

# **General Terms and Conditions (GTC) Poderi Sori AG for Private Customers**

## **1. Scope of application**

These General Terms and Conditions (hereinafter referred to as "GTC") form an integral part of every contractual relationship between Poderi Sori AG (hereinafter referred to as "Poderi Sori") as seller and operator of the website [www.poderisori.com](http://www.poderisori.com) (hereinafter referred to as "homepage") and the buyer of products offered on this website (hereinafter referred to as "products").

## **2. Offer**

The offer is visible on the Homepage and is non-binding. We reserve the right to make price and product range changes as well as technical changes. The product offers are only valid as long as they are visible on the homepage and as long as stocks last. Product information such as content details, images, etc. are mainly for illustrative purposes and are non-binding.

Poderi Sori restricts deliveries to the territory of Switzerland. Delivery to other countries is only offered after special agreement and plus the effective delivery costs as well as possible customs duties and fees. The delivery will be made directly to the delivery address and contact person given by the customer.

## **3. Conclusion of contract**

On the homepage, the buyer submits a legally binding offer to conclude a contract by sending his order and simultaneously accepting these GTC. The conclusion of the contract takes place at the moment the buyer receives an order confirmation by e-mail from Poderi Sori.

## **4. Modification and cancellation of orders**

Subsequent changes as well as a cancellation of the order can be communicated by e-mail ([barolo@poderisori.com](mailto:barolo@poderisori.com)). The same price and shipping conditions apply to the changes. However, changes and cancellations are only possible within 48 hours of receipt of the order confirmation.

## **5. Payment**

The currently valid prices (incl. VAT) are indicated on the homepage. Delivery costs will be charged separately and additionally.

Poderi Sori reserves the right to change prices at any time, but this will not affect products already ordered. Payment of the ordered products by the buyer shall be made by TWINT, credit card or cash in advance. Discounts will not be accepted.

## **6. Delivery**

Poderi Sori limits deliveries to the territory of Switzerland. Delivery to other countries is only offered after special agreement and plus the effective delivery costs as well as possible customs duties and fees. The delivery is made directly to the delivery address and contact person given by the customer.

The delivery costs depend on the place and scope of delivery.

The buyer can also pick up his order at Poderi Sori's headquarters after prior consultation by e-mail ([barolo@poderisori.com](mailto:barolo@poderisori.com)) or indication in the order form.

The risk is transferred to the buyer when the goods are dispatched. Information about availability and delivery times are not binding, unless they are confirmed in writing by the seller. Provided that the goods are in stock, delivery will normally be made on working days within 5 days.

## **7. Warranty**

The warranty period for hidden defects is two years from handover or delivery of the products. This applies in particular to wines on tap. Tap wines will be replaced within the warranty period upon request, provided that Poderi Sori is given the opportunity to detect/reconstruct the defect as well.

Apart from this, the buyer is not entitled to any warranty rights. Poderi Sori's contractual and non-contractual liability is excluded in its entirety to the extent permitted by law. In particular, Poderi Sori is not liable for any personal injury and/or financial loss. In any case the warranty and liability of Poderi Sori is limited to the price of the products concerned.

## **8. Protection of minors**

**The customer assures that he is authorised to conclude the contract according to the applicable law, and in particular that he is at least eighteen (18) years old.**

## **9. Data protection**

The buyer expressly agrees that his data may be used for sending e-mail advertisements/newsletters/invitations sent by Poderi Sori. The buyer further agrees that his data may be processed for order processing and statistics. Any further use or disclosure is excluded. The buyer can at any time request the deactivation of the sending of e-mail advertising/newsletter invitations or the deletion of his data by e-mail ([barolo@poderisori.com](mailto:barolo@poderisori.com)).

## **10. Final clauses**

Poderi Sori expressly reserves the right to adapt these General Terms and Conditions (GTC) at any time to the circumstances and to apply them immediately.

Poderi Sori is entitled to involve third parties for the provision of services.

Should any provision of these GTC be or become invalid or void, this shall not affect the validity of the remaining provisions. In the event of the invalidity or nullity of a provision of the contract, it shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision.

In the event of disputes, Swiss substantive law shall apply exclusively. The place of jurisdiction and performance is Zurich (Switzerland).