied.

