

POLICY FOR THE PURCHASING OF GOODS AND SERVICES AND PARTICIPATION IN PROJECTS

For any matters that are not regulated by this agreement, the Portal Terms and Conditions of Use shall apply.

1 Definitions

“Producer” means the company manufacturing and selling artisanal oenological products also through purchasing groups or flash sales and organising initiatives or projects relating to the wine sector, such as winemaking experiences, experimentation of new crops or rediscovery of old ones, etc. The Producer publishes, describes and sponsors the above mentioned activities in the Portal.

“Customer” means the User using the Portal www.thewinefathers.com to buy the products offered by the Producers.

2 Customer-Producer relationship

Each agreement relating to the sale of goods also through purchasing groups or flash sales as well as the organisation and execution of projects shall be understood as concluded directly between the Producer and the Customer.

3 Purchasing Terms

The purchasing process includes the following steps:

- Items are added to the cart and the desired quantity is selected;
- The Customer must login or register to the website and accept the Portal Terms and Conditions of Use (at this point acceptance of the terms and conditions of use is required to continue);
- The delivery address is selected or entered;
- The Order Summary is displayed;
- The Customer confirms the order by pressing the “Submit order and pay” button;
- The Customer is redirected to the PayPal website to complete the order while availability of funds is checked (according to the selected payment method);
- The Customer is redirected to the website www.thewinefathers.com where receipt of the order is confirmed. An email confirmation is finally sent to the Customer;
- The Producer confirms his/her ability to fulfil the order and The Winefathers sends an order confirmation email to the Customer. The payment is automatically processed.

Payment by bank transfer is also available. If the customer selects this payment option, s/he will not be redirected to the PayPal website but s/he will need to make a bank transfer to The Winefathers’ account. Upon receipt of the payment, The Winefathers will send the order confirmation to the Customer.

4 Prices

All prices of the products displayed in the Portal are expressed in Euros and are inclusive of VAT and any additional taxes.

Any applicable shipping costs not included in the purchase price are provided and calculated during the purchasing process before submission of the order by the customer and they are finally displayed in the Order Summary webpage.

5 Availability

The Producer undertakes to process and fulfil the orders without delay. To this aim, the Producer regularly reports to The Winefathers the number of available and unavailable products as well as the relevant delivery time. The order confirmation email is sent to the Customer by The Winefathers prior to the actual delivery of the items by the Producer.

In the event that an order exceeds the available quantity in stock, the Producer shall notify The Winefathers, which shall cancel the order and inform the Customer of said cancellation without charging him/her for the order.

6 Contract confirmation

The Producer shall provide the Customer with the confirmation of the contract concluded on a durable medium upon delivery of the goods or prior to the execution of the service.

7 Projects

Participating in the projects with the payment of the fee allows the Customer to get a "virtual kinship" with the Producer.

Each "degree of relationship" (winecousin, wineuncle, winebrother, winefather) includes one or more rewards explicitly detailed by the Producer, such as limited edition wines, gadgets, educational material or leaflets, participation in the grape harvest, wine tastings, dinners, etc.

The certificates of winecousin, wineuncle, winebrother and winefather are sent via e-mail directly from The Winefathers within 15 working days from the acquisition of the relationship by the Customer.

Goods that have to be supplied by the Producer are shipped within 15 working days after the termination of the project. The date of termination of the project is written in the presentation of the project. Mode and timing for the supply of services such as dinners, tastings, accommodation, etc. have to be agreed between the Customer and the Producer.

Every good or service provided by the Producer as consideration for membership is limited to what is expressly stated in the presentation of the project: travel, transfers, accommodation, insurance, etc. are under the responsibility of the Customer unless otherwise agreed upon.

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The Customer is required to check directly with the Producer for availability of places for dinners, tastings, accommodation, training and in general the Customer must agree with the Producer on the possible dates for all activities involving planning.

The participation of the Customer in harvest or other activities related to the production of wine is bound to the natural cycle of ripening of the grapes and the processing time and curing of the product and can only be done at certain times of the year.

The Producer may constrain certain actions to the participation of a minimum number of people, which is specifically mentioned on the project page.

8 Support Campaigns

For each project submitted by the Producers, you will be able to obtain the status of “virtual relative” (as set out in paragraph “Projects and Membership”) or that of “producer’s friend/”winefriend” (as set out in this paragraph called “Support Campaigns”).

In the latter case the Website promotes campaigns for the raising of funds in the form of donations to support one or more Producers’ initiatives. Unlike the provisions for the Projects or Membership mentioned in the previous paragraph, the contribution by the User/Customer is not in the form of a price payment and it does not entitle to obtain the “virtual relative” status but only the “producer’s friend” (“winefriend”) status. As a result, such contribution does not entail any obligation for the Producer to give a prize/goods or any other benefits to the User. Any small gadgets or gifts of low value given by the Producer shall be solely regarded as a symbolic expression of gratitude. In this framework, the website of The Winefathers serves solely as a link between the contribution given by the User by way of a donation to support a given Project and the Producer who wants to implement it; therefore, such donation does not result in any relationship between The Winefathers and the “winefriends”. Through his/her donation, the User/”winefriend” DOES NOT acquire any proprietary rights or rights in rem in respect of the Project being supported nor any right to the economic exploitation thereof, intellectual property rights or rights related to patents and trademarks. Furthermore, the User/”winefriend” DOES NOT acquire any right to take part in the business of the Producer. For the service The Winefathers retains a fee on the sum agreed with the Producer.

9 Right of withdrawal

Pursuant to Article 64 and seq. of Legislative Decree No. 206/2005 and its subsequent amendments, if the Customer is a consumer (viz. a natural person who purchases an item for purposes not related to his/her professional/entrepreneurial activity; or s/he does not make the purchase specifying, in the order form, a VAT No. reference), s/he is entitled to withdraw from the purchase agreement for any reason whatsoever, without any penalty, except as specified below.

To exercise said right, the Customer shall send a formal request to the Producer by registered post with acknowledgement of receipt within 14 working days from the goods receipt date or by certified email.

In the event of multiple items being purchased with a single order or items being divided in batches, the term starts from the delivery of the last item.

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Once *the Producer* receives the registered letter or certified email, s/he shall send an email to the Customer authorising the return shipment to his/her premises within 10 days.

For any information about the Producer, visit the dedicated page on the website www.thewinefathers.com.

The right of withdrawal is subject to the following binding conditions:

- the right applies to the product purchased in its entirety; it cannot be exercised on a part of the product purchased (for instance, accessories, gadgets, etc.);
- the right does not apply to transactions (also with multiple deliveries) whose value is lower than 50.00 EUR;
- the right does not apply to service contracts after the service has been fully performed if the performance has begun with the Consumer's prior express consent and with the acknowledgement that s/he will lose his/her right of withdrawal once the contract has been fully performed by the Producer;
- the right does not apply to the supply of goods and services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Producer and which may occur within the withdrawal period;
- the right does not apply to the supply of goods made to the consumer's specifications or clearly personalised;
- the right does not apply to the supply of goods which are liable to deteriorate or expire rapidly;
- the right does not apply to the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- the right does not apply to the supply of goods which are, after delivery, by their nature, inseparably mixed with other items;
- the right does not apply to the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the Producer;
- the right does not apply to the supply of sealed audio or video recordings or sealed computer software which were unsealed after delivery;
- the right does not apply to the provision of accommodation other than for residential purposes, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- the right does not apply to the supply of digital content which is not provided on a tangible medium if the performance has begun with the Consumer's prior express consent and his acknowledgement that he thereby loses his/her right of withdrawal.
- the good purchased must be returned intact and in its original packaging, complete in all its parts (including packaging and any ancillary documentation and equipment); to limit damage to the original package, we recommend, whenever possible, to put it in a second box featuring the reference code or the code provided by the Producer in the email authorising the return shipment. In all cases, affixing of labels or adhesive tapes directly onto the original product packaging should be avoided;

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- the good subject to the exercise of the right of withdrawal must be returned in good condition, thus proving that it was stored with due care: we shall not accept products that have been used, even only in part, or products showing signs of damage or dirt and that are therefore no longer intact;
- the good subject to the exercise of the right of withdrawal must have the same serial number as indicated on the relevant invoice; if the good features a serial number other than the one on the invoice, the return won't be accepted and the item will be shipped back to the Customer at the Customer's expense while the withdrawal request will be cancelled.

Until delivery of warehouse receipt by the Producer, the shipment is under the sole responsibility of the Customer. In the event that the product is damaged during transportation, the Producer shall promptly notify the Customer (within 5 working days after receipt of the good in the warehouse) so that s/he can timely file a complaint against the carrier and obtain a refund of the item price (if covered by insurance); in this case, the product will be made available to the Customer for its return and the withdrawal request will be cancelled. The Producer is not in any way liable for any damage or theft/loss of goods returned via an uninsured delivery. The Customer shall bear the direct expenses for the return delivery if, upon exercise of the right of withdrawal, the delivery of the good has already occurred.

The Producer shall refund the whole amount already paid by the Customer within the shortest possible time and in any case within 30 days after the date of receipt of the withdrawal notice, upon receipt of the product in question, by transfer of the amount charged on the Credit Card or by Bank Transfer. In the latter case, the Customer shall promptly provide the bank details for the refund.

The right of withdrawal cannot be exercised when the essential condition of product integrity (intended as the integrity of the package and/or its content) is not fulfilled and when the Producer ascertains that:

- the external package and/or the internal original package is missing;
- integral parts of the product are missing or anomalies are detected;
- the product has been damaged and such damage is not ascribable to its transportation;
- the product is in a dirty state due to its use, which has compromised its integrity.

10 Warranties

All products sold on the Portal www.thewinefathers.com are covered by the Producer's conventional warranty and the 24-month warranty for nonconformity according to Legislative Decree 24/02.

In order to apply for an intervention under Warranty, the Customer must keep the PDF invoice received via email. The Producer's conventional warranty is provided according to the terms set out in the accompanying product documentation.

Pursuant to Legislative Decree 24/02, the 24 month-warranty shall apply to any product showing a lack of conformity, provided that said product has been used properly, in accordance with its intended purpose and the instructions given in the accompanying technical documentation. This warranty applies solely to the Customer as a private consumer (viz. a natural person who purchases a product for purposes not

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related to his/her professional activity; or s/he does not make the purchase specifying, in the order form, a VAT No. reference).

In case of nonconformity, the Producer shall restore product conformity by repairing/replacing the product or s/he shall take measures such as granting a price reduction up to and including termination of the contract.

The Customer shall ship the product to the Producer's registered office.

For any information about the Producer, visit the dedicated page on the website www.thewinefathers.com.

In the event that, for any reason whatsoever, the Producer is unable to return an item covered by warranty (either as restored or replaced), the Producer may, at his/her sole discretion, refund the entire amount paid or replace the item with another item of equal or greater value. If the defect cannot be classified as a lack of conformity in accordance with Legislative Decree 24/02, the Customer shall be charged for the relevant verification and restoration costs as well as any transport costs incurred by the Producer.

In the event that a product other than the item ordered has been delivered to the Customer, the Producer shall replace the product delivered erroneously with the product which was actually ordered by the Customer. In such case, the Customer shall promptly notify the Producer by email, fax or phone, explaining the issue and providing documentary evidence in the form of photographs. The Producer shall give the necessary instructions for the replacement and return of the item delivered erroneously. In the event that the requested item is not available, the Producer shall credit back the amount paid or deliver another item having a value equal to the one ordered by the Customer. The product that was erroneously sent must be returned intact with sealed original packaging and appropriate external packaging to avoid any damage during transportation. If the returned product shows signs of damage and if its original packaging was unsealed, the replacement process cannot be initiated.