

GENERAL CONDITIONS OF SALE FOR IN-STORE PURCHASES

GENERAL NOTES

Dear Customer,

You may purchase in our stores, products available in the store ("**Available Products**") or (in participating stores) products that are not available at that time and that will be delivered to you at a later date ("**Products@**"), hereinafter jointly referred to as "**Products**".

These General Conditions of Sale will be applied when purchasing Products in store (hereinafter, "**Conditions for In-Store Purchases**").

Once an in-store purchase is made at the stores of our chain, the Customer declares to accept these conditions which are available at the store or under the respective section of the website www.signorvino.com (hereinafter, "**Website**") where the main characteristics of the Products are also described.

APPLICABILITY OF THE GENERAL CONDITIONS OF SALE FOR IN-STORE PURCHASES

In the event that changes are made to the Conditions for In-Store Purchases, the conditions in force upon the purchase will be applied. Previous versions can be checked in the special section of the Website which can be saved or printed.

Before making the purchase, Customers must read and accept these Conditions for In-Store Purchases. The purchase implies the complete knowledge and acceptance of said conditions.

1. ENTITIES

1.1 The Seller of the Products (hereinafter "**Seller**") is the company that manages the store where the Customer will choose to purchase the Products. All the information regarding the Seller is available in the store.

1.2 In case of purchases of Products@, the Customer will be identified through the data provided by the latter. It is forbidden to provide false or made up information: the Seller is exempted from any liability in that regard.

1.3 THE SALE OF ALCOHOLIC BEVERAGES IS FORBIDDEN TO MINORS.
Alcoholic beverages can only be offered to Customers of legal age. By making a purchase, the Customer guarantees to be of legal age according to applicable legislation and have the legal capacity to draw-up binding contracts.

1.4 For more information, use the contact details provided in section 8.

2. FINALISING THE CONTRACT

Products are purchased when payment is made in the store (hereinafter "**Date of Purchase**").

When purchasing the Products@, the Customer accepts and authorises that they can be delivered at a later time, in the agreed place with the Seller.

After purchasing the Products@, the Customer will receive an email (hereinafter "**Purchase Confirmation of Products@**") containing confirmation that the purchase was properly concluded and a summary of it.

The Customer will then receive the following by email:

- confirmation that the Products@ are being shipped to the agreed place (hereinafter, "**Shipment Confirmation of Products@**");
- confirmation that the Products@ arrived to the agreed place, along with the pick-up instructions ("**Delivery Confirmation of the Products@**").

3. SALES PRICES

The prices of the Available Products and of the Products@ are those in force at the store as of the Date of Purchase.

Prices include taxes, fees and any costs related to customs duties, unless specified otherwise.

Any shipping costs payable by the Customers for the delivery of the Products@ (if applicable) shall be specified in the sales document/purchase invoice.

4. METHOD OF PAYMENT

Payment can be made according to all the methods of payments accepted in the store chosen to purchase the Products.

5. SHIPPING AND DELIVERY

5.1 The Available Products will be delivered at the store upon payment.
The Products@ will be delivered to the agreed place as soon as possible and by no later than 30 (thirty) days after the Date of Purchase shown in the sales document/purchase invoice issued by the store.

5.2 If the Customer chooses to receive the Products@ at a store, the Products@ will be available for pick-up for 10 (ten) days, effective as of the Delivery Confirmation of the Products@.
The Customer may pick-up the Products@ personally or through a representative.

The following will be required when picking up the Products@:

- show the email confirming the delivery of the Products@
- sign the pick-up form

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

- specify the name and surname or show the Loyalty Card, or show the email confirming the delivery of the Products@
- sign the pick-up form

Failure to provide the necessary documentation upon pick-up or failure to pick-up the Products@ and the non-availability of said Products@ will result in the termination of the purchasing contract and reimbursement of the full amount paid, which shall be repaid by bank transfer.

When picking up the Products@, the Customer must:

- make sure that the Products@ correspond to those actually purchased;
 - check the integrity or possible presence of damages to the packaging that are evident (for example: wet packaging, damaged box, etc.).
- In case of any discrepancies, the Customer must report it immediately.

5.3 The Customer will be kept informed by the sales personnel about the total shipping expenses possibly applicable and specified in the sales document/purchase invoice.

6. CONVENTIONAL RIGHT OF WITHDRAWAL (RETURN POLICY)

6.1 Notwithstanding the provisions of applicable law on guarantees regarding consumer goods, we are pleased to offer our Customers an additional warranty with respect to the one required by law, giving the possibility to return Products at any participating Signorvino store located in Italy (except for outlet stores and tax/duty free stores), even if the Products were not bought online and even if they are not defective.

Products returned during the exercise of the conventional right of withdrawal are hereinafter defined as “**Product Returns**”.

Product Returns must be delivered along with the sales document/purchase invoice, or if the Customer is enrolled to the Loyalty Programme, by specifying the name and surname or by showing the Loyalty Card.

The products must be returned by no later than the following terms:

- for Available Products: within 14 days after the Date of Purchase;
- for the Products@: within 14 days after the pick-up date on the part of the Customer or representative.

Provided that the requirements set out in section 6.2 are met, the Customer shall have the right to:

- replace the Product Returns with other Available Products or with other Products@;
- or
- receive a reimbursement of the price paid for the Product Returns.

If the conventional right of withdrawal is exercised, the Product Returns must be valued at the price specified in the sales document/purchase invoice, except for the expenses outlined in section 6.3.

6.2 The conventional right of withdrawal as per this section is subject to the following conditions:

- the Product Returns must be returned in their entirety, hence excluding the possibility of returning only some parts or components of them (even in case of a kit);
- the Product Returns must be delivered according to the conditions set out in section 6.2 by no later than the term specified in section 6.1;
- the Product Returns must not be used, washed, dirtied or damaged and must not have signs of use;
- the Product Returns must be returned in their original packaging with all accessories and labels (for example bottles must have their own packaging - carton boxes, tins, etc. - , they must be returned in the same packaging and products with additional labels must be included and so forth);
- Product Returns purchased with the same sales document/purchase invoice can be returned even at different times and with different delivery methods, by no later than the term specified in section 6.1;

- in the event that certain Products are purchased using specific promotions (for example 5x4, 3x2, buy X get Y free, etc.), the conventional right of withdrawal may be exercised even by returning only some Products on offer: in this case, the price of the Product Returns actually paid will be recognised as per the sales document/purchase invoice.

6.3 If the conventional withdrawal right is exercised, the Customer must pay for any ancillary expenses incurred (e.g. cost of shipment, costs of gift packaging, etc.).

6.4 The conventional right of withdrawal is excluded in the following cases:

- Customised Products;
- Gift Cards;
- 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.

7. LEGAL WARRANTY FOR NON-CONFORMING PRODUCTS

7.1 For any defects or non-conformity of the Products, there is a legal warranty of 2 (two) years for non-conforming products.

The warranty is valid on the following conditions:

- a) if a defect takes place within 2 (two) years:
 - from the date specified in the sales document/purchase invoice issued in the store in case of Available Products;
 - from the date specified in the pick-up form signed by the Customer or by a representative in case of 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.

7.2 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.

7.3 If the non-conformity of the purchased Products is ascertained, the Customer will have the right to the following at one of the chain stores, without any additional expenses:

- a) replacement of the non-conforming Products with other Products, or
- b) reimbursement of the price paid for the non-conforming product as per the sales document/purchase invoice.

7.4 The Customer will not be required to pay any costs for returning defective products.

7.5 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".

8. CONTACT

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.

9. PRIVACY STATEMENT

For more information regarding the processing of personal data, consult our Privacy Policy.

10. APPLICABLE LEGISLATION, SETTLEMENT OF DISPUTES AND COMPETENT COURT

These Conditions for In-Store Purchases are regulated and shall be interpreted pursuant to applicable laws of the place where the store is located and where the purchase was made, notwithstanding any other mandatory regulation prevailing in the country of habitual residence of the Customer. Any dispute shall be resolved exclusively by legal authorities in the place of domicile or residence of the Customer pursuant to applicable laws.

11. AMENDMENTS AND REVIEWS

These Conditions for In-Store Purchases may be changed at any time. The Customer will be required to accept the Conditions for In-Store Purchases in force at the time of the purchase of the Products. New Conditions for In-Store Purchases shall be effective as of their effective date and in relation to purchases made after said date. Any previous versions to the Conditions for In-Store Purchases may be viewed in the special section of the Website.

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