



## GENERAL CONDITIONS OF SALE

Effective from 05/10/2020

### Premises:

These General Conditions of Sale govern the offer and sale of products on this website [www.laleccia.it](http://www.laleccia.it).

The products marketed on the Site, bottles of wine and sparkling wine are offered and sold by FATTORIA LA LECCIA SOCIETÀ AGRICOLA A R.L. with registered office in 50129 Florence, in Via Lorenzo Il Magnifico no. 14, C.F.C./VAT and Company Register FI IT 05451040488 - R.E.A. FI n. 547829 – share capital of € 10.500 i.v.- Subject to coordination and coordination of the sole shareholder Sammontana Finanziaria s.r.l. (hereinafter referred to as "Fattoria La Leccia" or the "Owner").

Before proceeding with the purchase of products online, the user is required to read carefully and accept these General Terms and Conditions of Sale that Fattoria La Leccia puts at his disposal in the "*General Terms and Conditions of Sale*" section and which he is allowed to store and reproduce, as specified below.

In any case, you are kindly requested to read the Terms of Use of the Site, the Information for Consumers and those provided pursuant to the so-called GDPR for the processing of personal data, as well as the Cookie Policy, which can be consulted at the links:

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website\\_terms\\_use.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website_terms_use.pdf)

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf)

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf)

<https://www.laleccia.it/en/cookie-policy.html>

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### 1. DEFINITIONS, SUBJECT MATTER AND SCOPE.

1.1 **Definitions.** In these General Conditions, the terms given with capital letters, singular or plural, shall have the meaning indicated below, unless a different meaning is stated:

- "Consumer Code": Legislative Decree no. 206 of 6 September 2005, and subsequent amendments and additions, as effective at the date of publication of the General Conditions;
- "General Conditions of Sale" or "General Conditions" only: these General Conditions for the sale of Products on the Site, which constitutes a distance contract governed by Chapter I, Title III (Articles 45 et seq.) of the Consumer Code and Legislative Decree no. 9 April 2003, no. 70, containing the regulation of electronic commerce (for the conditions of use of the Site and access to the Platform,



please also refer to the Terms of Use of the Site, available at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website\\_terms\\_use.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website_terms_use.pdf);

- "Order Confirmation": the Order confirmation statement issued by the Owner, according to the General Conditions;
- "Consumer": according to art. 3, paragraph I, letter a) of the Consumer Code, the physical persons who, in relation to the purchase of the Products, act for purposes unrelated to the entrepreneurial, commercial, professional or artisan activity eventually carried out and who use the Platform, in a personal capacity, according to the Terms of Use;
- "Credentials": Username and password, which, at the time of Registration, the User will be asked to, choose. The Credentials chosen by the User during Registration, allow subsequent access to the My Account area;
- "Reasons of force majeure": are events beyond the Control of the Owner, including but not limited to pandemic and epidemic events or other natural disasters, strikes, lockouts or other third party industrial action, civil unrest, riots, invasions, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or threat or preparation for war, fires, explosions, storms, floods, earthquakes, subsidence or failure of public or private telecommunications networks;
- "GDPR": Reg. EU 679/2016 regarding the processing of personal data;
- "Manager": ADACTO S.R.L., an Italian company that designs and builds websites and technological solutions for Internet users and operators, including directors, managers, employees, agents, representatives, partners and any licensors; the Manager may act - in relation to Users and at the end of these General Conditions - on behalf of the Owner, as manager of the Platform and of some Services, as per its appointment as an external manager pursuant to art. 28 of the GDPR and in accordance with the provisions of the privacy policy;
- "Total Amount Due": the total amount due, consisting of the price of the Product, shipping costs, if applied, and any other additional cost, as resulting from the Order Confirmation;
- "Information for Consumers": the information provided to Consumers pursuant to the Consumer Code, or the Information on Withdrawal and the Information on Legal Warranty of Conformity, on returns or complaints, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf);
- "Privacy Policy": the information provided to Users, pursuant to art. 13 of the GDPR on the processing of personal data, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf);
- "Cookie Policy": the information provided to Users regarding the use of cookies through the site, including how to set their preferences and available at <https://www.laleccia.it/en/cookie-policy.html>;
- "Order Form": the way to issue the Order without Registration, for the purchase of Products according to art. 4. 2 of these General Conditions;
- "My Account": the User's personal profile, which is activated only after Registration and which is subsequently made accessible to the User, by entering the Credentials, for access to the Platform, in accordance with the provisions of the General Conditions;
- "Order": the purchase proposal issued by the User through My Account or by filling in the appropriate Order Form on the Site, in accordance with the provisions of art. 4.2 of the General Conditions;
- "Multiple Order": the Orders concerning multiple products;
- "Party" or "Part": the Owner and/or the Manager and/or the User, severally or jointly;



- "Platform": the online platform for the sale of Products, accessible through the Site. The Owner may connect or associate with sites, hosted platforms, and other third party products and services. It will be possible to connect to such third party services through the Platform in compliance with the conditions of use as better specified in the Site's Terms of Use as well as the applicable personal data processing regulations as better specified in the policies and agreements with third parties;
- "Product" and "Product Sheet": the wine produced and sold by the Owner through the Platform, of the quality and quantity declared in the relevant product sheet, which indicates its main characteristics in addition to the price including VAT, as well as the vintage actually on sale;
- "Registration": registration of the User, with e-mail and password (the first will function as username) for the creation of the Account and the issuance of Credentials;
- "Platform Services" or only the "Services": the services provided by the Owner and/or the Manager through the Platform, which consist in providing Users with information services on the Products, as per related Product Sheets, sales, after-sales and customer service services, in the event of withdrawal, returns or complaints, in accordance with the provisions of the General Conditions and the relevant Consumer Information, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General\\_Conditions\\_Sale.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General_Conditions_Sale.pdf);  
[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf);
- "Site": the website [www.laleccia.it](http://www.laleccia.it);
- "Shipping": means the delivery of the Product by Fattoria La Leccia to the courier, for shipment to the address indicated by the User with the Order;
- "Terms of Use": the terms and conditions for access to the Site, which can be consulted at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website\\_terms\\_use.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website_terms_use.pdf);
- "User": the one who uses the Site and/or the Platform for issuing Orders and purchasing Products.

1.2 These General Conditions of Sale apply to all sales made by Fattoria La Leccia through the Platform. By accessing the Platform and clicking on the appropriate "accept" button and/or using the Platform's Services, the User declares that he/she has read and agrees to be bound by these General Conditions, which can be consulted, together with the Consumer Information, Privacy Policy, Cookie Policy and the Terms of Use of the Site, on the page:

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf)

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf)

<https://www.laleccia.it/en/cookie-policy.html>

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website\\_terms\\_use.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website_terms_use.pdf)

1.3 If the General Conditions are accepted on behalf of third parties (physical or juridical persons, bodies, associations or other subjects), the User declares and guarantees to have the powers of representation and, in any case, to be legitimately authorized to make the acceptance of the General Conditions binding on the represented subject.

1.4. If the User does not accept these General Conditions, he/she will not be able to access and/or otherwise use the Platform and/or the Services.

1.5 The General Terms and Conditions of Sale may be amended at any time. Any changes and/or new conditions will be effective from the moment of their publication on the Site, in the "General Conditions of



Sale" section. Users are therefore invited to regularly access the Site and consult the most updated version of the General Conditions of Sale before making any purchase. Continued use of the Platform and/or the Services following publication of the amendments to these General Conditions will imply acceptance of such amendments.

1.6 The applicable General Terms and Conditions of Sale are those last in force and published on the Site.

1.7 These General Conditions of Sale do not regulate the sale of products and/or the supply of services by subjects other than Fattoria La Leccia that are present on the Site through links, banners or other hypertext links, as provided for in the Terms of Use of the Site, which can be consulted at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website\\_terms\\_use.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website_terms_use.pdf).

## **2. ACCESS TO THE SITE, REGISTRATION AND PURCHASES ON THE SITE**

2.1. The purchase of the Products on the Platform, in the manner set forth in art. 3 and 4 below, is permitted only to persons who: i) are over 18 years of age; ii) are Consumers. The User declares and guarantees to have reached the age of majority, to be a Consumer and to be in possession of the legal capacity required by law for the acceptance of the General Conditions and undertakes to observe the provisions thereof, specifying that the Services are not intended for minors under 18 years of age or non-consumers. The Owner and/or the Manager reserve the right to verify by reliable, legal and permitted means, if a User is actually a subject over 18 years of age and a Consumer, inhibiting, where appropriate, access to the Services and/or cancelling the User's Account. No persons under the age of 18, resellers, wholesalers, or generally professionals and all those who intend to purchase the Products for resale may make purchases on the Site. Such persons are therefore prohibited from registering and making purchases on the Site. Purchasers who are not Italian citizens may purchase Products on the Site only if they are over 18 years of age according to their national law. The User who makes purchases on the Site undertakes to indemnify Fattoria Le Leccia from any responsibility in the event that he or she has made purchases on the Site without respecting his or her own national law regarding age limits.

2.2. The User undertakes to respect the General Conditions and acknowledges that Fattoria La Leccia reserves the right, at its own unquestionable judgement, to redefine, cancel and/or cancel Orders of Products coming from: i) a User with whom Fattoria La Leccia has a legal dispute, also for the recovery of any amount of money or credits; ii) a User who has violated the General Conditions; iii) a User who has been involved, as far as the Owner is aware, according to news and information not expressly confidential and/or in the public domain, in frauds of any kind and, in particular, in frauds related to credit card payments; iv) Users who have issued false, incomplete or in any case inaccurate identification data during the Registration and/or issuing of the Order.

## **3. SITE REGISTRATION AND PURCHASES THROUGH MY ACCOUNT**

3.1 Site Registration is free of charge. With access to the Platform, the User can create a My Account through Registration. Upon Registration, the User will enter the Credentials to allow access to the Platform with My Account and the Credentials will be requested at each access. When creating your "My Account", you must provide accurate and complete data and information. Any personal data collected with the Registration will be processed in accordance with the Privacy Policy, available at [https://www.laleccia.it/content/dam/laleccia-website/documenti-legali/Fattoria La Leccia\\_Informativa Privacy.pdf](https://www.laleccia.it/content/dam/laleccia-website/documenti-legali/Fattoria%20La%20Leccia_Informativa%20Privacy.pdf).



3.2 The Registration through the opening of "My Account", allows the User to: i) save the Credentials; ii) access all information related to Orders and returns; iii) issue Orders quickly, accessing the "My Account" page of the Site; iv) follow the status of the Order.

3.3 The Credentials must be kept with extreme care and attention, they can only be used by the User and cannot be transferred to third parties. The User undertakes to keep credentials secret and to ensure that no third party has access to them. The User also undertakes to inform Fattoria La Leccia immediately in case he suspects or becomes aware of an improper use or undue disclosure of his Credentials. The User is informed that all acts carried out using his Credentials will be attributed to him and will be binding on him.

3.4 The User may at any time update and/or modify and/or request the deletion of the information released during Registration. In case of cancellation request, however, Fattoria La Leccia can temporarily keep all or part of this information, only for executing the purchases and/or to conclude the accounting or accounting procedures. In order to cancel My Account the User must send a written request to the following e-mail address: [privacy@laleccia.it](mailto:privacy@laleccia.it). Please refer to the relevant Privacy Policy, available at [https://www.laleccia.it/content/dam/laleccia-website/documentilegali/Fattoria La Leccia\\_Informativa Privacy.pdf](https://www.laleccia.it/content/dam/laleccia-website/documentilegali/Fattoria%20La%20Leccia_Informativa%20Privacy.pdf).

3.5 The User guarantees that the personal information provided during the Registration procedure and/or during the Order issuance are complete and truthful and undertakes to keep Fattoria La Leccia unharmed and relieved from any damage, obligation to pay compensation and/or sanction deriving from and/or in any way connected to the violation by the User of the rules on the Registration to the Site or on the conservation of Credentials and/or from the provision of personal data during the issuing of the Order (e.g.: personal data, e-mail address, telephone number, address of residence, means of payment, shipping or billing address, if requested, etc.) false, incomplete or otherwise inaccurate.

#### **4. PURCHASING THROUGH PLATFORM**

4.1 Purchases of Products on the Platform are made by issuing the Order: i. through "My Account", according to the provisions of art. 3 of the General Conditions; ii. as an unregistered User and filling in the Order Form by clicking on "Add to Cart" to issue the Order, with an order to pay, according to the provisions of art. 4.2.

4.2 In compliance with the Legislative Decree 9 April 2003, n. 70 containing provisions on electronic commerce, and in any case in compliance with the provisions of the Privacy Policy available at the link [https://www.laleccia.it/content/dam/laleccia-website/documenti-legali/Fattoria La Leccia\\_Informativa Privacy.pdf](https://www.laleccia.it/content/dam/laleccia-website/documenti-legali/Fattoria%20La%20Leccia_Informativa%20Privacy.pdf). Fattoria La Leccia informs the User that:

i) in order to conclude the purchase contract of one or more Products on the Site, the User will have to fill in the Order in electronic format, clicking on the appropriate button "Add to cart" where it will be possible to complete the "Order Form with obligation to pay" and will have to send it to the Platform electronically, following the instructions that will appear from time to time on the Site, proceeding to the payment of the Total Amount Due, as provided for in the art. 6 of the General Conditions and indicating the Shipment address, as stated in the following art. 9;

ii) before proceeding with the transmission of the Order, the User will be able to identify and correct any data entry errors by following the instructions on the Site;

when issuing the Order, with "MY Account or by issuing the Order Form, the User will be asked to enter his/her identification data (name, surname, address of residence, telephone number). Additional billing



information in accordance with art. 6.5 and Shipping data will be requested. The personal data collected with the issue of the Order will be processed by the Owner and/or the Freight Forwarder and/or third parties who provide services for the operation of the Platform according to the provisions of the Privacy Policy, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf).

4.3 Once received and registered on the Platform, the Order - issued with "MY Account" or the Order Form, according to the provisions of articles 3 and 4.2 of the General Conditions - and confirmation of the validity of the means of payment used, as well as the Shipment address, according to the provisions of articles 6 and 9 of the General Conditions, will be sent to the User, by email to the email address indicated in the Order, and in an automated way, according to the Platform's functionalities, the Order Confirmation. The purchase contract is concluded upon the issue of the Order Confirmation containing:

- a) a summary of the General Terms and Conditions of Sale, including the Consumer Information and Privacy Policy, which are an integral part thereof, as well as the particular conditions applicable to the Order Confirmation, conditions which, in case of conflict, will prevail over the General Terms and Conditions;
- b) the information relating to the essential characteristics of the purchased Product and the relevant Product Sheet;
- c) the detailed indication of the Total Amount Due.

It is recommended to keep the e-mail received as proof of purchase.

4.4 The Order Confirmation will be stored in the Platform's database for the time necessary to execute it and, in any case, within the terms of the law.

4.5 The language available to the Users for the issue of the Order and the Order Confirmation, as provided for in articles 3 and 4.2 of the General Conditions, is Italian. The Customer Service, as provided in art. 12 of the General Conditions, is able to communicate with the Users in the same language.

4.6 It is specified that Fattoria La Leccia does not accept orders by telephone and/or by e-mail or in different modalities with respect to what foreseen in the articles 3 and 4.2 above. Telephone and/or e-mail orders are therefore prohibited.

## **5. INFORMATION ON PRODUCTS; PRICES AND AVAILABILITY OF PRODUCTS**

5.1 The Products for sale are those described on the pages of the Site, where each Product is accompanied by a Product Sheet. It remains in any case understood that such information may be subject to changes, periodic updates, for the purpose of further improvement of the Product, as provided in the General Conditions and Consumer Information, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General\\_Conditions\\_Sale.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General_Conditions_Sale.pdf);

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf).

In any case of purchase, made in accordance with articles 3 and 4 of the General Conditions, the description of the Product contained in the Product Sheet, as indicated in the Order issued with MY Account or with the Order Confirmation, will be considered valid.

5.2 All prices of the Products published on the Site are expressed in Euro and are inclusive of Value Added Tax (VAT). Any additional cost will be expressly and separately indicated in the Order form before the User issues the Order;

5.3 Fattoria La Leccia reserves the right to modify the price of the Products, at any time, without prior notice, it being understood that the price charged to the User will be the one published on the Product Form



at the moment of the issuance of the Order with My Account and/or the Order Confirmation, according to what provided for in articles 3 and 4.2 of the General Conditions and that it will not take into account any possible variations (increasing or decreasing) after the transmission of the same;

5.4 Products may be offered for sale at discounted prices on the Site. The full price indicated on the Site and with respect to which the discount that Fattoria La Leccia applies is calculated, corresponds to the list price published on the Site;

5.5 In case a Product is offered on the Site at a discounted price, the full reference price for which the discount is calculated will be indicated in the Product Sheet;

5.6. Shipping costs for the Products may be either fixed or variable, calculated on the basis of the number of selected Products and/or the destination address of the Products, as set out in the Order Confirmation. Shipping charges may also be included in the sale price of certain Products or free of charge if the total amount of the Order exceeds a certain value or as a result of a specific promotion. The User is always informed of the amount of the shipping costs before completing the purchase procedure, issuing the Order and making the payment;

5.7. The Products offered on the Site are items belonging to the Food category, and in particular bottles of wine and sparkling wine present in the electronic catalog published on the Site and displayed by the User at the time the Order is placed by the User;

5.8 The Products offered on the Site are limited in number. It may therefore happen, also due to the possibility that several Users purchase the same Product at the same time, that the ordered Product is no longer available after the Order has been placed;

5.9 In any case of unavailability of the Product indicated in the Order without prejudice to the other rights attributed to the User by law and, in particular, by Chapter XIV of Title II of Book IV of the Civil Code, Fattoria La Leccia will immediately inform the User by e-mail at the e-mail address indicated in the Order or in the Site Registration. The Owner, therefore, will not proceed in this case to the issue of the Order Confirmation and the purchase will not be finalized;

5.10 In the event that the User avails himself of the right of Withdrawal as per art. 61, IV and V paragraph, of the Consumer Code, and the payment of the Total Amount Due - has already taken place - Fattoria La Leccia will refund the Total Amount Due without undue delay and, in any case, within 15 calendar days from the exercise of the right of Withdrawal by the User. Please refer, in any case, to the provisions of the Information for Consumers on withdrawal, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf). The amount of the refund will be communicated to the User by e-mail to the e-mail address indicated when registering with the Site or issuing the Order Confirmation and credited to the same means of payment used by the User for the purchase. Possible delays credit may depend on the type of credit card or payment solution used. In any case, the value date of the re-credited amount will be the same as the debit;

5.11 The previous articles 5.9 and 5.10 will be applied also in the case of a Multiple Order if (i) all the Products covered by the Multiple Order are unavailable or (ii) only some of them, it being understood that in the latter case they will apply only in relation to the unavailable Products.

## **6. PAYMENTS**

6.1 With the issuance of the Order, according to the modalities foreseen in art. 3 and 4.2 of the General Conditions, the User will provide for the payment of the Total Amount Due, according to the modalities of



payment foreseen in the following art. 8 of the General Conditions. The issuing of the Order implies the obligation to pay and the Platform will issue the Order Confirmation only after having received confirmation of the successful payment of the Total Amount Due, except in any case as provided for in the following art. 9 as to the shipping address.

6.2 If the Total Amount Due is not paid or if the successful payment is not confirmed, no Order Confirmation will be issued, the Order will be cancelled/cancelled and the purchase contract will be considered not finalized. The User will be notified by e-mail to the e-mail address indicated during the Registration to the Site and/or the Order issued pursuant to art. 4.2 of the General Conditions of the failure to issue the Order Confirmation and the consequent cancellation of the Order.

6.3 The Products will remain property of Fattoria La Leccia until the Order Confirmation is issued. 6.4 In the Order Confirmation email, in addition to the contents of article 4.2, the User will also find the Order number, which he will have to use in any subsequent communication with Fattoria La Leccia, as well as the invoicing address.

6.5 The invoice request must be sent with the Order, with the modalities provided for in art. 3 or art. 4.2 of the General Conditions and involves the addition of further information, necessary for the compilation of the tax document (tax code), which will in any case be treated according to what indicated in the Privacy Policy, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf). The User accepts that, if requested, the invoice for the purchase of the Products, issued by the Owner, is sent to the e-mail address that the User will have communicated during the Registration or the Order issuance. A copy will be sent subsequently to the User who has requested it in accordance with this art. 6.

## **7. RIGHT OF WITHDRAWAL**

7.1 The User has the right to withdraw from the contract of purchase of the Product, without having to provide any reason within the term of fourteen calendar days from receipt of the Products without incurring costs other than those provided for in the Consumer Information, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf) and that the User expressly declares to have seen and accept and to which reference is made, as attached documents and an integral part of these General Conditions.

7.2 In the event that the withdrawal has not been exercised in accordance with the applicable legislation, in accordance with the provisions of the General Conditions and Consumer Information, it will not result in the termination of the contract and, consequently, will not give right to any return or refund, in accordance with the provisions of the Consumer Information, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf).

7.3 In the event that, in one of the hypothesis of law, the right of withdrawal does not apply, this exclusion will be given specific and express communication in the Consumer Information, available at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf) and, in any case, during the purchase process, before the User proceeds to issue the Order.

## **8. PAYMENT METHOD**





8.1 The payment of the Total Amount Due can be made by: credit or debit card, or by PayPal, according to what is provided directly by the managers of the chosen payment services. The User will be redirected to the websites of the selected payment service providers and will have to pay the Total Amount Due according to the authentication and payment procedure provided for and regulated by these providers, according to the terms and conditions agreed between the User and these providers, whose conditions can be consulted at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf).

8.2 In order to guarantee the security of payments, Users are reminded that the managers of the payment services chosen in accordance with the procedures set forth in art. 8.1 may, through automated systems, request the User to acknowledge the data indicated by the User, before proceeding with the payment of the Total Amount Due.

8.3 In case of non-authentication of the data, according to art. 8.2 above, with consequent non-payment of the Total Amount Due, the Order issued with MY Account or according to art. 4.2 of the General Conditions will be cancelled and the Owner will not proceed with the Order Confirmation. 8.4 Personal and confidential data related to the means of payment used (card number, holder, expiration date, security code) are encrypted and transmitted directly to the payment manager indicated in art. 8.1 without passing through the Platform and servers of which Fattoria La Leccia uses, according to the security procedures implemented by the Owner and the Manager, as provided for under the Privacy Policy, available at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf). Fattoria La Leccia therefore never has access to and does not store data related to the means of payment used by the User for the payment of the Products.

## **9. PRODUCT SHIPPING**

9.1 The Products purchased on the Site are shipped to the shipping address indicated by the User in the Order Confirmation. The Shipment obligation is fulfilled by transferring the material availability or control of the Products to the User. The risk of loss or damage of the Products for reasons not attributable to Fattoria La Leccia, shall be transferred to the User, when the latter, or a third party designated by him/her and different from the courier, materially comes into possession of the Products at the outcome of the Shipment.

9.2 The Shipment by Fattoria La Leccia of the Products purchased on the Site takes place exclusively in Italy as well as San Marino and Vatican City State. Therefore, the User is required to enter in the Order form a shipping address within the borders of the Italian State, as well as San Marino and the Vatican City State. Moreover, the Shipment cannot be carried out at P.O. Boxes or at the post office. 9.3. In the event that the shipping address is outside of these boundaries (Italian State, in addition to San Marino and Vatican City State) or at a P.O. box or post office box, Fattoria La Leccia will not proceed with the issue of the Order Confirmation.

9.4 Shipping costs of the Products, which may vary according to the shipping method chosen by the User, and any other possible additional cost are to be borne by the User, as reported in the Total Amount Due. Their amount will be expressly and separately indicated (in Euro and including VAT) in the Product Sheet and in the Order Confirmation.

9.5 Shipping terms are those indicated in the Order Confirmation. They start from the issue of the Order Confirmation. In case of omitted indication of a Shipment term, it will take place, in any case, within thirty



days from the date of issue of the Order Confirmation. The Shipment terms are calculated considering only the working days and excluding Saturdays, Sundays and holidays.

9.6 At the time of Shipment, i.e. the delivery of the Products to the courier, the User will be sent an e-mail confirming the Shipment, containing a link that will allow to follow the progress of the Shipment.

9.7 It is the User's responsibility to verify the condition of the Product delivered to him/her. The User is therefore advised to check the integrity of the packaging and the number of Products received and, where possible, to indicate any anomalies on the carrier's transport document. In case the packaging shows evident signs of tampering or alteration, the User is recommended to promptly inform Customer Service. The application of the rules on the right of withdrawal and legal guarantee of conformity, according to what is provided in the relevant Information for Consumers, available at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf) and that the User expressly declares to have read and accepted.

9.8 The User acknowledges that the withdrawal of the Product is a precise obligation deriving from the purchase contract. In case of non-delivery due to the absence of the recipient at the address specified in the Order Confirmation, the courier will leave in the letter box a notice of passage containing the number to contact him. The courier will then make a second delivery attempt. After two failed delivery attempts, the package will be "in stock". The Customer Service will then send an e-mail to the User in order to unblock the package and make sure that the package is delivered as soon as possible. If necessary, Customer Service can agree with the User to change the shipping address. If this attempt is unsuccessful or the User does not answer to the Customer Service contact, the Product will be returned to Fattoria La Leccia and, in any case, after 15 calendar days from the first delivery attempt, the contract will be considered terminated and the Purchase Order will be cancelled according to art. 1456 of the Italian Civil Code.

Fattoria La Leccia will then proceed, within 15 working days after the termination of the contract, to the refund of the Total Amount Due paid by the User, less the expenses of the delivery of the Product not gone well, the expenses of the return to Fattoria La Leccia and any other possible expense in which it has incurred because of the non-delivery caused by the absence of the recipient. The termination of the contract and the amount of the refund will be communicated to the user via e-mail. In the event that, before the expiry of the thirty day period, the User asks to receive the Product again, Fattoria La Leccia will proceed with the new Shipment after charging, in addition to the expenses of the same, the costs of returning the Product to Fattoria La Leccia and the storage costs.

9.9 In the event that the purchased Product is not delivered or is delivered late with respect to the Shipment terms indicated in the Order Confirmation, the User, pursuant to art. 61 of the Consumer Code, invites Fattoria La Leccia to make the delivery within an additional term appropriate to the circumstances ("Additional term pursuant to art. 61, par. III, Consumer Code"). If this additional period expires without the Products having been delivered to him, the User is entitled to terminate the contract ("Termination of the Contract ex art. 61, paragraph III, Consumer Code"), without prejudice to the right to compensation for damages.

The User is under no obligation of granting Fattoria La Leccia the Supplementary Term ex art. 61, co. III, Code of Consumption ("Excluded Cases") if a) Fattoria La Leccia has expressly refused to deliver the Products; b) the respect of the delivery term indicated during the purchase process and in the order confirmation must be considered essential, taking into account all the circumstances that accompanied the conclusion of the contract; c) the User has informed Fattoria La Leccia, before the conclusion of the contract, that delivery by or on a specific date is essential. In the Excluded Cases, the User, if he does not receive



the Products within the delivery term indicated during the purchase process and in the order confirmation, is entitled to immediately terminate the contract, without prejudice to the right to compensation for damages ("Contract Termination in the Excluded Cases"). The indication of the Supplementary Term ex art. 61, par. III, Consumer Code and the communication of Contract Termination ex art. 61, par. III, Consumer Code or Contract Termination in the Excluded Cases must be communicated by the User to Fattoria La Leccia at the addresses indicated in art. 13 below. In case of termination of the Contract according to art. 61, par. III, Code of Consumption or termination of the Contract in the Excluded Cases, Fattoria La Leccia will refund to the User the Total Amount Due without undue delay. The refund will be made according to the modalities of art. 9.11 below. It is without prejudice to the possibility for the User to avail himself at any time of such remedies and/or of the ordinary means of protection provided by law and, in particular, by Chapter XIV of Title II of Book IV of the Civil Code.

9.10 In all cases where a refund is due to the User in accordance with the provisions of this Article 9, the amount of the refund will be communicated to the User by e-mail. It will be credited to the same means of payment used by the User for the purchase. Any delays may depend on the type of credit card used or the payment solution used. In any case, the value date of the re-credited amount will be the same as the debit date.

## **10. LEGAL GUARANTEE OF COMPLIANCE**

10.1 The Products sold on the Platform accessible to the Site may be covered by the Legal Warranty of Conformity provided for by articles 128-135 of the Consumer Code ("Legal Warranty"), in accordance with the provisions of the Consumer Information, including the Information on the Legal Warranty of Conformity, available at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf) and which the User expressly declares to have seen and accepted and to which reference is made, as attached documents and an integral part of these General Conditions.

10.2 It is understood that the Legal Warranty is reserved exclusively to Consumers.

## **11. APPLICABLE LAW AND JURISDICTION, OUT-OF-COURT SETTLEMENT OF DISPUTES – ALTERNATIVE DISPUTE RESOLUTION (ADR)**

11.1 The General Conditions are governed by Italian law, expressly excluding the application of the so-called Vienna Convention.

11.2 For any dispute relating to the application, execution and interpretation of these General Terms and Conditions of Sale, the court of the place where the User resides or has elected domicile shall have jurisdiction.

11.3 It is without prejudice to the application to Consumer Users who do not have their habitual residence in Italy of any more favourable and mandatory provisions provided for by the law of the country in which they have their habitual residence, in particular in relation to the deadline for the exercise of the right of withdrawal, the deadline for the return of the Products, in the event of the exercise of such right, the methods and formalities of communication of the same and the legal guarantee of conformity, as provided for in the Consumer Information, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf).



11.4 In accordance with art. 141-sexies, paragraph 3 of the Consumer Code, Fattoria La Leccia informs the User who qualifies as a Consumer, that, in case he has submitted a complaint to Fattoria La Leccia, as a result of which it has not been possible to find a negotiated solution, in accordance with the provisions of the relevant Information Notice (available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf)) Fattoria La Leccia will provide information about the Alternative Dispute Resolution bodies for the out-of-court settlement of disputes relating to obligations arising from a contract concluded under these General Conditions of Sale (so-called ADR bodies, as indicated in Articles. 141-bis et seq. Consumer Code).

11.5 Fattoria La Leccia also informs the User who qualifies as a Consumer that a European platform for the online resolution of consumer disputes (so-called ODR platform) has been established. The ODR platform can be consulted at the following address <http://ec.europa.eu/consumers/odr/>; through the ODR platform the Consumer User will be able to consult the list of ADR entities, find the link to the website of each of them and start an online dispute resolution procedure in which he is involved.

11.6 In any case, the Consumer User's right to bring the dispute arising from these General Terms and Conditions of Sale before the competent ordinary judge, whatever the outcome of the out-of-court settlement procedure, and the possibility, if the conditions are met, to promote an out-of-court settlement of disputes relating to consumer relations through recourse to the procedures set out in Part V, Title II-bis of the Consumer Code.

11.7 The User residing in a member state of the European Union other than Italy may also have access, for any dispute relating to the application, execution and interpretation of these General Terms and Conditions of Sale, to the European Small Claims Procedure established by Council Regulation (EC) No. 861/2007 of 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, rights and expenses, Euro 2,000.00. The text of the Regulation can be found on the website [www.eur-lex.europa.eu](http://www.eur-lex.europa.eu).

## **12. CUSTOMER SERVICE**

12.1 It is possible to contact Customer Service, according to the provisions of the Consumer Information, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf). The User may request information, send communications, request assistance or forward returns by contacting Customer Service by the following means:

- by e-mail, at [ordini@laleccia.it](mailto:ordini@laleccia.it);
- by filling in and sending the Customer Service contact request form, available in the "Contact us" section of the Site;
- by post, by writing to the Customer Service of FATTORIA LA LECCIA SOCIETÀ AGRICOLA A R.L., Via della Leccia s.n., 50051 Montespertoli (FI). The Customer Service will answer within five working days from the receipt of the requests by e-mail, to the address provided during the Registration or issue of the Order Form. To this end, the User's personal data will be processed in accordance with the Privacy Policy, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf).

## **13. PRIVACY COOKIES**



The Owner guarantees that the User's personal data are collected and processed in compliance with GDPR and the applicable legislation on the processing of personal data. The User is requested to read and refer to the Privacy Policy and the Cookie Policy, which are to be considered an integral and substantial part of these General Conditions and can be consulted at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General\\_Conditions\\_Sale.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General_Conditions_Sale.pdf).

If necessary, for the use of specific services, the User may also be asked to give express consent to the processing of personal data.

#### **14. REASONS OF FORCE MAJEURE**

14.1 If the fulfilment of the obligations of the Holder and/or the Manager under these GTC is influenced by Force Majeure:

- a) the User will be contacted as soon as reasonably practicable to notify it;
- b) the obligations of the Cardholder and/or Manager under these GTC shall be suspended and the period for the fulfilment of such obligations shall be extended for the duration of the Force Majeure Event.

14.2 In the event that the Force Majeure Event affects the delivery time of the Product, the Cardholder shall arrange for a new Shipment date after the resolution of such Force Majeure Event. In any case, the right of Withdrawal remains applicable, according to what is provided in the information available at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf).

#### **15. DOUBLE EXPRESS ACCEPTANCE**

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the User declares to have carefully read the following articles, whose content specifically approves: 1. Definitions, object and scope of application; 2. Access to the site, registration and purchases on the site; 3. Registration on the site and purchases through My Account; 5. Product information; prices and availability of products; 14.