

## GENERAL CONDITIONS FOR ONLINE SALES

These Online Conditions apply exclusively to online sales of the products fully illustrated and described in the Website [www.signorvino.com](http://www.signorvino.com) (hereinafter "**Product(s)**").

If the Online Conditions change, the Online Conditions published on the Website as of the time in which the order proposal is sent (hereinafter "**Order Proposal**") by the buyer of the Products (hereinafter "**Customer**") shall be applied. [Previous versions of these Online Conditions](#) can be checked under the special section of the Website which can be saved or printed.

Before forwarding the Order Proposal, the Customer must read and accept these Online Conditions. Forwarding the Order Proposal implies the full knowledge and express acceptance of these Online Conditions, as well as the contents of the Order Proposal.

For any legal information, consult the following sections:

[Privacy Policy](#)

[Website Terms and Conditions](#)

[Cookie Policy](#)

### 1. ENTITIES

- 1.1 The seller of the Products (hereinafter "**Seller**") is SIGNORVINO SRL with head office located in Italy, in Via Portici Umberto Primo 5/3 – 37018 Malcesine (VR), email [hello@signorvino.com](mailto:hello@signorvino.com), certified email address [signorvino@legalmail.it](mailto:signorvino@legalmail.it), tax ID and registration number with the Business Registration Office of Verona no. 05064530230, VAT no. 05064530230.
- 1.2 These Online Conditions regulate the purchase of products from [www.signorvino.com](http://www.signorvino.com) (hereinafter, "**Website**"); however, they do not regulate the sale of products or services on the part of entities other than the Seller that are present on the Website through links, banners or other hyperlinks. The Seller is not responsible for goods or services provided by third parties.
- 1.3 The Customer will be identified with the data provided by the latter in the Order Proposal. **It is forbidden to provide false or made up information: the Seller is exempted from any liability in that regard.**
- 1.4 THE SALE OF ALCOHOLIC BEVERAGES IS FORBIDDEN TO MINORS.  
The offers of Products on the Website are for Customers of legal age. In accordance with applicable legislation, orders made through the Website, gives us guarantee that the Customer is of legal age and has the legal capacity to draw-up binding contracts. If there is no legislation in this regard, the Customer must be at least 21 years of age.

### 2. FINALISING THE CONTRACT

- 2.1 The information of these Online Conditions and details on the Website do not constitute an offer to the public, but simply an invitation to make an Order Proposal. After forwarding the Order Proposal, the Customer will receive a confirmation email of the order (hereinafter, "**Order Receipt Confirmation**"). Said email does not imply the acceptance of the Order Proposal which will be considered accepted only when the Customer receives another confirmation email stating that the Order Proposal was accepted and that the Products are ready for shipment (hereinafter, "**Order and Shipment Confirmation**").  
Therefore, there will be no contract between the Customer and the Seller until the Order Proposal is expressly accepted by the Seller when the Order and Shipment Confirmation is sent.  
The online purchase contract (hereinafter, the "**Contract**") is therefore concluded only when the Customer receives the Order and Shipment Confirmation ("**Contract Conclusion Date**"): from this moment on, the Order Proposal will be defined simply as "**Order**".
- 2.2 Before forwarding the Order Proposal, the Customer will be required to confirm that the Online Conditions were read and accepted, including clauses that are unfavourable to the Customer (for example, limit of liability, right to withdraw from contract, derogations from legal authorities, etc.).

- 2.3 The Customer will receive an email upon concluding the Contract, as well as the Order and Shipment Confirmation containing a reference to these Online Conditions, already viewed and accepted by the Customer upon forwarding the Order Proposal and an Order summary.
- 2.4 Before sending the Order and Shipment Confirmation, the Seller reserves the right to request additional information regarding the Order Proposal by email or by telephone.
- 2.5 The Seller may choose not to process Order Proposals that do not offer enough guarantee on solvency or that are incomplete or incorrect, or in case of unavailable Products. In these cases, we shall inform the Customer by email by no later than 30 (thirty) business days, effective from the day in which the Customer forwarded the Order Proposal and state that the Contract was not concluded and that the Order Proposal will not be processed. In this case, the amount already committed to the method of payment chosen will be cleared.
- 2.6 The Seller undertakes to deliver the ordered Products as soon as possible (considering the method of shipment chosen by the Customer) and in any case by no later than 30 (thirty) days from the Contract Conclusion Date.
- 2.7 The Seller reserves the right to reject Order Proposals from Customers with a past litigation or dispute regarding a previous Order. This also applies to all cases in which the Seller considers that a Customer is unsuitable, including by way of example, past violation of the Online Conditions, the Loyalty Programme or for any other reason, especially if a Customer is involved in fraudulent activities of any sort.
- 2.8 Even if the Seller constantly adopts measures aimed at ensuring that the pictures on the Website are true reproductions of the Products, including the adoption of any possible technology solution to cut down inaccuracies to a minimum, some variations may always be possible due to the technical characteristics of the colour resolution of the computer used. Therefore, the Seller will not be held liable for any inaccuracy regarding the graphical representations of the Products shown in the Website, whenever is due to the above-mentioned technical reasons, provided that said representations are for illustrative purposes only.

### 3 SPECIAL SALES CONDITIONS FOR CUSTOMISED PRODUCTS

- 3.1 In the event that the Seller offers the chance to customise certain Products (hereinafter, "**Customised Products**") chosen by the Seller, affixing on them a word, a symbol, a number or a phrase (hereinafter, "**Text**"), the Text may not be offensive, pornographic, defamatory, profane, racist, discriminatory and may never contain threats or incite violence, or show names or surnames of famous people and in general may not infringe third party rights, in particular intellectual property rights or registered trademarks of third parties.

In any case, the Seller reserves the right to reject any Text that breaches the above and in general any Text that has a message considered inappropriate by the Seller for any reason and without having to give any reason to the Customer.

The decision by the Seller to reject a Text proposed by the Customer will result in the cancellation of the Order Proposal.

By making an order for Customised Products, the Customer:

- declares and warrants that the Text requested to be affixed on the Customised Product is not forbidden;
- declares to assume any responsibility regarding the requested Text;
- declares to indemnify and hold the Seller, its affiliates and the companies that are part of the Seller's Group, harmless from any cost, expense, damage or loss possibly suffered by them from using any Text affixed on the Customised Product.

- 3.2 Considering the nature of the Customised Products and of the fact that they are specifically created for the Customer, they may not be returned or subject to reimbursement or replacement, hence the right of withdrawal is expressly excluded. Therefore, section 7 of these Online Conditions do not apply to Customised Products.

The legal warranties for non-conforming products set out in section 8 remain fully applicable.

### 4 SALES PRICES AND SHIPPING COSTS

- 4.1 The prices of the Product (hereinafter, "**Price(s)**") and shipping costs (hereinafter "**Shipping Costs**") are those specified on the Website at the time in which the Order Proposal is forwarded.

The Prices and Shipping Costs include taxes, fees and any other costs related to customs duties (unless specified otherwise in the Order Proposal).

- 4.2 Despite every effort, for some Products in the Website due to an error, there could be a price that does not correspond to the actual price. The Seller shall be responsible for making sure that the Prices are correct before sending the Order and Shipment Confirmation. If due to any technical, material errors or other inconveniences, the Price specified in the Website is less than the correct sales price of the Product, the Customer will be contacted to check whether he/she is willing to purchase the Product at the correct price. If the Customer does not wish to proceed with the purchase, the Order Proposal or Order will be cancelled. If the price specified in the Website is higher than the correct sales price of the Product, the Order will be processed, charging only the lesser amount.

## **5 METHOD OF PAYMENT**

- 5.1 Payment can be made with one of the following methods outlined in the section "[Method of Paymentv](#)" present on the Website.
- 5.2 Major credit cards and prepaid cards are accepted. Payment by credit card will be made free of charge. Customers making a payment confirm to be the card holder of the credit card used. Without said conditions, the Order Proposal will not be processed.
- When the Order Proposal is sent, the amount will be committed: the actual charge will only be made upon the Order and Shipment Confirmation.
- If the amount cannot be charged, the Order Proposal will be automatically cancelled.
- It must be noted that the Seller is not able to fully know all the information regarding the Customer's credit card, which are managed directly by a third party that processes the payment. For this reason, the Seller will not gather said data or preserve it and will only have access to partial information that the Customer will decide to save (for example, type of credit card, expiration date, card holder), not enough to identify the card, but useful for the Customer to make new purchases.
- Under no circumstances shall the Seller be held liable for fraudulent use of credit cards or prepaid cards on the part of third parties.
- 5.3 By choosing a method of payment cash-on-delivery, the Order must be paid in cash or by cashier's check directly to the courier delivering the Products.

## **6 SHIPPING AND DELIVERY**

- 6.1 Each shipment contains:
- the ordered Products and possible gifts;
  - any supporting documentation required in the country of shipment;
  - any informative and marketing material.
- 6.2 The purchase invoice for the Order, if expressly requested during the Order Proposal by the Customer, will be made available in the Website area reserved to the Customer or if the Customer is not registered, in the page containing the details of the Order, in both cases with prior notice via email.
- 6.3 The Products will be delivered by the courier chosen by the Seller. The "[Shipment](#)" section on the Website can be checked at any time to consult additional information on costs, times and shipping conditions.
- The Products can be delivered as follows:
- delivery to the address indicated by the Customer;
  - delivery in a store of the chain and pick-up by the Customer.
- 6.4 Upon arrival of the Products at a store of the chain chosen for pick-up, the Customer will receive an email containing the instructions for the pick-up and from that time, the Customer will have 10 (ten) days to pick-up the Products (personally or through a representative).
- The following is required to pick-up the Products:

- show the Order and Shipment Confirmation email;
- sign the pick-up form.

If the Customer is enrolled to the Loyalty Programme, simply:

- provide the name and surname, or show the Loyalty Card, or the Order and Shipment Confirmation email;
- sign the pick-up form.

- 6.5 Failure to provide the documentation required for the pick-up, failure to pick-up the Products within the above term or failure to receive the Products shipped to the address chosen by the Customer, will result in the cancellation of the Order and reimbursement of the entire paid amount using the same method of payment used for the purchase. Customised Products cannot be reimbursed as per article 3, as well as the expenses envisaged in section 7.4.
- 6.6 When receiving the Products, it shall be the Customer's responsibility to check the integrity and presence of damages to the packaging that are immediately apparent (for example: wet box, damaged box, etc.). In case of discrepancies, the Customer must report them immediately, ensuring that the courier or sales assistant (in case of pick-up in the store) make note of it and refuse the delivery. Otherwise, the Customer will lose the possibility to exercise its rights in this respect.
- 6.7 The Website is structured with functions to allow the Customer to access the Website and make Orders, regardless of the nationality and geographical position.
- The Customer shall have the right to receive the Products at the delivery address chosen, provided that the address is located within the country corresponding to the Website where the Order was made.
- By way of example: if the Customer is physically located in country X and makes an Order on the Website of country Y, the Customer may decide to receive the Products only to an address of country Y, then independently organising, at its own expense, any shipment to have the Products shipped to country X or to another country chosen by the latter.

## 7 RIGHT OF WITHDRAWAL

- 7.1 The Customer shall have the right to withdraw from the Contract concluded in the Website, without incurring any penalties and without having to specify any reason thereby returning to the Seller all or part of the purchased Products.
- The Website is structured with functions that allow the exercise of the right of withdrawal, regardless of the nationality or geographical position of the Customer.
- The Customer must notify the Seller of its intent to exercise the right of withdrawal, according to the methods set out in section 7.2 and within 14 days, effective from the day in which the Customer or representative (other than the courier) acquires the possession of the Products.
- If more Products are purchased in the same Order, the intent to withdraw may be notified at different times, as long as it is within 14 days.
- After notifying the intent to withdraw, the Customer will have another 14 days to return the Products according to the methods outlined below.

PARTIAL RETURN: when more Products are purchased with the same Order, if the Customer partially exercises its right of withdrawal and therefore permanently retains certain Products and returns only some, NO reimbursement of shipping expenses will be received.

If more Products are purchased with the same Order and the intent to withdraw is notified at different times, within the term of 14 days after receipt date of the products and the products are returned at different times (within the same term of 14 days from the date in which the Customer notifies of the decision to withdraw from the Contract), when the Customer returns all the Products that are part of the Order, the latter will be reimbursed for the shipping costs.

- 7.2 To exercise the right of withdrawal, the Customer has the following options:
- (A) return the Products to the Seller using a courier or through delivery at a point of pick-up (if applicable)**
- Before providing the Products to be returned to the courier, the Customer must complete the product return procedure specified in the Website.
- Alternatively, the Customer may provide the Seller any other declaration of the intent to exercise the right of withdrawal, even by filling out the Product Return Form which must be forwarded by registered letter, certified email, courier with advice of receipt to the address specified in the [Product Return Form](#) or by email to the address [hello@signorvino.com](mailto:hello@signorvino.com).

The Customer must return the Products according to the terms and conditions set out in section 7.3 within 14 (fourteen) days as of the date in which the Customer notifies of the decision to withdraw from the Contract.

**(B) return the Products to the Seller at a store of the chain (if applicable) in the country corresponding to the place where the Order was made**

The Customer must complete the above procedure and must simply deliver the Products to be returned to the respective store.

**7.3 The right of withdrawal is subject to the following conditions:**

- the Customer must complete the following within 14 (fourteen) days as of the date in which the decision to withdraw from the Contract is notified:
  - (1) send the Products back to the Seller duly packaged, as per the instructions provided in this section:
    - a) by delivering the Products to an affiliated pick-up centre (if applicable);  
or
    - b) by delivering the Products to the courier chosen by the Customer;  
or
    - c) by delivering the Products to the courier assigned by the Seller in the country corresponding to the Website in which the Order was made;
  - (2) return the Products to a store of the chain (if applicable) in the country corresponding to the Website where the Order was made and provide the following:
    - a) the email authorising the product return;  
or
    - b) if the Customer is enrolled to the Loyalty Programme, simply provide the name and surname or show the Loyalty Card, or the Order and Shipment Confirmation email received previously.

It must be noted that Products cannot be returned to outlet stores, factory shops or tax duty free stores.

Moreover, it must be noted that if the right of withdrawal is exercised, the Customer must pay for the costs to return the Products to the Seller (including customs expenses, if applicable), only if it is expressly specified before the conclusion of the Order.

- Product Returns purchased with the same Order can be returned at different times, as long as it is within 14 (fourteen) days as of the date in which the Customer notifies of the decision to withdraw from the Contract;
- Products returned when exercising the right of withdrawal (hereinafter, “**Product Returns**”) must be returned in their entirety, hence excluding the possibility of returning only some parts or components thereof (even in case of a kit);
- the Product Returns must not be used, washed, dirtied or damaged and must not have signs of use;
- Product Returns must be kept by the Customer in strict compliance with the preservation guidelines specified for the product, as well as rules, including hygienic and health related standards, based on common knowledge;
- Product Returns must be returned exactly as they were shipped, with all accessories and labels and in case of foodstuffs and beverages, they must not be opened. By way of example, bottles that come with a pack (carton box, can, etc.) must be returned in the same package, products with additional labels must be included and so forth.

In order to guarantee the integrity of the Product Returns packed in glass bottles, they must be returned inside the same packaging with which the Products were shipped to the Customer, or with an alternative package that is suitable for shipping fragile products.

**It must be noted that if the overall value of the Product Return is equal or higher than Euro 50.00 (fifty), said Product Returns must be received packed inside a type-approved package (as per the examples provided below). If a type-approved package is not used and the Product Returns are broken or damaged, the Customer will not be reimbursed for said damaged Products.**



- in the event that the Seller offers the possibility to purchase certain Products using specific promotions (for example 5x4, 3x2, buy X get Y free, etc.), the right of withdrawal may be exercised even by returning only some Products on promotion: in this case, the price of the Product Returns actually paid as per the Order summary will be reimbursed and shipping costs will be charged accordingly as specified above.

7.4 If the right of withdrawal is exercised, the Seller shall reimburse the Customer for all payments made to purchase the Product Returns, except for the following expenses, if applicable, payable by the Customer (notwithstanding the provisions of section 7.1 in case of a partial withdrawal):

- additional shipping costs for an Order (initially already paid by the Customer when making the purchase), whenever the Customer chooses a courier or a different delivery method with respect to the standard delivery offered by the Seller;
- ancillary expenses possibly incurred (for example: cash-on-delivery expenses, costs of gift packaging, etc.);
- if the Products are located in a country other than the one of the Website where the Order was made, the following expenses shall be paid by the Customer:
  - (i) shipment arrangements and payment of the necessary shipping costs to have the Products delivered to an participating store in the country of the Website where the Order was made or to a different address within the same country; or, alternatively
  - (ii) shipment arrangement and payment of the necessary shipping costs to have the Products delivered directly to the Seller to the following address:

Signorvino Srl  
c/o Via Spinetti, 1  
37050 Vallese di Oppeano (VR), Italy

7.5 It must be noted that if the right of withdrawal is exercised, the Customer must pay for the costs to return the Products to the Seller (including customs expenses, if applicable).

7.6 After exercising the right of withdrawal making the Product Returns request with the respective procedures, the Customer will receive a confirmation email that the product return was taken (hereinafter "**Product Returns Confirmation**"). After the Seller ensures that all the conditions required in section 7 are met to exercise the right of withdrawal, the Customer will receive an email approving the product return (hereinafter, "**Product Returns Approval**").

The Seller will reimburse the Customer for all the sums paid to purchase the Product Returns by no later than 14 (fourteen) days as of the date in which the Seller is informed of the decision to exercise the right of withdrawal, provided that the Seller has already received the Products or that the Customer has provided proof to have already shipped the Products.

To reimburse the amount, the Seller will use the same method of payment that was used to purchase the Products. If the Customer initially chose to pay cash-on-delivery, the price paid will be reimbursed by bank transfer.

7.7 If the right of withdrawal is exercised without complying with the procedures set out in section 7, the Customer will not be entitled to any reimbursement. The Customer may decide to receive back the Product Returns at its own expense within 10 (ten) days after receipt of the email informing that the product return is not accepted along with the respective reasons. Otherwise, the Seller may legitimately withhold the Product Returns in addition to the sums already paid for their purchase.

7.8 The right of withdrawal cannot be exercised in the following cases:

- Customised Products;
- Products subject to very quick deterioration or expiration;
- sealed Products that cannot be returned for hygienic reasons or for health related reasons and are opened after the delivery.

## **8 LEGAL WARRANTY FOR NON-CONFORMING PRODUCTS**

8.1 The Seller is liable for any defects in the Products and for non-confirming products to the Order made, existing at the time of delivery.

8.2 The warranty is valid for 2 (two) years after delivery of the Products, unless this is contrary to the prevailing mandatory laws prevailing in the country of habitual residence of the Customer. The warranty is valid on the following conditions:

- a) the defect takes place within 2 (two) years after the delivery date of the Products;
- b) the Customer must show the sales document/purchase invoice or if bought as Loyalty Customer, simply show the Loyalty Card or provide name and surname.

Notwithstanding the above, only in case of Products subject to expiration before two years from the delivery date, the warranty is valid if the defect takes place within the expiration date or so-called minimum preservation term specified by the producer of the Products.

It must be noted that in order for a Product to be considered "non-conforming", it must have different characteristics to the quality standards of the producer.

If the Product is returned due to the typical corked wine smell and taste, the Product must be returned with at least 2/3 of its original content and sealed back with the original cork.

8.3 If the non-conformity of the Products purchased is ascertained by the Seller, the Customer shall have the right to receive reimbursement of the paid amount to purchase the Products without any additional expenses or if the Customer returns the Products to a store, the replacement of the Products with others available in the store.

8.4 All costs to return the Products recognised as defective must be paid by the Seller.

8.5 It must be noted that some bottles offered for sale are antique and have a long preservation history, as they could come from private collections, restaurants, wineries or merchants of rare wines. Before putting them for sale, they were inspected by the Seller and found to be perfectly intact, but the contents cannot be checked. Therefore, the Seller guarantees that the conditions of these bottles are exactly as they are shown in the description and pictures in the product page, but it cannot guarantee that at a distance of so many years from the bottling, the wine inside can be perfectly preserved. The Customer acknowledges to be duly informed of said circumstances and agrees that the sale of these special bottles is subject to the clause "as is with all faults".

## **9 CONTACT**

If the Customer sends an email, text message or other communications by mobile phone or PC (e.g. by chat), this is considered electronic communication. Please take into account of the fact that the Seller may communicate with the Customer through different means, for example by email, by text messaging, or by publishing messages and communications on the Website.

For more information contact the Customer Service at Calzedonia Digita d.o.o., Matrix Building 5th floor Slavenska Avenija 1C 10000 Zagreb (Croatia) to the contact details provided by instant messaging (so-called "bubble chat") and under the F.A.Q. of the Website.

## **10 PRIVACY STATEMENT**

Please read our [Privacy Policy](#) published on our Website for more information on how we process your personal data.

## **11 APPLICABLE LEGISLATION, SETTLEMENT OF DISPUTES AND COMPETENT COURT**

11.1 These Online Conditions are governed by Italian law and shall be interpreted based on said law, except for any other mandatory law prevailing in the country of habitual residence of the Customer. Therefore, the interpretation, execution and termination of the Online Conditions are exclusively subject to Italian law (except for any other mandatory law prevailing in the country of habitual residence of the Customer) and any disputes regarding these conditions shall be resolved exclusively by Italian legal authorities, as specified hereafter. In particular, whenever the Customer is qualified as Consumer, any disputes must be resolved by the court located in the domicile or residence of the Customer pursuant to applicable laws or if the Customer chooses, in case of action taken by the latter, by the Court of Verona. If, however the Customer acts within its own business, commercial, artisan or professional activities, the Parties mutually agree for disputes to be exclusively settled by the Court of Verona.

11.2 The Online Disputes Resolution platform (ODR).

Provided that the Seller is always willing to reach an amicable settlement to resolve any disputes, through the contacts specified in the previous sections, it must be noted that in compliance with article 14 of the General Data Protection Regulation EU 524/2013 and by decision of the ODR as per Statutory Instrument no. 500/2015 in force as of 15 February 2016, the European Commission established an online platform ("ODR") to resolve disputes derived from the purchase of goods online, at the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. Using the ODR platform, a list of ODR organisations can be viewed and the link is available for each of them to set off an online dispute resolution procedure. For more information about the platform, click on the following link: <https://webgate.ec.europa.eu/odr/main/?event=main.about.show>.

11.3 In any case, the above without prejudice to the Customer's right to pursue the matter before an ordinary court of competent jurisdiction for disputes regarding these General Conditions for Online Sale, regardless of the outcome of the above out-of-court procedure, as well as the possibility, if the conditions are met, to pursue an out-of-court settlement of the disputes regarding consumer relations having recourse to the respective procedures.

## **12 AMENDMENTS AND REVIEWS**

These Online Conditions are subject to change at any time. The Customer will be required to accept these Online Conditions in force as of the time of the purchase. New versions of these Online Conditions shall be effective as of their publication date on the Website and applicable for Orders received after said date. Any previous versions of these Online Conditions can be viewed in the [special section of the Website](#).

**VERSION REVIEWED ON 1<sup>st</sup> January 2025**