



General Terms and Conditions (GTCs) of Modena Estense 1598 S.r.l.

On the following pages you will find our General Terms and Conditions (GTCs) for the processing and handling of your purchases at www.modenaestense.com.

We kindly ask you to carefully read through our Terms and Conditions before you shop with us. If you have any questions or comments please contact us via email (service@modenaestense.com for private customers and info@modenaestense.com for business customers). We are always on the look out for customer-oriented solutions and suggestions.

Legislation obliges online service providers to **provide extensive information on contracts and the applicable conditions**. We have listed this **information** and our general terms of delivery in our GENERAL TERMS AND CONDITIONS below:

Part I - General Section

1. Scope; Deadlines

- 1.1. Modena Estense 1598 S.r.l., Piazza Roma 30, I-41121 Modena, operates under the domain www.modenaestense.com an online shop. The products available in the online shop are generally limited and neither produced, processed or manufactured in any form whatsoever by Modena Estense 1598 S.r.l.. In this context, Modena Estense 1598 S.r.l. is only the distributor and specifically disclaims any guarantee, warranty or liability for indications of origin made by the manufacturer.
- 1.2. Business processes and delivery will only be carried out to these GENERAL TERMS AND CONDITIONS, on which all contracts concluded on the online shop website www.modenaestense.com are based. Provisions of conflicting or differing terms and conditions do not apply to the following terms and conditions. The following terms and conditions apply exclusively even if we carry out delivery and performance without reservation while aware of differing or conflicting terms and conditions.

Recurrent orders will not render these GENERAL TERMS AND CONDITIONS a permanent contract between you and Modena Estense 1598 S.r.l.. Modena Estense 1598 S.r.l. reserves the right to change or modify these Terms and Conditions at any given time.

- 1.3. In these GENERAL TERMS AND CONDITIONS "consumers" refers to natural persons, for whom the order cannot be attributed to commercial purposes and who are not self-employed or freelancers. "Entrepreneur", on the other hand, refers to natural or legal persons or legal partnerships, who order our products either for commercial purposes, are self-employed or freelancers. Furthermore, "customers" can be both consumers as well as entrepreneurs. In these GENERAL TERMS AND CONDITIONS "we" refers to Modena Estense 1598 S.r.l..

- 1.4. If working days are specified as deadlines this includes all the days of the week with the exception of Saturdays, Sundays and public holidays.

2. Saving the GTCs and Access to Contractual Text

You can view our TERMS AND CONDITIONS on our website www.modenaestense.com under "TERMS AND CONDITIONS".

You can also print or save these TERMS AND CONDITIONS using one of the functions on your internet browser (eg. "Save as" or "Print"). You can also download and archive our Terms and Conditions in PDF format by clicking [here](#). To open the PDF file you will need a program such as Adobe Reader (which is free) or similar which supports PDF formats.

3. Contract finalisation

- 3.1. Contractual Partner is Modena Estense 1598 S.r.l., Piazza Roma 30, I-41121 Modena. Orders can only be placed after prior registration on www.modenaestense.com.

Alcoholic beverages are sold only to persons of legal age (adults) and, in this regard, Modena Estense 1598 S.r.l. sees to it that the technical precautions implemented should exclude such orders by minors or persons underage. However, due to technical reasons it can not entirely be ruled out that even those underage will be able to order alcohol. Upon registration or placing an order the customer warrants that they have reached the required minimum age (legal age) and the accuracy and completeness of their registration or ordering data.

- 3.2. Your offer is binding, once you have gone through the ordering process on www.modenaestense.com by entering the required information and have, in the last step, clicked the "check out/submit" button. After placing an order, you will immediately receive an order confirmation. The confirmation of receipt of your order does not constitute a declaration of acceptance by Modena Estense 1598 S.r.l..

Modena Estense 1598 S.r.l. is not obliged to accept your offer. In the event of rejection you will be informed without unnecessary delay.

- 3.3 All our products are sold to consumers only in normal household quantities. Regardless of your consumer right of withdrawal on existing orders, you are bound to your order of goods marked "in stock" for ten working days. This commitment is for a maximum of ten days.
- 3.4. A binding contract takes effect upon transmission of shipping or payment confirmation, at the latest, however, with the delivery of the ordered goods.
- 3.5. Please note that the delivery of the ordered goods upon advance payment (reservation) only occurs after the full amount is credited to our account. If, after missing a deadline and receiving a reminder, your payment is not received by us up to seven calendar days following the dispatch of the order confirmation, we will withdraw from the contract. This will result in your order being void with no delivery obligation on our part. The order is then cancelled without further consequences or obligations for both parties. A reservation of an article through advance payment is therefore for a period of seven calendar days.

6 3 . We save your orders after conclusion of the contract. If you lose your order information, please contact us by e-mail at service@modenaestense.com so that we can send you a copy of your order data.

4. Risk of Procurement; Nullification of Obligation to Deliver; Delivery Terms; Extension of Delivery Times; Transfer of Risk

4.1. A procurement risk is not borne by us, not even in the event of a execution of a contract for the purchase of generic goods. We are only obliged to deliver goods we have on stock and goods we received from our suppliers.

4.2. The obligation to deliver on our part is nullified if we, despite having concluded an appropriate supply agreement with our supplier, do not receive goods in a proper and timely fashion as well as when goods are not available and we have informed you of this immediately and have not assumed a procurement risk. In the case of non-availability of goods we will refund any advance payment immediately.

4.3. Modena Estense 1598 S.r.l. endeavours to deliver goods after conclusion of the contract without unnecessary delay. However, deliver can take some time depending on the ordered goods. If no other agreement has been made, Modena Estense 1598 S.r.l. will deliver the ordered goods no later than 30 days after conclusion of the contract, whereas Modena Estense 1598 S.r.l. is entitled to make partial deliveries.

The delivery period shall be extended appropriately in the case of circumstances affecting the delivery due force majeure events. Events of force majeure are/include strikes, lock-outs, official intervention, shortages in power and raw materials, transport bottlenecks, operational hinderances through no fault of ours but, for example, through fire, water and machine damages and all other impediments/disruptions, which considered objectively were not caused by negligence on our part. We shall inform you immediately of the beginning and end of such hindrances. If the delays last for more than 4 weeks after the original effective delivery times, you are entitled to withdraw from the contract. The right will to further claims, in particular claims for damages, do not exist.

4.4. Delivery will be to the specified delivery address. You are obliged to inform us immediately of any changes to your contact data (especially physical and e-mail address) or the delivery address, as long as the legal transaction has not been mutually fulfilled. Up to this point, Modena Estense 1598 S.r.l. may announce legally relevant declarations to the contact data you originally provided.

If delivery to you is not possible because the delivery address provided could not be found or is incorrect, you will assume the costs of the failed delivery attempt, as well as costs of return which Modena Estense 1598 S.r.l. has to pay.

All customs fees, duties and delivery charges are to be paid by you and are stipulated either in the framework of the order or in the context of the delivery.

4.5. In the case of shipment purchases the risk for the consumer of accidental loss and deterioration during shipment of the sold goods is transferred with the handing over of the goods

to the consumer or a recipient specified by him. This applies regardless of whether or not the shipment is insured. Otherwise, the risk of accidental loss and accidental deterioration of the goods is passed on to the buyer, in case of purchase, with the delivery of the goods to the shipper or any other person or institution designated to deliver the shipment to the buyer.

5. Guarantee

- 5.1.** The pictures in the online shop are purely symbolic in nature and, especially due to different browser representations, colour deviations for example, cannot be completely ruled out.
- 5.2.** Modena Estense 1598 S.r.l. guarantees in accordance with legal requirements, that at the time of delivery the products are free from defects, i.e. Modena Estense 1598 S.r.l. shall be responsible for ensuring that all products conform to the expected property descriptions, and can be used in accordance with the nature of the business or the concluded agreement.
- 5.3.** Warranty claims for the purchases made via the online shop shall become null and void two years after delivery.

6. Restriction of Liability

- 6.1.** Modena Estense 1598 S.r.l. is liable for damages in connection with the fulfillment of the contract only if Modena Estense 1598 S.r.l. caused these intentionally or through gross negligence, insofar as no mandatory statutory provisions relating to consumers exist.
- 6.2.** In relation to entrepreneurs, Modena Estense 1598 S.r.l.'s liability is in any case excluded in cases of slight negligence, so that Modena Estense 1598 S.r.l. shall be liable only for gross negligence or intent. The entrepreneur has to prove gross negligence on the part of the Modena Estense 1598 S.r.l..
- 6.3.** This exclusion of liability for slight negligence does not apply to personal injury.

7. Applicable Law and Jurisdiction

- 7.1.** For all legal transactions or other legal relations with us are governed by **Austrian law**. The UN Convention on Contracts for the International Sale of Goods (CISG) and reference standards, as well as any other international conventions, even after being incorporated in Austrian law, shall not be applicable. In the case of contracts for a purpose to which the professional or commercial activity of the authorised party can not be attributed (Business-to-Consumer, B2C), this choice of law applies only insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence, is not withdrawn.
- 7.2.** For business transactions with companies and legal persons under public law (Business-to-Business, B2B) the place of jurisdiction for all disputes relating to these terms and conditions and individual contracts concluded under their validity, including bills and checks, is only the Competent Court for A-5204 Straßwalchen (Austria). In this case, we shall also be entitled to sue at the customer's place of business.

8. Amendments to the General Terms and Conditions

We are entitled to unilaterally amend these GENERAL TERMS AND CONDITIONS - as long as they have been included in the contractual relationship with the customer - to the extent necessary to eliminate faults arising from equivalence disruptions or to adapt to changes in the legal or technical framework. We will inform you in the event that there are adaptations to the content of the amended regulations. The amendment will become an integral part of the contract, if it is not vetoed within six weeks of receiving your receiving the notification of the inclusion of the change of content in the contractual relationship toward us in written or text form.

9. Severability Clause

Should individual provisions of the contract including these provisions be or become fully or partially invalid or should the contract have an unanticipated gap, the validity of the other provisions or parts thereof shall not be affected. The relevant statutory regulations will be applied in place of the invalid or missing provisions.

Part II - Ordering Items from Modena Estense

1. Contractual Partner

Your exclusive contractual partner for ordering items/goods from Modena Estense is Modena Estense 1598 S.r.l., FN MO-417907, Piazza Roma 30, 41121 Modena, Italy (service@modenaestense.com).

2. Prices and Shipping Costs

The valid price is exclusively the price stated at the time of ordering from the online shop. The indicated prices are final prices or gross prices, that is, they contain the valid statutory VAT and other price components, but not the delivery costs. All prices are quoted in euros, including VAT.

All customs fees, duties and delivery charges are to be paid by you and are stated either in the framework of the order or in the framework of delivery.

It cannot be avoided that - in spite of all due diligence - wrong prices for individual products in the online shop (e.g. due to typing errors) are given. In such a case you will, of course, be given the right price and can then decide whether to confirm or withdraw your offer.

On www.modenaestense.com if your order amount is under 50€ we will charge you the proportionally costs, which you can find in the document about the payment and shipping. In this way the costs incurred for postage/freight and packing are only partially covered, we see to the rest. In exceptional cases we have to take a higher rate into account. This will be

reflected accordingly. If, for technical or logistical reasons, a shipment is sent in several parts, we will, of course, calculate the shipping costs only once. For orders from EUR 50.00 no shipping costs for shipping are charged.

If you should have received your order with no shipping costs charged (e.g. due to an promotional offer) and return the ordered goods, we will charge you the shipping costs for the delivered goods. In other words, we will refund you the purchase price, but not the shipping costs.

3. Payment Terms

- 3.1.** Payments are processed by the provider MPAY24. We accept advance payment, payment through PayPal and by Credit Card. For each order we reserve the right not to offer certain payment methods and to point out other payment methods.
- 3.2.** Credit card purchases will be charged to your credit card account.
- 3.3.** Please note that we only accept payments from accounts within the European Union (EU). We do not cover the costs incurred through any money transactions.
- 3.4.** If your payment should be delayed, we are entitled to charge a late fee (maximum EUR 5.00 per reminder) as well as interest on arrears to the amount of 9% above the base interest rate of the European Central Bank's rate per year. Once the dunning period is over we can ask our debt recovery agency to recover the outstanding claim. You are obliged to pay all the incurred debt recovery costs in accordance with the regulation on maximum rates for debt collection institutes according to the current version of the Federal Law Gazette 141/1996. We are entitled to make claims for all damages incurred above the incurred recovery costs. The right to offset your own claims against us is valid only if your claims have been legally established or recognised by us. Moreover, you are entitled to exercise a right of retention only to the extent that your counterclaim is based on the same contractual relationship, unless mandatory statutory provisions stipulate otherwise .
- 3.5.** When placing your order, you agree to the use of electronic invoicing, iSd Section 11 para. 2 of the VAT Act (iSd § 11 Abs 2 UStG), and not to be sent a printed invoice by mail. The electronic invoice will be sent to you by email.

4. Right of Returns for Consumers When Purchasing Items from Modena Estense

- 4.1.** All returns should be to Freinbichler Gesellschaft mbH, Franz-Sauer-Straße 48, A-5020 Salzburg, Austria. Timely dispatch of the products is sufficient to comply with the aforementioned time limit. However, the requirement for exercising your right of return, is that the goods or the food not be opened, be in their original intact state and, without damage, in the original sales packaging with labels, respectively with undamaged seal. You can use the printable return label on www.modenaestense.com for return shipments. If you have problems downloading the return label, please contact our customer service via e-mail at service@modenaestense.com. The right of return does not exist for the purchase of gift vouchers.

Please send items to:

Freinbichler Gesellschaft mbH
Franz-Sauer-Straße 48
A-5020 Salzburg
AUSTRIA

- 4.2. When right of return is exercised, reimbursement will be to the account used for payment. For payments made in advance, the reimbursement will be to the account from which the transfer was made. Payments made through Paypal/by credit card will be refund to the associated Paypal/credit card account.
- 4.3 Please note that the voluntary withdrawal in the event of concluding a contract for the purchase of goods liable to spoil quickly (perishables) or expiry rapidly is excluded. Furthermore, the voluntary right of return does not apply to the purchase of gift vouchers. Any attempt to abuse our services will be pursued by all possible legal means.
- 4.4. Your legal right of withdrawal or revocation or is not affected by compliance with our regulations regarding contractually granted right of return and remains independent of this. The statutory conditions listed there will be valid exclusively up until the expiry of the deadline for the legal right of withdrawal or revocation.

5. **Cost Transfer Agreement**

- 5.1. If you make use of your right of withdrawal, we will cover the costs of the return shipment. After prior consultation and clarification with us, the product can also be returned to Freinbichler Gesellschaft mbH, Franz-Sauer-Straße 48, A-5020 Salzburg, Austria. Prerequisite for exercising the right of return, is that the goods or the food not be opened, be in their original intact state and, without damage, in the original sales packaging with labels, respectively with undamaged seal.
- 5.2. The maximum return costs from EU countries are EUR 10.00.

6. **Statutory Right of Withdrawal for Consumers When Purchasing Items from Modena Estense**

- 6.1 Below please find the legally required information about the requirements and consequences of the right of withdrawal or revocation.
- 6.2 As a consumer you are entitled to a withdraw from this contract within fourteen days without stating any reason fo doing so. The deadline for withdrawal is fourteen days from the date on which you or a third party named by you, who is not the carrier, takes possession of the final goods.

In order to exercise your right of withdrawal, you must notify us

Modena Estense 1598 S.r.l.
Piazza Roma 30
I-41121 Modena
Italy

Tel: +43 6215 88 51 40
Fax: +43 6215 88 51
E-Mail: service@modenaestense.com

of your decision to withdraw from this contract in a clear declaration (e.g., by fax or e-mail). For this purpose you can use the printable sample withdrawal form on www.modenaestense.com. This, however, is not mandatory.

The withdrawal deadline shall be deemed met if you have sent the communication regarding your exercise of the right of withdrawal before the deadline expires.

Consequences of Withdrawal

If you withdraw from this contract, we will refund all payments we have received from you, including delivery costs, without delay and, at the latest, within fourteen days from the date on which we receive notice of your withdrawal from this contract. For this refund we will use the same payment method which you used in the original transaction, unless expressly agreed otherwise. Under no circumstances will you be charged a fee for this refund.

We can withhold the refund until we have either received the returned goods, or you have provided proof that you have sent the goods back, whichever is the earlier.

You must return or pass on the goods to us without delay and no later than within fourteen days from the date on which you notify us of your withdrawal from this contract. The deadline is deemed met if you send the goods before the expiry of the fourteen day deadline. We shall bear the costs of the return shipment in accordance with Section 5. Part 2 (5.2) of these GTCs.

You will only be liable for any diminished value of the goods when this loss in value is attributable to any use of handling of the goods which is not deemed necessary in order to verify the condition, features and functionality of the goods. This is especially the case if goods are opened.

7. Exclusions of the Right of Withdrawal

The right of withdrawal does not apply to contracts

- for the supply of goods liable to spoil quickly (perishables) or expiry rapidly;
- for the delivery of sealed goods which for reasons relating to health protection or hygiene are not suitable for return if the seal has been removed/broken after delivery;
- for the supply of goods which, due to their nature, were inseparably mixed with other goods after delivery;

8. Retention of title

All goods remain our property until the invoice is paid in full.