

**Terms of Service**  
**La Dolce Italia GbR**  
**(Version: October 2017)**

## **1. General, scope**

**1.1** These General Terms and Conditions („GTC“) apply to all our (La Dolce Italia GbR consisting of the shareholders Olinto Bergamaschi and Stefan Müller, Kanzlerstrasse 21 in 96328 Küps) business relations with our customers. Our terms and conditions apply both to entrepreneurs, legal entity of public law and public law special assets as well as to consumers. Insofar as and / or insofar as regulations in these GTC apply only to a specific clientele (contractor or consumer), this is indicated in the corresponding regulation.

A **Customer** is any natural person who concludes the contract for a purpose that can not be attributed to either their commercial or their independent professional activity (§ 13 BGB);

**Entrepreneur** is a natural or legal person or a legal partnership that acts in the execution of a legal transaction in the exercise of their commercial or independent professional activity (§ 14 BGB).

**1.2** These terms and conditions apply in particular to contracts for the sale and delivery of goods („*goods*“). These terms and conditions apply, subject to an individual other agreement, in the version valid at the time of the respective order of the customer as a framework agreement for similar future contracts, without us having to refer to them again in each individual case. The currently valid version of our terms and conditions can be viewed and downloaded at any time on our homepage (<http://www.ladolceitalia.de>). At the request of the customer, we will also send the terms and conditions.

**1.3** Our terms and conditions apply exclusively. Divergent, conflicting or supplementary conditions of the buyer or third parties shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example, even if, in knowledge of the customer's terms and conditions, we unconditionally carry out the delivery to him or refer to a letter which was accompanied by the conditions of the customer or a third party or in which such reference was made.

**1.4** In individual cases, individual agreements made with us by the customer shall in any case take precedence over these GTC. Such agreements must be made in writing in order to be effective (in particular e-mail / fax). Verbal and telephone agreements require the express at least textual confirmation by us to be effective.

**1.5** Legally relevant declarations and advertisements which are to be submitted to us by the customer after the conclusion of the contract (for example, setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing in order to be valid.

## **2. Conclusion**

**2.1** Our product offers (eg on the Internet, in catalogs, on flyers, in advertisements, etc.) are subject to change and non-binding, they should only give interested persons an insight into our product range.

**2.2** The offer to conclude a contract is made by an order of the customer. This order can be made verbally, by phone or in any other form. From receipt of the order with us, this order constitutes a legally binding offer of the customer to conclude a purchase contract. The customer is bound by his order for two weeks.

**2.3** Acceptance of the contract offer by us may be declared either in writing (for example by order confirmation), in which case notification by e-mail or fax is sufficient, or by delivery of the product to the customer. In any case, we will inform the customer of any rejection of the offer explicitly and immediately, at the latest within one week from receipt of the order by us. For orders with delivery destination abroad, the provision in no. 4.2 of these terms and conditions for the conclusion of the contract.

**2.4** If we divulge to the customer on his contract offer changed conditions, under which we would make a contract conclusion, with this our notification is as a rejection of the offer of the customer and at the same time as a new offer from us on the conclusion of a contract. We are bound by this offer for one week from receipt of this offer to the customer. Within this period, the customer, if he wants to accept the offer, this in writing (e-mail or fax sufficient). If the customer in turn agrees to changed conditions, this shall in turn be considered a new offer by the customer to us for the conclusion of a contract.

### **3. Prices, shipping costs, payment**

**3.1** The prices are valid at the time of the order of the customer. Our prices are in EURO and include the respective VAT (currently 7% and 19%), as well as the sparkling wine tax and usual packaging. The shipping costs will correspond separately to the regulation in no. 3.2 of these terms and conditions.

**3.2** For shipments within the Federal Republic of Germany, we charge shipping fees, which depend on the weight of the consignment are staggered as follows and in addition to the specified product prices are to be paid:

up to 5 kg	6,99 €
up to 10 kg	9,49 €
up to 20 kg	16,49 €

When shipping abroad (all countries outside the Federal Republic of Germany), the applicable shipping costs including any customs duties will be charged. These costs will be communicated to the customer as part of our acceptance of the contract offer.

**3.3** In the event of a return shipment due to faulty address information provided by the customer, we will charge return freight costs incurred as well as a lump-sum processing fee of EUR 5.00. Any additional costs due to return debit notes will be charged to the customer separately.

**3.4** For customers who have concluded the contract as a consumer (Item 1 of these GTC), our invoices are generally payable within 14 days of receipt of the invoice due.

For customers who conclude the contract as a entrepreneur, legal person governed by public law or special fund under public law (para. 1 of these terms and conditions), our invoices are generally settled within 14 days. Days from receipt of invoice due for payment.

In any case, we reserve the right to demand from our customers in individual cases advance payment in the amount of up to 80% of the forthcoming invoice amount.

### **4. Delivery, transfer of risk**

**4.1** Unless otherwise agreed, the delivery will be made to the delivery address specified

by the customer. If the customer does not specify a separate delivery address, delivery will be to the billing address.

**4.2** Our delivery time is usually one week from receipt of order. If a supplier fails to deliver to us incorrectly and / or in time without us being at fault, we shall be released from our obligation to deliver our goods to our customer on time and in full. For these cases, we reserve the right to make partial deliveries of orders. For partial deliveries, the customer only has to bear the shipping costs that would have been incurred in the case of the total delivery of the ordered goods.

**4.3** If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the resulting damage, including any additional expenses. Further claims are reserved.

**4.4** In principle, deliveries by us abroad are possible. For these, the delivery times according to para. 4.1 of these terms and conditions but not, but it must be agreed separately and individually, at least in writing (e-mail, fax) between us and our customer according to the particular case. In this case, a contract between us and the customer only comes about when an agreement on the delivery time has been made.

**4.5** The risk of loss and deterioration of the goods is, when the goods are shipped, transferred from us to the buyer at the moment in which the goods were handed over to the forwarding agent or the transport company commissioned with the shipment. When the goods are picked up by the customer, the risk of accidental loss and deterioration of the goods passes to the customer when the goods are handed over. If the customer does not pick up the goods at the agreed time, the aforementioned risk is transferred to the customer in the moment in which the goods were provided by us for pickup according to the order.

## **5. Warranty, liability and limitation of liability**

**5.1** If and insofar as there is a material defect in our goods at the time of the transfer of risk, the warranty claims are in accordance with the law, with the following provisos:

**5.2** If the affected customer is an *consumer* (clause 1 of these GTC), the statutory provisions and claims for defects become statute-barred two years after delivery of the goods to the customer.

**5.3** If the affected customer is an *entrepreneur* (clause 1 of these GTC), the customer shall be obliged to immediately notify the customer of the delivered goods upon receipt of any visible defects to check their condition. Warranty claims of the customer due to obvious defects are excluded if the defects were not reported to us immediately or within a period of one week after receipt of the goods in text form (e-mail or fax). In the case of non-obvious defects warranty claims of the customer are excluded if they were not reported / reported to us immediately, at the latest within a period of one week after discovery by the customer in writing (e-mail or fax). Incidentally, warranty claims of customers who have not concluded the contract with us as a consumer become statute-barred one year after receipt of the goods.

**5.4** With wine, sparkling wine, punch, liqueur. Oils and vinegar make natural excretions such. As crystals, tartar, vinegar, sedimentation or separation of liquids and natural turbidity no deviations from the contractually provided scope of performance and thus no defects.

**5.5** We are fully liable for damages due to intent or gross negligence on our part.

**5.6** A liability for simple negligence by exists only in case of damage from injury to life, limb or health as well as in violation of a contractual obligation, the fulfillment of which allows the proper execution of the contract in the first place or whose breach endangers the achievement of the purpose of the contract and their Compliance with the customer

regularly familiar (cardinal obligation). In the case of a negligent breach of cardinal obligations, the liability is limited to typical and foreseeable damages.

A legal liability irrespective of strict liability (eg according to the Product Liability Act) and liability for any assumption of a guarantee remains unaffected.

**5.7** Our legal representatives, employees and vicarious agents are not liable any more than we ourselves.

We are not the manufacturer of the goods offered for sale unless expressly stated. The product packaging and related documents may contain information that goes beyond and / or differs from what we have provided. We therefore recommend that you do not rely solely on the information that is displayed on us, but always carefully read through the labels, warnings and instructions that come with the goods before using the goods. All the more so, you should have intolerances and / or allergens.

## **6. Youth Protection Act**

In accordance with the provisions of the Youth Protection Act, we do not sell and ship alcoholic beverages or food to children and adolescents under the age of 18. We reserve the right to check the age of majority. The customer is obliged to ensure that only he or one or more persons authorized by him to accept the delivery accept the delivery of goods. The customer indemnifies us from claims of third parties arising from the breach of this obligation.

## **7. Right of Withdrawal**

### **7.1 Cancellation**

#### **Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods. To exercise your right of withdrawal, you must contact us (La Dolce Italia GbR, Kanzlerstrasse 21, 96328 Küps, email: info@ladolceitalia.de) by means of a clear statement (eg a letter sent by post or e-mail) You may use the model withdrawal form below, which is not required, and you will be promptly notified (eg by e-mail) of your decision to withdraw from this contract. In order to comply with the withdrawal period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the cancellation**

If you withdraw from this Agreement, we have selected all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer have to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You have the goods immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract, to La Dolce Italia GbR, Kanzlerstrasse 21, 96328 & nbsp; Küps, to send back or to hand over. The deadline is met if you send the goods before the deadline of fourteen days. You bear the immediate costs of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of

value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

### **End of revocation**

#### **7.3 Model withdrawal form**

If you want to cancel the contract, you can fill out this form and send it back to us:

E-Mail: info@ladolceitalia.de

La Dolce Italia GbR, Kanzleistraße 21, 96328 Küps

- I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase of the following goods (\*)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-Ordered on (\*) received on (\*): \_\_\_\_\_

- Name of the consumer (s): \_\_\_\_\_

- Address of the consumer (s): \_\_\_\_\_

Signature of the consumer (s)

Date / Place

(\*) Please delete as appropriate

#### **End of sample withdrawal form**

#### **7.4 Exclusion of the right of withdrawal**

The above right of revocation exists only if you have concluded the distance contract as a consumer. A consumer is any natural person who concludes a legal transaction for a purpose that can not be attributed to their commercial or self-employed professional activity.

Even with consumers, the right of withdrawal does not apply to distance contracts:

- to supply goods that are made to customer specifications or clearly tailored to personal needs or that are not suitable for their return due to their nature or can spoil quickly or whose expiration date would be exceeded,

- for the supply of audio or video recordings or software, provided that the supplied data carriers have been unsealed by the consumer, or

- for the delivery of newspapers, periodicals and magazines, unless the consumer has made his contract by telephone.

## **8. Simple retention of title**

We reserve the ownership of the delivered goods until the fulfillment of all due claims by the customer, which are due to us for every legal reason now or in the future (reserved goods). The customer may no longer dispose of the reserved goods. In the event of breach of contract by the customer - for example, in case of default of payment - we are entitled to withdraw from the contract and to demand the retention of title.

## **9. Extended retention of title for contracts with entrepreneurs**

If the customer is an entrepreneur, i. a natural or legal person or a legal partnership, which acts on the conclusion of the contract in the exercise of their commercial or independent professional activity, the customer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, the customer hereby assigns to us in the amount of the final invoice amount (including VAT) of the claim from us any claims arising from such resale, whether this occurs before or after any processing of the goods delivered under retention of title. Without prejudice to our right to collect the claim ourselves, the customer remains authorized even after assignment to collect the claim. In this context, we undertake not to collect the claim as long as and to the extent that the customer meets his payment obligations, no petition for opening insolvency or similar proceedings on the assets of the customer or rejected for lack of assets and there is no suspension of payments. If this is the case, however, we can demand that the customer notify us of the assigned claims and their debtors, provide all information necessary for collection, hand over the related documents and notify the debtors of the assignment.

## **10. Data protection**

**10.1** All personal data provided by the customer during the ordering process (such as title, name, address, date of birth, e-mail address, telephone number, bank details) will only be used in accordance with the provisions of German data protection law (in particular in accordance with the provisions of the Federal Data Protection Act and the Telemedia Act). collect, store, use and, if necessary, pass it on to third parties. We use the data provided by you to fulfill and process your order.

**10.2** The personal data, insofar as these are required for the establishment, content or alteration of the contractual relationship (inventory data), are initially used exclusively for the settlement of the sales contract concluded between us and the customer, for example for the delivery of goods to the address specified by the customer. For this purpose, the data will be passed on to logistics companies, if necessary. In addition, your data, if necessary, for the recovery of outstanding claims to one of us hereby charged collection agency or a law firm. When registering for the newsletter, your e-mail address will be used for your own advertising purposes until you unsubscribe from the newsletter. The deregistration is possible at any time.

**11. Final provisions, alternative dispute resolution pursuant to Art. 14 para. 1 ODR-VO and § 36 VSBG**

**11.1** For the conclusion of these Terms and Conditions, the law of the Federal Republic of Germany shall apply exclusively, excluding the UN Sales Convention. This also applies if ordered from a country other than Germany or delivered to a country other than Germany.

**11.2** Place of performance for all contractual obligations is our registered office (Küps).

**11.3** Is the customer *merchant i.S.d. German Commercial Code, legal entity under public law or a special fund under public law* exclusively and internationally is the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship at our place of business in Küps. The same applies if the buyer is an entrepreneur i.S.v. § 14 BGB is. However, in all cases, we are also entitled to bring action at the place of performance of the delivery obligation in accordance with these GTC or a priority individual agreement or at the general place of jurisdiction of the customer. Priority laws, especially exclusive jurisdictions, remain unaffected.

**11.4** Should one or more provisions of these Terms and Conditions be or become ineffective, this shall not affect the validity of the remaining provisions.

**11.5** The European Commission provides a platform for online dispute resolution (OS), which can be viewed at <http://ec.europa.eu/consumers/odr/>. We are not obligated and unwilling to participate in a dispute settlement procedure before a consumer arbitration board.