



CONTRACTUAL CONDITIONS OF SALE

Contractual premise:

Users are invited to read these General Conditions of Sale carefully before proceeding with any purchase. By ticking the box “*I declare that I have read and fully accepted the conditions of sale*” when making an online purchase, the Client accepts all these general conditions, which are an integral part of the online sales contract stipulated via the internet between the user and Società Agricola a Responsabilità Limitata Castello di Albola hereinafter referred to as “Seller” or “ALBOLA”. The General Conditions apply to online purchase orders placed on the website <https://www.albola.it>

The sales contract is agreed between ALBOLA and the “Consumer Client” i.e., the individual who acts, by entering into a contract, for purposes unrelated to any entrepreneurial, commercial, craft or professional activity conducted. The offer and sale on the site constitute a remote contract governed by Legislative Decree of 9 April 2003 n. 70, containing the rules underpinning electronic commerce and, in part, by articles 50 et seq. of Legislative Decree of 6 September 2005, n. 206 (“*Codice del Consumo*” - Consumer Code) and Subsequent Amendments and Additions.

ALBOLA reserves the right to update or modify these General Conditions at any time, it being understood that for each purchase contract the General Conditions published at the time of sending the purchase order by the Client apply. To this end, the user is invited to save a copy of the General Conditions and/or print them for hard copy storage.

Via acceptance of the General Conditions and acceptance of the purchase order by the Seller, the Client expresses consent to all communications relating to the contract being sent and received by e-mail; the Client, therefore, assumes responsibility for the correctness of the data entered in the purchase order form, including personal details, e-mail address, shipping addresses, purchased goods, and any other information transmitted to the Seller. The Seller and the Client acknowledge that the contract concluded, subsequent communications and any other document will have “digital content”, meaning data produced and provided in digital format. The Client may at any time print “in paper form” any document concerning the contractual relationship between the parties and may store it in a “durable format”, meaning any tool that allows the Client to keep the information that is personally addressed to him so as to be able to access it in the future for a period of time appropriate to the purposes for which they are intended and that allows the identical reproduction of the information stored.

What is present on the site does not constitute an offer to the public pursuant to art. 1336 of the Italian Civil Code.

The sending of the order form is considered a “purchasing order” by the Client, subject to acceptance by the supplier, ALBOLA.

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The contract stipulated between ALBOLA and the Client is considered concluded with the acceptance by email of the order by ALBOLA.

SELLER CONTACTS

For all queries concerning these General Conditions of Sale, as well as any complaints, information on guarantees and privacy, any notices of withdrawal or requests for reimbursement, the Client must use only the following contacts:

Società Agricola a Responsabilità Limitata Castello di Albola

Registered offices in Località Pian d'Albola, 31 Radda in Chianti CAP: 53017 SIENA (SI)
VAT number and Tax Code 02360730242 and Company Registration no. 0000000

The Company can be contacted in the following ways:

by phone at: +39 0577 738019

by email to: info@albola.it

Art. 1 OBJECT AND CONCLUSION OF THE CONTRACT

The premise is an integral part of the contract, concerning the sale of bottles of wine and extra virgin olive oil – at the request of the Client – that ALBOLA sells online; that is, using remote selling via the Internet. The goods being sold are specifically described and offered for sale on this site via the appropriate technical data sheets describing the product.

To purchase the product, the Client must fill in the form with an order request on the site, after carefully viewing the general conditions of sale, as well as the characteristics of the product they intend to purchase. The request is however subject to acceptance by the Seller. The order confirmation is communicated to the email address provided by the Client, briefly reporting the conditions of purchase, as required by applicable law, as well as the data entered in the order by the Client, so that they can verify the same and possibly communicate without delay any corrections to incorrect data.

The user declares that the data provided when filling in the order form on the site are correct, complete and truthful.

Please note that the data entered at the time of the order will be processed in accordance with the provisions of current legislation governing Privacy.

ALBOLA reserves the right, at its sole discretion, not to accept orders from whomever it chooses, if the same are abnormal in relation to the quantity of products purchased or from subjects with whom a dispute is ongoing.



Therefore, in accordance with Legislative Decree of 9 April 2003, n. 70 containing provisions on electronic commerce, ALBOLA informs the user that:

- to conclude the contract for the purchase of one or more products on the site, the user must fill in an order request form in electronic format by entering all their data (the user declares that the data provided at the time of the order are correct, complete and truthful) and send it by email to the address info@albola.it ;
- the user can verify and correct any errors in data entry before the acceptance of the order request by the seller;
- the contract is concluded when ALBOLA accepts the purchasing order, after verifying the correctness of the data relating to the order; ALBOLA reserves the right not to confirm orders from Clients with whom disputes are pending.
- once the purchase order has been accepted by Albola, the Client will receive from ALBOLA a confirmation e-mail containing the possibility of consulting the General Conditions again, information on the characteristics of the product purchased, detailed information on price, payment methods, and methods for exercising the right of withdrawal. It is advisable to keep this e-mail as proof of purchase or to store it in a durable format;
- the order form will be stored by ALBOLA in its database for the time necessary to process the order and, in any case, within the terms of the law and during this period may be requested by the user for consultation.

Art. 2 PRICES AND SHIPPING COSTS

All prices of goods contained in the online catalogue are expressed in euros. The prices of the individual products must be understood as inclusive of VAT and do not include shipping costs, which vary depending on the country of destination and that are previously communicated to the Client by email.

With regard to deliveries requested in countries outside the European Union, the recipient will bear any import customs fees. The Client is invited in advance to contact the customs authorities of their country to check costs and any import restrictions.

Art. 3 DELIVERY AND TRANSPORT

Deliveries will be made to the address indicated by the Client in the order form.

Deliveries are entrusted to a courier. The Supplier insures the products against theft and accidental damage from the moment of delivery to the courier until the moment they arrive at their destination. The risk of loss or damage to the goods entrusted to the courier for shipment remains with the Supplier until the Buyer or a third party designated by the Buyer comes into physical possession of the goods.

In case of non-delivery due to the absence of the recipient, the courier will attempt delivery two more times before sending the goods back to the depot.

Therefore, at the time of delivery of the products to the Client by the courier in charge of their transport, the Client must check, in the presence of the courier, that:

- a) the quantity and type of products ordered corresponds to what is indicated in the transport documentation;
- b) the packaging used for transport is intact, not damaged or otherwise altered, even in the case of the outer packaging materials.
- c) the quantity and type of products delivered corresponds to what was ordered.

Should the packaging shows obvious signs of tampering or alteration, the Client must notify the supplier by e-mail to the address info@albola.it within the next 24 hours.

Shipments are made by express courier within 5 working days (Saturdays, Sundays and holidays excluded) following acceptance of the order by Albola, except for any delays due to force majeure.

The products purchased are then delivered within 24/48 working hours starting from delivery to the courier (for some difficult-to-reach areas, delivery is undertaken within 72 hours). Delivery is undertaken from Monday to Friday. ALBOLA uses couriers for delivery, but in any case, for any delays in the delivery of the goods by the carrier, the responsibility of ALBOLA is excluded.

The delivery time of the goods indicated above is merely indicative and the Client accepts that the maximum term established for delivery is fifteen days from the date of receipt of the order. If the Seller does not fulfil the obligation to deliver the goods within fifteen days, the Client should invite the Seller to make the delivery within an additional period appropriate to the circumstances. If the additional term also expires without the goods having been delivered, the Client is entitled to terminate the contract. The Client is charged with the burden of granting additional time to the Seller, except in the cases expressly provided for by current legislation. The Seller may, at its



discretion, decide to make several partial deliveries. However, in this case, the Client will not be charged with any additional cost compared to that provided for a single delivery.

For each order placed on the site, ALBOLA will issue an invoice for the goods shipped, sent via electronic invoicing procedures.

Art. 4 PAYMENT METHODS

Payment for the products can be made through one of the following systems:

- credit card
- bank transfer in advance

The Client is required to choose their preferred payment method when completing the purchase order. In the case of payment by bank transfer, it is important to enter the order number as the reason for the payment. The purchased goods will be shipped after confirmation that the sum paid has been credited to the current account. Below are the bank account details of the Seller:

BENEFICIARY: Società Agricola a Responsabilità Limitata Castello di Albola

BANCA ANTONVENETA

IBAN: IT 46 Q 01030 60520 000001240859

Should the Client proceed to purchase products via payment by credit card, the information relating to the buyer's credit card will be transmitted and managed by a third party ("Intermediary"), via a secure connection directly on the website of the Intermediary that manages the transaction.

The payment procedure by credit card takes place using a secure connection, in which the Client will find the indication of the amount of the order and must indicate the type, number and expiry date of the credit card. Additional data or security codes may be requested in certain cases by the Intermediary (such as, by way of example and not exhaustively, for the MasterCard Secure Code and Verified by Visa security services).

In order to protect the Client's security to the maximum degree, ALBOLA never becomes aware of the credit card number, which is received only by the banking institutions that must provide the authorization. ALBOLA is only informed of the outcome of the transaction. No data relating to the credit card is, in other words, transcribed on the documents relating to the order and/or stored by ALBOLA.



Art. 5 RIGHT OF WITHDRAWAL: METHODS OF EXERCISE, REIMBURSEMENT AND LIMITATIONS

Right of withdrawal by the Consumer Client

The Consumer Client has the right to withdraw from the purchase contract, within the terms and in the manner provided for by art. 52 of the Consumer Code without penalty and without specifying the reason, within fourteen days from the date of delivery of the product.

To exercise the right of withdrawal, the Consumer Client is required to inform the Seller of their decision to withdraw from this contract by means of an explicit declaration by email to the address info@albola.it

It will be the Supplier's responsibility, without delay, to communicate by e-mail to the buyer the confirmation of receipt, in a durable format, of the declaration of withdrawal.

An essential condition for exercising the right of withdrawal is the substantial intact nature of the product to be returned. Therefore, the right of withdrawal cannot be validly exercised in the event that the Consumer Client has not taken adequate measures to ensure that the product can be returned in the same condition in which it was received, including the original packaging.

The Consumer Client who has exercised the right of withdrawal is required to return the product to the supplier, sending the returned goods to the following address: Società Agricola a Responsabilità Limitata Castello di Albola, Località Pian d'Albola, 31 Radda in Chianti CAP: 53017 SIENA (SI)- within fourteen days from the date on which the Client communicated the withdrawal. The deadline is deemed to be met if the consumer sends back the goods before expiry of the fourteen-day period.

Once the order has been cancelled within the aforementioned period and in the manner set out above, and after the return of the product, or after verifying that the user has returned the goods, only then will ALBOLA refund the returned goods without undue delay and in any case within 14 (fourteen) working days. The user will be refunded the full price by ALBOLA excluding shipping costs. The amount will be credited to the same means of payment used for the purchase unless an alternative method has been agreed with the user.



Art. 6 LEGAL GUARANTEE OF CONFORMITY AND COMPLAINTS

Legal Guarantee for the Consumer Client

The Legal Guarantee of Conformity (or Legal Guarantee) is provided by the Consumer Code in Articles. 128-135 and establishes the Seller's responsibility for any lack of conformity of the goods sold. The Legal Guarantee covers all products that present a lack of conformity existing at the time of delivery and that occurs within 24 months from the date of purchase. The lack of conformity must be reported to the Seller, under penalty of forfeiture, within 2 months following the date of discovery of the same. Unless proven otherwise, it is assumed that the lack of conformity that occurs within 6 months of the purchase of the goods already existed on that date, unless this hypothesis is incompatible with the nature of the goods or with the nature of the lack of conformity.

If the complaint proposed in the manner indicated below proves to be well-founded, the Seller will:

- Firstly, replace the product, at no cost to the Consumer Client, unless the remedy requested is objectively impossible or excessively burdensome compared to the other party. The replacement of the defective product will take place within 30 days of receipt of the complaint.
- Secondly (in the event that replacement is impossible or excessively burdensome or the replacement has not been carried out within the appropriate terms or the replacement previously made has caused significant inconvenience to the Consumer Client) reduce the price or terminate the contract, as preferred by the Consumer Client.

Procedures for implementing the guarantee

A "lack of conformity", by express provision of the law, exists when the purchased good:

- is not suitable for the use for which goods of the same type are normally used,
- does not conform to the description made by the Seller and does not possess the qualities of the good that the Seller presented to the consumer as a sample or model,
- does not have the usual qualities and performance of goods of the same type, also considering the statements made in advertising or on the labelling,
- is not suitable for the particular use desired by the consumer if brought to the attention of the Seller at the time of purchase.

The Seller informs the Client that any complaints for discrepancies of the product purchased must be made in writing by e-mail or via registered letter with a return receipt within the terms indicated above, specifying:

- 1) the number of the order placed;

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- 2) the date of shipment and delivery of the product (date of shipment note);
- 3) the defects complained of;
- 4) photographs of the non-conforming product with details of the defect;
- 5) the name and contact details of the person to contact should the need arise.

The Seller reserves the right to verify the validity of the complaints at its headquarters or by examining the photographs attached to the dispute email. The shipping costs for the collection of spoiled products are charged to the Seller. In the event that the complaints prove to be unfounded, the Seller may charge the shipping and inspection costs to the Client, without prejudice in any case to the possibility for the consumer to appeal to the body referred to in clause 11.

Art. 9 PRIVACY POLICY

Please refer to [the Privacy Policy relating to purchases.](#)

Art. 10 APPLICABLE LAW AND COURT OF JURISDICTION

This contract concluded through the website is governed by Italian law, without prejudice to the application of the most favourable and mandatory provisions provided for by the law of the Client's country of habitual residence.

Jurisdiction

For the resolution of any civil disputes arising from the interpretation, execution and termination of this Contract, the mandatory territorial jurisdiction is that of the Court of the place of residence or domicile of the consumer.

Art. 11 ODR (ONLINE DESPUTE RESOLUTION)

For the sake of completeness, we inform the Client Consumer who is located within the EU, that in the event of a dispute, it is possible to submit a complaint pursuant to art. 14 of Regulation 524/2013 through the ODR platform of the European Union accessible at the following link <http://ec.europa.eu/consumers/odr/>. The ODR platform is an access point for users who are willing to resolve disputes arising from sales or online service contracts out-of-court. The address of ALBOLA in this case is as follows: info@albola.it