

GENERAL CONDITIONS OF ONLINE SALE

1. SCOPE OF APPLICATION

1.1. These general conditions of sale (the “General Conditions”) govern the methods and conditions of sale of the services (guided tours of the cellar and tastings) and products (selection of wines vinified by Azienda Agricola Le Fraghe) (respectively the “Services” and the “Products”) marketed by Azienda Agricola Le Fraghe di Matilde Poggi, with registered office in 37010 Cavaion Veronese (VR), Loc. Colombare , 3, Fiscal Code PGGMLD62L44L781J and VAT number 02851860235 (the “Azienda Agricola Le Fraghe”) through the website www.fraghe.it (the “Website”).

1.2. These General Conditions are effective for the individual customer who has purchased online, through the Website, the Services or Products (hereinafter, the "Customer") and form an integral and substantial part of each purchase contract stipulated between the Customer and Azienda Agricola Le Fraghe through the Website.

1.3. These General Conditions are applicable to each individual purchase of Products or Services, in accordance with the provisions of the Consumer Code (Legislative Decree 206/2005 and subsequent amendments) and Legislative Decree 70/2003 on electronic commerce. Updates to the General Conditions are effective from the date they are published on the Website and apply to purchases starting from that date. The latest updated version of the General Conditions is the one available on the Website. The Customer is invited to check the General Conditions for each purchase.

1.4. The presentation of the Products and Services on the Website does not constitute an offer to the public pursuant to art. 1366 of the Italian Civil Code, with Azienda Agricola Le Fraghe retaining full discretion in any decision regarding any purchase proposal formulated by Users of the Website.

1.5. The Customer may keep a copy of the General Conditions by downloading them in PDF format and archiving them by clicking [HERE](#). To view the PDF file of the General Conditions, it is necessary to use the free Adobe Reader (www.adobe.it) or other equivalent programs compatible with the PDF format.

2. REGISTRATION ON THE WEBSITE

2.1. In order to allow the purchase of the Services or Products, the Customer must follow the registration procedure on the Website, in which the Customer undertakes to provide their data correctly and truthfully, as well as to promptly communicate by e-mail to Azienda Agricola Le Fraghe any changes in their personal data, previously communicated. In the event of incomplete, incorrect or untrue communication of data by the Customer, Azienda Agricola Le Fraghe has the right to suspend the purchase or delivery of the Services or Products.

2.2. The online registration process is completed by entering a confidential user name (login) and password, communicated to the Customer by Azienda Agricola Le Fraghe, and required for subsequent access to the Website (the "Credentials").

2.3. Entering the Credentials is the only and sufficient means of identifying the Customer. All operations and activities performed following access to the Website with the Customer's Credentials are to be understood as having been performed by the Customer himself. The Customer is responsible

for keeping the Credentials safe and undertakes to maintain their secrecy, to guard them with due care and not to pass them on to third parties. Access to the Website using the Credentials relieves Azienda Agricola Le Fraghe of any liability towards the Customer. It follows that, in the event of theft, loss or misplacement of the Credentials, as well as unauthorized access to the Website or any other violation found, the Customer will not be able to advance any claim, request for compensation or reimbursement against Azienda Agricola Le Fraghe.

3. PRODUCTS

3.1. The characteristics of the Services are indicated on the Website and, as regards the Products, reported in the relative technical and organoleptic sheets and can be modified by Azienda Agricola Le Fraghe without notice.

3.2. The images of the Products reported on the Website are purely indicative and not binding for Azienda Agricola Le Fraghe.

4. ORDER AND ORDER CONFIRMATION

4.1. After accessing the Website, the Customer selects the Services and/or Products he/she intends to purchase, adding them to the virtual cart. For each Order, the Customer may add a maximum of 4 (four) Products to the virtual cart. Once the selection is complete, the Customer closes the virtual cart, displaying the list of selected Services and/or Products, the price and any delivery options (if available). By clicking on the virtual button "Place order", the Customer confirms the contents of the virtual cart, generating the Order that is then sent to Azienda Agricola Le Fraghe.

4.2. The Order is not binding for Azienda Agricola Le Fraghe until it has been accepted by the latter through a confirmation that will be sent online to the Customer or, without prior confirmation, through the performance of the service that is the object of the Order (the "Order Confirmation").

4.3. The availability of the Products refers to the actual availability at the time the Customer places the Order and such availability must be considered purely indicative because, due to the simultaneous presence on the Website of multiple Customers, the Products could be sold to other Customers before the Order Confirmation.

4.4. Even after the Order has been completed, Azienda Agricola LeFraghe reserves the right to vary or cancel any Services or Products, for organizational or supply reasons and the possible delivery to the Customer of a smaller quantity of Products than indicated in the Order and this cannot be considered a breach of the Azienda Agricola nor will it give the Customer the right to terminate the contract or make any claim, except for the right to reimbursement of any purchase price paid in excess by the Customer.

5. PRE-CONTRACTUAL INFORMATION FOR THE CONSUMER

5.1. Before concluding the Order, the Customer must review the characteristics of the Services and Products illustrated in the individual information sheets on the Website and relating to (i) total price, including taxes, with details of shipping costs and any other costs chargeable to the Customer; (ii) payment methods; (iii) conditions, terms and procedure for exercising the right of withdrawal (see Article 8 of these General Conditions); (iv) the information that the Customer will have to bear the

cost of returning the Products in the event of withdrawal; (v) existence of the legal guarantee of conformity of the Products (see Article 9 of these General Conditions).

6. PRICES AND PAYMENT METHODS

6.1. The Price of the Services and Products is indicated on the Website at the time of selection and is expressed in Euros (€), including VAT.

6.2. The Customer acknowledges and accepts that Azienda Agricola Le Fraghe has the right to change prices at any time without notice, it being understood that the price charged to the Customer will be that published on the Website at the time the Order is sent.

6.3. Shipping costs, as indicated in the Order and in the Order Confirmation, are the responsibility of the Customer. Any other additional costs, including VAT, will be expressly and separately indicated in the Order before the Customer proceeds to send the same, as well as in the Order Confirmation.

6.4. The Products will remain the property of Azienda Agricola Le Fraghe until the Customer has paid the purchase price, shipping costs and any other additional costs indicated in the Order.

6.5. The Customer will pay the full price of the Services and/or Products ordered, at the same time as sending the Order. Payment for the Services and/or Products can be made by credit card or Paypal. The Customer is required to indicate the payment method, among those proposed by Azienda Agricola Le Fraghe, that he intends to use.

6.6. In order to prevent fraud on the Internet, credit card payments for purchases made through the Website are managed online by the bank concerned through the tools offered by the Stripe system. Stripe is responsible for the storage and automatic processing in a protected environment of information relating to each Order, including financial information. All financial information, such as, for example, the credit card number and expiration date, are directly managed by the Stripe system, which guarantees the security of online transactions. Azienda Agricola Le Fraghe does not become aware of the credit card details and is therefore unable to archive or store them in any way.

6.7. In the event of a computer, manual or technical error or any other nature that may result in a substantial change, not foreseen by Azienda Agricola Le Fraghe, in the selling price of the Product and/or Services, making it exorbitant or clearly negligible, the Order will be considered invalid and cancelled and the amount paid by the Customer will be refunded within 14 (fourteen) calendar days of cancellation.

6.8. Any amount due to Azienda Agricola Le Fraghe is considered paid when it is credited to the bank account of Azienda Agricola Le Fraghe. The Customer is responsible for the payment methods of the price and bears the related costs.

6.9. The commercial invoice is issued only upon request of the Customer. To request it, it is necessary to write an e-mail to info@fraghe.it specifying the company name and billing address.

7. DELIVERY

7.1. The delivery times of the Products are indicated in the Order and must be considered merely indicative, therefore a delay not exceeding 30 (thirty) calendar days from the delivery date indicated

in the Order will not entitle the Customer to terminate the contract or request any compensation and/or damages.

7.2. The Products will be delivered to the postal address indicated by the Customer in the Order, by a courier appointed by Azienda Agricola LeFraghe.

7.3. Delivery is completed when the Products are made available to the Customer at the delivery address specified in the Order.

7.4. In the event of failed delivery due to the absence of the recipient at the specified address, the courier will leave a card to certify the delivery attempt. The card will indicate the contact details of the courier and be able to arrange an appointment for a new delivery. In any case, within 24 hours of the failed delivery, if the Customer has not contacted the courier to make arrangements, the courier will attempt a second delivery. If the second attempt is also unsuccessful, Azienda Agricola Le Fraghe will contact the Customer to arrange a new delivery date. If this attempt is also unsuccessful, the purchased Product will be returned to Azienda Agricola Le Fraghe with the warning that, after 30 (thirty) calendar days from the date on which the Product was returned to Azienda Agricola Le Fraghe, the sales contract with the Customer will be considered terminated and the Order cancelled.

7.5. In the event of an Order cancelled pursuant to the previous paragraph, Azienda Agricola Le Fraghe will refund the total amount paid by the Customer, minus the costs of unsuccessful delivery of the Product, the costs of returning the Product to Azienda Agricola Le Fraghe and any storage costs. The termination of the contract and the indication of the amount of the refund due to the Customer, as well as the amount of the costs to be paid by the Customer will be communicated to the latter via email. The amount of the refund due to the Customer will be credited to the payment method used by the Customer to purchase the Products ordered.

7.6. The Customer is responsible for checking the conditions of the Product delivered to him. In the event that the packaging of the Product delivered to the Customer shows obvious signs of tampering or alteration, the Customer must promptly notify Azienda Agricola Le Fraghe by email to info@fraghe.it.

8. RIGHT OF WITHDRAWAL

8.1. The Customer has the right to withdraw from the purchase without any penalty and without specifying the reason, within the term of 14 (fourteen) calendar days starting from the date of delivery of the Products purchased by the Customer. In the case of multiple purchases made by the Customer with a single Order and delivered separately, the term of 14 (fourteen) calendar days starts from the date of receipt of the last Product.

8.2. The cancellation of the reservation of the Service (visit to the cellar) purchased by the Customer will be possible, without penalty up to 48 hours from the day scheduled for the visit indicated in the Order. Cancellation and/or failure to participate beyond the aforementioned deadline will entail the right of Azienda Agricola to retain the entire amount paid by the Customer, for which any right to reimbursement and/or compensation is excluded.

8.3. The essential condition for exercising the right of withdrawal is the substantial integrity of the Product to be returned. The Products, therefore, must not have been damaged or altered in any way.

8.4. The Customer may also exercise his/her right of withdrawal by means of an explicit declaration containing his/her decision to withdraw from the contract, to be sent by registered letter with return receipt, or, alternatively, by sending the standard withdrawal form, in Annex I, Part B, of Legislative Decree 206/2005 (the completion of which is not mandatory) whose content is reported below: Standard withdrawal form (complete and return this form only if you wish to withdraw from the contract) Azienda Agricola Le Fraghe di Matilde Poggi, with registered office in 37010 Cavaion Veronese (VR), Loc. Colombare,3, Fiscal Code PGGMLD62L44L781J, VAT number 02851860235 email:info@fraghe.it I/we (*) hereby notify the withdrawal from my/our (*) contract of sale of the following goods (*) Ordered on (*) received on (*) Name of the consumer(s) Address of the consumer(s) Signature of the consumer(s) (only if this form is sent in paper version) Date (*) Delete the wording not used.

8.5. The Customer who intends to exercise the right of withdrawal must (i) send to Azienda Agricola Le Fraghe the request for the return form via the email address: info@fraghe.it (ii) fill in the return form, entering all the requested data and specifying the items that are to be returned and send it again to Azienda Agricola Le Fraghe via email to the address info@fraghe.it; (iii) arrange, within and no later than 14 (fourteen) calendar days from the day on which the Customer communicated the intention to withdraw from the contract, the shipment of the purchased Products, perfectly intact and sealed, appropriately protected and packaged in the original packaging.

8.6. The completed and signed return form must also be included in the original shipping box to be sent to the following address: info@fraghe.it .

8.7. The direct costs of returning the Products following the Customer's withdrawal are borne by the Customer.

8.8. In accordance with art. 56 of the Consumer Code, without prejudice to the right to verify compliance with all of the above, Azienda Agricola Le Fraghe will proceed, as quickly as possible, and, in any case, within 14 (fourteen) calendar days from the day on which Azienda Agricola Le Fraghe is informed of the Customer's decision to withdraw from the contract, to reimburse the sums paid by the Customer for the purchase of the Products subject to withdrawal. The amount of the reimbursement will be communicated to the Customer via email and credited to the same means of payment used for the purchase of the Products. The value date of the reimbursed amount will be the same date of the debit.

8.9. Azienda Agricola le Fraghe may suspend the reimbursement of the amount paid by the Customer for the purchase of the Products subject to withdrawal until the Products ordered by the Customer are returned.

9. LEGAL WARRANTY

9.1. The Products sold through the Website are covered by the legal guarantee provided for by the Consumer Code, as compatible with the nature of the Products themselves.

9.2. The Customer is required to examine the Products upon delivery and, in the event of a fault and/or defect, must report it, under penalty of forfeiture, in writing, within 8 (eight) days from the

date of delivery of the Products. In the event of justified complaints, Azienda Agricola LeFraghe will, at its sole discretion, replace the Product or refund the Customer the price paid.

10. LIABILITY Except in the case of fraud and gross negligence, in no case may Azienda Agricola Le Fraghe's liability exceed the Price paid by the Customer for the Product purchased.

11. FORCE MAJEURE

11.1. Azienda Agricola Le Fraghe cannot be held responsible for the failure or delay in fulfilling the obligations set out in the General Conditions if due to events of force majeure.

11.2. The performance of the obligations of Azienda Agricola Le Fraghe pursuant to the General Conditions will be considered suspended for the period in which the Force Majeure Events occur.

11.3. If the Force Majeure Event continues for more than 60 (sixty) calendar days, Azienda Agricola Le Fraghe may withdraw from the purchase contract by giving written notice to the Customer and returning any amounts already received, with the exclusion of any further reimbursement, compensation or compensation of any kind in favor of the Customer.

12. APPLICABLE LAW AND JURISDICTION

12.1. The General Conditions and the Contract are governed by Italian law.

12.2. Any dispute relating to the application, execution, interpretation of these General Conditions is devolved to the jurisdiction of the Court of the place where the Customer resides or has elected domicile, if located in the territory of the State.

12.3. In any case, it is possible to optionally resort to the mediation procedures referred to in Legislative Decree 28/2010, for the resolution of any disputes arising in the interpretation and execution of the General Conditions.

☐ I have read and accept the General Conditions

☐ Pursuant to and for the purposes of art. 1341 of the Italian Civil Code, I declare that I have understood and fully approve the following clauses: 4.4 Modification or cancellation of the Order; 7.1 Delay in delivery of the Products; 10 Liability; 11 Force Majeure.

☐ I have read the [Privacy Policy](#) and consent to the processing of my personal data for the execution of the Contract