



## **GENERAL CONDITIONS OF SALE**

**Effective from 05/10/2020**

### **INFORMATION FOR THE CONSUMER**

#### **WITHDRAWAL and CLAIMS**

#### **COMPLAINTS AND LEGAL GUARANTEE OF CONFORMITY**

This information, made pursuant to art. 49 of the Consumer Code and art. 12 of Legislative Decree of 09/04/2003, N. 70, contains the conditions for the exercise of the right of withdrawal, returns and the legal guarantee of conformity, and is an integral part of the General Conditions of Sale, 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), and that please read carefully before proceeding with the issue of the Order.

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#### **1) Methods of withdrawal**

1.1 In accordance with the Consumer Code, articles 52 and following, the User and Consumer of the La Leccia Platform will have the right to withdraw (the "**Withdrawal**") from the contract of purchase of Products, stipulated with Fattoria La Leccia, without any penalty and without having to provide any reason, within 14 days from the day in which he received the Products purchased on the Platform accessible on the Website [www.laleccia.it](http://www.laleccia.it), according to the conditions expressed below.

1.2 Pursuant to art. 54 of the Consumer Code, the User and Consumer may exercise the right of withdrawal using, at his choice, one of the following methods:

- i. online transmission to the Owner of the withdrawal form, filled out in full, in accordance with the standard form provided pursuant to art. 49, paragraph 4 (Annex 1, part. B) of the Consumer Code, available for consultation and download 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); in this case, confirmation will be sent by e-mail, to the address provided with the Order, the receipt of the declaration of withdrawal;
- ii. transmission by mail to the Owner of the withdrawal form, completed in full, available and downloadable 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 in accordance with the standard form provided pursuant to art. 49, paragraph 4 (Annex 1, part. B) of the Consumer Code;
- iii. sending by mail to the Owner of another explicit statement of his decision to terminate the contract.



1.3 In cases ii) and/or iii) sub art. 1.2, the declaration of the User and Consumer must be sent to the attention of the **Customer Service of Fattoria La Leccia, Via della Leccia s.n., 50025 Montespertoli (FI)**.

1.4 **Return.** According to the provisions of Article 57 of the Consumer Code, once the withdrawal has been exercised, the Products to be returned must be delivered to the courier within fourteen (14) days from the date on which the User and Consumer has communicated to the Owner his decision to withdraw from the contract.

1.5 The Products purchased on the Site are bottles of wine and sparkling wine. Therefore, in accordance with art. 59 of the Consumer Code, the right of Withdrawal is excluded if the User and Consumer has purchased Products that are not suitable to be returned for hygienic and/or health protection reasons and/or that have been opened after delivery.

## **2) Conditions for the exercise of the right of withdrawal**

2.1 In accordance with art. 52 of the Consumer Code, the right of Withdrawal is understood to be exercised correctly if the following conditions are fully complied with:

- a. the right of withdrawal must be regularly exercised within 14 days of receipt of the Products in one of the ways indicated in art. 1;
- b. the Products must not have been opened and, in any case, must not be damaged and/or deteriorated and must comply with the requirements indicated in art. 4 below, regarding the conformity of the returned Products;
- c. the cap, which is an integral part of the Products, must be sealed (see art. 4 below);
- d. the Products must be returned in their original packaging and/or box and/or case;
- e. the Products must be delivered to the shipper for return within fourteen (14) days from when the User and Consumer has communicated to the Owner his decision to withdraw from the purchase of the Products.

2.2. If the User and Consumer has complied with all the conditions set forth in art. 2.1, the Owner, in accordance with art. 56 of the Consumer Code, will fully refund the Total Amount Due, remaining at the expense of the User and Consumer only the costs of the return, i.e those for the return to the Owner of the Products purchased pursuant to art. 1.4, unless the Owner has expressly exempted him from such expenses at the time of purchase of the Products and on the further condition that the User and Consumer make use of the shipping agent and shipping methods suggested in art. 3 below.

## **3) Return Procedures**

3.1 The Owner suggests using the forwarder Logistics Solution S.r.l. Via Dell'Industria n. 11, 50056 Montelupo F.no (FI) for the return of purchased products. If the User and Consumer decides to use Logistics Solution S.r.l. for shipping and to use the pre-printed adhesive label - bearing the return



address - included in the package containing the Products purchased, you will not have to pay the costs of the Return. In fact, the Owner will pay the courier on his behalf, deducting from the reimbursement of the Total Amount Due a lump sum equal to the cost previously incurred for the Shipping of the Products. This shipping method also allows you to check, at any time, where each package is located, freeing the User and Consumer from any liability in case of loss or damage to the Products during the Return.

3.2 In the event that you decide to use a shipper other than Logistics Solution S.r.l. the User and Consumer must make the Return, suitably protected and packaged, to the following address: Customer Service - Fattoria La Leccia Società Agricola a rl, Via della Leccia sn, 50025 Montespertoli (FI) and will personally pay the costs of the Return, the responsibility in case of loss or damage of the Products during transport remains at his expense.

3.3. It is understood that an amount equivalent to the cost of standard shipping of the purchased Products will also be reimbursed, while, in accordance with art. 56, paragraph 2, of the Consumer Code, any additional costs incurred for the User and Consumer chosen a different and / or faster and / or expensive type of shipment and delivery from the standard one described in art. 3.1.

#### **4) Verification of conformity of the returned Products**

4.1 The User and Consumer will be contacted at the e-mail address communicated with MY Account or with the Order Form if the returned Products cannot be accepted because they do not comply with the conditions set out in letters a) and e) of article 2.1 above, or in the hypothesis set out in article 59 of the Consumer Code and therefore the User and Consumer will be able to choose whether to have the Products purchased back at his own expense. In the event that the same refuses this shipment, the Owner reserves the right to retain the Products and the amount corresponding to the Total Amount Due for the purchase of the Products.

4.2 All Products must be returned unopened, in perfect storage conditions, with all protective materials and with labels and stickers attached to the Products (if present), in addition to their packaging, accessories and documentation. If the Product has been opened or is altered from its original condition in any way, the Owner reserves the right not to accept the Return. The Owner does not assume any responsibility in case of Products returned by mistake or items forgotten in packages or returned Products.

4.3 In the case of partial withdrawal from Multiple Orders, the amount of the delivery costs to be refunded to the User and Consumer will be quantified in proportion to the value of the returned Product.

4.4 The User and Consumer shall only be responsible for the decrease in the value of the Products resulting from a manipulation of the Product other than the one necessary to establish the nature, characteristics and qualities of the Product and its correspondence to the Product Sheet, as reported in the Order Confirmation. The Product must in any case be kept, handled and inspected with normal diligence and returned intact, complete in all its parts, fully functional, accompanied by all accessories and leaflets, with identification tags, labels and disposable seal, where present, still attached to the Product and intact and not tampered with, as well as perfectly suitable for its intended use and free of signs of wear or dirt. The Recess, moreover, is applied to the Product in its entirety. It does not can



therefore be exercised in relation to parts and/or accessories (which do not constitute autonomous products) of the Product.

### **5) Time and method of refund**

5.1 After receiving the return and checking that all the requirements provided for in Article 4 have been met, Fattoria La Leccia will proceed to refund the Total Amount Due paid by the User and Consumer for the Product, including shipping costs, without undue delay and in any case no later than 14 calendar days from the day in which Fattoria La Leccia has been informed of the decision of the User and Consumer to exercise the withdrawal. The refund may be suspended until the receipt of the Products or until the User and Consumer have demonstrated that the Products have been returned, if previous.

5.2 The amount of the refund provided for in art. 5.1 will be communicated by e-mail, to the same address of the Order Confirmation, for acceptance of the Return and Fattoria La Leccia will proceed to the full refund of the Total Amount Due, except as provided for in art. 3.

5.3 The refund will be made using the same means of payment used by the User and Consumer for the initial transaction, unless the same has expressly agreed otherwise; in any case, it will not incur any cost as a consequence of such refund. The value date of the credit shall be that of the credit itself. The actual time for the re-crediting or return of the sums paid for the purchase of the Products depends on the payment methods used by the User and Consumer, in accordance with the provisions of the individual companies managing the means of payment.

5.4 Whatever the payment method used, the refund provided for in art. 5.1 is activated by the Owner as soon as possible, and in any case within fourteen (14) days from the date in which he became aware of the exercise of the Withdrawal, once it has been verified that the Withdrawal and the Return have taken place in compliance with the conditions set out above in the previous articles.

### **6) Complaints and non-compliant Products**

6.1 Save the legal warranty for the Products sold, according to articles 128 and following of the Consumer Code, Fattoria La Leccia guarantees the conformity of all the Products sold with respect to the conditions indicated in the Order Confirmation, for quantity and quality, for a period of two years from the delivery of the Products and is responsible towards the User and Consumer for any conformity defect existing at the time of delivery of the Product.

6.2 The User and Consumer will have the right to exercise the rights provided for in art. 6.1 in the event that the Products are defective or otherwise not in conformity with the Order Confirmation at the time of receiving them, provided that the same submits a claim for non-conformity of the Products (**Complaint**) within two months from the date on which it discovered such non-conformity.

6.3 Products repaired, modified or in any way altered by the User and Consumer are excluded from the legal warranty of conformity.

6.4 In the event of a lack of conformity duly reported with the Complaint, the User and Consumer has the primary right to free repair or replacement of the Product, at his choice, unless the remedy requested is objectively impossible or excessively onerous compared to the other, as in the specific case, considering



the type of Product, and where this is possible in relation to the number of Products still available for sale, or, secondarily, to the proportional reduction of the Total Amount Due or termination of the contract, at his choice. This, however, in the event that the repair or replacement is impossible or excessively onerous, or if the repair or replacement has not been carried out within a reasonable period of time or if the repair or replacement previously carried out has caused considerable inconvenience to the Consumer. The remedy requested is excessively onerous if it imposes unreasonable expenses on the Owner compared to the alternative remedies that can be experienced, taking into account the value that the Product would have if there were no conformity defect, the extent of the conformity defect, the possibility that the alternative remedy can be experienced without significant inconvenience to the User and Consumer.

6.5 For practical information on how to exercise Returns and Complaints, the Customer Service can be contacted at the addresses already indicated in the General Conditions of Sale, 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).