

## Section 1 Scope

(1) These General Terms and Conditions of Sale (hereinafter: GTC) apply for all contracts, including such concluded via our website, between ourselves

Il Salotto SRL – Società Agricola,

Frazione Pancole loc. Salotto 72/A, 58054 Scansano (GR), Italy

Managing director: Thomas Liebert

Register of the Chamber of Commerce in Maremma and Tirreno,

Codice fiscale e n.iscr. al Registro Imprese/Tax code and company register

no.: 01645090539 Forma giuridica societa' a responsabilita' limitata/Legal form:

limited liability company

VAT registration no.: IT 01645090539

Headquarters and shipment

Hohenstrasse 17, 78183 Hüfingen, Germany

Tel: +49 771 158979 150

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Email: [info@ilsalotto.info](mailto:info@ilsalotto.info)

and you as our customer. These GTC apply regardless of whether you are acting in the capacity of a consumer, enterprise or merchant.

- (2) All agreements concluded between you and ourselves in connection with the contract of sale are concluded specifically on the basis of these Conditions of Sale, our written offers and our declaration of acceptance.
- (3) The respectively valid version of the GTC applicable upon conclusion of the contract is definitive.
- (4) Alternative conditions of the customer will not be accepted on our part, including where consideration of such is not expressly refuted by us.

## Section 2 Conclusion of contract

(1) Presentation and advertising of articles on our website does not constitute a binding offer to conclude a contract of sale.

(2) The 'wine enquiry' button available on our website enables you to submit a non-binding request for a specific quantity of wine. Within three days of receipt of this enquiry we will promptly email an individual offer, including the price of the wine requested and the commensurate delivery conditions, to the email address you provided with the enquiry. This email does not constitute a binding offer.

Our non-binding offer will remain valid for 14 days.

- (3) You have fourteen days in which to accept this offer by email or fax. Such acceptance will be deemed a legally binding order to which you are bound for 14 days from submission of the respective order. Your right to cancel the order as per Section 3, should the occasion arise, remains without prejudice herefrom. Should you fail to respond to the offer within three days, the offer will lapse without any conclusion of a contract.
- (4) We will confirm receipt of your submitted order within 3 days via email. This email shall not amount to any binding acceptance of the order, save for where commensurate acceptance is duly expressed in addition to confirmation of receipt.
- (5) A contract will only first be effected upon acceptance of your order by issue of a commensurate order acceptance or through delivery of the items ordered.
- (6) Orders for delivery abroad are subject to a minimum order value. Details of minimum order values can be obtained from the price information provided on our website.
- (7) If we are unable to deliver the items you ordered, for example, because the goods in question are out of stock, we will refrain from providing a commensurate order acceptance. In any such case, a contract will not be concluded. You will be promptly notified accordingly and any consideration already paid will be refunded without delay.

### **Section 3 Right of cancellation**

- (1) If you are a consumer (namely, a natural person submitting an order for purposes not associated with any commercial or self-employed professional activity on your part), you have the right to cancel in accordance with the commensurate statutory provisions.
- (2) Where you exercise your right of cancellation in accordance with (1) above in your capacity as a consumer, you will be responsible for covering the normal cost of return.
- (3) In remainder, the right of cancellation is subject to the provisions detailed in the following

## **Cancellation policy**

### **Right of cancellation**

You have the right to cancel this contract within fourteen days without stating the reason for such.

The cancellation period is 14 days and commences on the date of receipt of the goods by you or a third-party nominated by you who is not the carrier.

To exercise your right of cancellation you are required to send notification of your decision to cancel this contract by means of a commensurate statement (e.g. letter post, fax or email) to Il Salotto SRL – Società Agricola, Frazione Pancole loc. Salotto 72/A, 58054 Scansano (GR), Italy, Headquarters and shipment, Hohenstrasse 17, 78183 Hüfingen, Germany, Telephone: +49 771 158979 150 or +39 3898 509445, Email: [info@ilsalotto.info](mailto:info@ilsalotto.info). Notification can be provided using the attached non-mandatory sample cancellation form. You may also electronically complete and submit the sample cancellation form or an alternative declaration on our website at [www.ilsalotto.info](http://www.ilsalotto.info). If you use this electronic option, confirmation of receipt of your cancellation will be sent to you without delay (e.g. via email).

To exercise your right of cancellation, commensurate notification prior to expiry of the cancellation period is sufficient.

### **Result of cancellation**

Should you cancel this contract, we will promptly refund all payments received from you, including delivery charges (with the exception of additional costs where you have selected an alternative method of delivery other than the most cost-effective standard delivery offered by us), by no later than fourteen days from the date we receive your notification to cancel the contract. In the absence of express alternative agreement, the refund will be effected by the same method of payment used by you for the original transaction; on no account will you be charged a fee for the refund. We may decline to pay the refund until we have received the returned goods or you have furnished proof of shipment of the goods, whichever occurs earlier.

In all cases, you are required to promptly return or hand over the goods to us by no later than fourteen days from the date of notifying us of the cancellation of this contract. This period is deemed observed where you have sent the goods prior to expiry of the fourteen day cancellation period.

You are responsible for paying the direct costs of return.

You will be liable for any loss in value of the goods solely where such loss results from unnecessary handling of the goods on your part when examining the quality, properties and functioning of the goods.

**- End of cancellation policy -**

#### **Section 4 Delivery conditions, passing of risk and advance payment**

- (1) We are entitled to make part deliveries where deemed reasonable for you.
- (2) In the absence of alternative agreement, the delivery period is approximately five (5) working days and – subject to the provisions of (3) below – commences upon payment of the purchase price and shipping costs.
- (3) Where the customer is a consumer, the risk of accidental loss or deterioration of the goods purchased for sale to destination as per the buyer's instruction shall pass to the purchaser only first upon handover of the goods. Default in acceptance on the part of the purchaser will be deemed equivalent to handover.
- (4) Where the customer is not a consumer, the risk of accidental loss or deterioration of goods purchased for sale to destination as per the buyer's instruction shall pass to the purchaser upon surrender of the goods to the forwarding agent, carrier, or other person charged with shipping.

#### **Section 5 Price and shipping costs**

- (1) All prices stated in our offers, order acceptances and on our website are gross prices, including value added tax, plus any additional shipping costs.
- (2) Details of shipping costs are provided in our pricing information and on our website as well as in our offer and order confirmation.

- (3) Where your order is supplied in part shipments as per Section 4 (1) above, shipping costs will only be charged on the first part delivery. Where part deliveries are at your request, shipping costs will be charged for each part delivery.
- (4) Where you effectively cancel your declaration of contract as per Section 3 above, pursuant to the applicable statutory provisions you may request a refund of shipping costs paid in advance (cf. information on other results of cancellation under Section 3 (3) above).

### **Section 6 Terms of payment, offsetting and right of retention**

- (1) The purchase price and shipping costs are payable within 14 days of receipt of our invoice at the latest. You will receive the invoice together with confirmation of your order via email in accordance with Section 2 (4) above.
- (2) The purchase price and shipping costs can be paid by bank transfer to the account stated in our individual offer and the invoice, by direct debit, or by EC/Maestro or credit card as you prefer. In the case of payment by direct debit or by EC/Maestro or credit card, your account will be debited at the time specified in (1) above at the earliest. A direct debit facility will also apply for subsequent orders until cancellation of the direct debit.
- (3) Where the purchaser is a consumer, in the event of default in payment, the purchase price will be subject to interest of 5% above the base interest rate for the period of default. Where the purchaser is not a consumer, interest will be charged at a rate of 9% above the base interest rate for the period of default in payment. We reserve the right to substantiate and assert a higher level of damage/loss due to delayed performance.
- (4) You may not offset our claims for payment, save for where your counterclaims are judicially non-appealable or uncontested. Our claims for payment may be offset where you have notified defects or have asserted counterclaims under the same contract of sale.
- (5) As the purchaser, you may exercise a right of retention solely where your counterclaim is asserted on the basis of the same contract of sale.

### **Section 7 Retention of title**

The goods supplied remain our property until payment of the purchase price has been effected in full.

## Section 8 Guarantee

- (1) Where the customer is a consumer, we are liable for quality defects or deficiencies in title of the delivered goods in accordance with the pertinent statutory provisions, specifically Section 434 et. seq. of the German Civil Code (BGB). The period of limitation for statutory claims for defects is two years and commences upon delivery of the goods.
- (2) Where the customer is not a consumer as per (1) above, we are liable for the delivered goods in accordance with the following:
  - a. Insofar as feasible in the ordinary course of business, goods delivered are to be inspected by the customer without delay upon delivery. We are to be notified immediately of any apparent defects. If the customer fails to notify us accordingly the goods will be deemed accepted, save for where the defect was not apparent during the inspection. Notification of any defects subsequently becoming apparent is to be provided without delay following discovery; failure to do so will result in the goods being deemed accepted despite the defect in question. Section 377 of the German Commercial Code (HBG) remains without prejudice. In the event of recourse of the entrepreneur in accordance with Section 478 BGB, the customer is not exempted from its inspection obligation. In such cases, where the customer fails to promptly notify the defect asserted by its end-customer, the goods will also be deemed accepted despite the defect in question.
  - b. In the event of a defect, we are entitled to determine the nature of subsequent performance taking into account the type of defect and legitimate interests of the customer. For the purpose of such contracts, subsequent performance will be deemed to have failed following a third unsuccessful attempt at rectification. This clause does not apply in the event of recourse pursuant to Section 478 BGB.
  - c. In the case of subsequent performance regarding defects, we are responsible for commensurately necessary expenditure, in particular, transport, delivery, labour and material costs, solely insofar as such costs are not increased through transfer of the article in question to a location other than the customer's domicile or business premises to which the goods were delivered. This clause does not apply in the event of recourse pursuant to Section 478 BGB.
  - d. Customer claims for defects, including claims for compensation, are barred by limitation after one year. This does not apply in the event of recourse pursuant

to Section 478 BGB, or in cases pertaining to Section 438 (1) (2) BGB or Section 634a (1) (2) BGB.

Moreover, this is also inapplicable in the case of compensation claims based on injury to life, body or health, or based on a grossly negligent or intentional breach of duty occasioned by us or our vicarious agents.

- (3) The presence in the bottle of minor crystalline sediments (tartrates) is an indication of the maturity (quality) of the wine and is not a defect within the meaning of Sections 434 et. seq. BGB.

### **Section 9 Liability**

- (1) In all cases of contractual or non-contractual liability involving wrongful intention or gross negligence, we are liable to compensate you for damages or futile expenses in accordance with the pertinent statutory provisions.
- (2) In remainder, provided not otherwise regulated in (3) below we shall be liable solely in the event of a breach of a contractual obligation, upon which compliance is required to enable due and proper execution of the contract in the first place and upon which you as a customer may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable damage typical to the contract. In all other cases, subject to the provisions contained in (3) below, liability on our part is precluded.
- (3) Liability on our part for damage resulting from injury to life, body or health and in accordance with the German Product Liability Act (Produkthaftungsgesetz) remains without prejudice from the aforestated limitations and exclusions of liability.

### **Section 10 German Children and Young Persons Act (Jugendschutzgesetz)**

In accordance with the provisions of the German Children and Young Persons Act (Jugendschutzgesetz) we are solely permitted to supply or deliver alcoholic drinks to persons aged 18 or over.

## **Section 11 Copyright**

We hold the copyright to all images, films and texts published on our website. Use of such images, films and texts is not permitted without our express agreement.

## **Section 12 Applicable law, legal venue, concluding provisions**

- (1) The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Where you have placed your order in your capacity as a consumer and are ordinarily resident in another country at the time of your order, application of the mandatory law of this country shall remain without prejudice from the choice of law determined in sentence 1.
- (2) Where you are acting as a merchant and are domiciled in Germany at the time of your order, exclusive legal venue shall be the seller's headquarters in Hüfingen, Germany. In remainder, the pertinent statutory provisions apply with regard to local and international jurisdiction.
- (3) Should one or more provisions of these GTC be inoperative, the validity of all other provisions of the contract shall remain without prejudice. Insofar as provisions are inoperative, the content of the contract will be determined in accordance with the pertinent statutory provisions.
- (4) Dispute resolution: The EU Commission has created an Internet platform for the online resolution of disputes. The platform serves as a contact point for the non-judicial resolution of disputes concerning contractual obligations resulting from online contracts of sale. Further details are available from the following link: <http://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

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Il Salotto





General Terms and Conditions of Sale and Delivery



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