Podere Treggiaia – Terms and Conditions

These Sales Terms and Conditions regulate the purchase of the products (the "Products") presented on the www.Treggiaia.com website (the "Website"), managed by Podere Treggiaia di Franco Del Fabbro, with registered office at Via delle Venelle 11, 56040 Casale Marittimo (PI), Italy, and Companies Register, tax code and VAT number: 02069350490 (hereinafter "Podere Treggiaia").

These Terms and Conditions form an integral and essential part of the contract for the purchase of any Product.

These Terms and Conditions exclusively regulate the offer, transmission, acceptance, shipment, purchasing methods and right of withdrawal of any purchase order concerning the Products on the www.Treggiaia.com website, between customers and Podere Treggiaia.

These Sales Conditions **do not** regulate the supply of services or the sale of products by subjects other than Podere Treggiaia, which are present on the www.treggiaia.com website through hyperlinks, links or banners. Before purchasing any products or services from subjects other than Podere Treggiaia, we recommend you carefully check the relevant sale conditions: Podere Treggiaia is not responsible for the provision of services by third parties or for the conclusion of contracts with third parties. If you have any questions, please contact us directly by sending an email to <u>info@treggiaia.com</u>.

In addition, the purchase of Products shall be governed exclusively by the provisions contained in the following paragraphs of these Sales Conditions. It should be noted that the provisions of the Sales Conditions referring to Consumers (as defined below) shall apply only to persons who fall under this definition. In particular, consumers will benefit from the protection provided in case of stipulation of distance contracts under Title III, Section II, of Legislative Decree of 6 September, 2005, no. 206 ("Consumer Code"), as well as all other protections provided for, in favor of consumers, by the Consumer Code itself and any other applicable law.

Podere Treggiaia customer service is available for information, complaints and disputes:

Shop online at <u>www.treggiaia.com</u>:

Customer Service: +39 3927703695

Available from Monday to Friday (9 AM - 6 PM)

E-mail: <u>service@treggiaia.com</u>

Podere Treggiaia is available to Customers (as defined below) for any clarification or information concerning the content of the Sales Conditions and of the Contract (as defined in Section 1.2 below) and related discipline, as well as in relation to any claim or information on the Products. If the Customer decides not to use the phone service, all the rights and options recognized to the Customer by law shall remain unaffected. With regard to the saving and printing of the Sales Terms and Conditions, and the possibility of viewing the text of the Contract, please refer to Section 2 of these Sales Terms and Conditions.

1. Scope. Definitions

1.1 The herein Sales Terms and Conditions apply to all Orders concerning the purchase of Products submitted to Podere Treggiaia through its Website. No orders will be taken or modified by phone, but only in writing.

1.2 The following definitions apply within these Sales Terms and Conditions:

Consumer: any natural person who places an Order for purposes unrelated to any business, commercial, craft or professional activity carried out;

Professional: any natural or legal person who places an Order in the exercise of their entrepreneurial, commercial, craft or professional activity, or as an intermediary;

"Customer": depending on the case, a Consumer and/or a Professional;

"Website": the www.treggiaia.com website;

"Product": any product offered by Podere Treggiaia against payment or free of charge to the Customer through the Website;

"Contract": any agreement between Podere Treggiaia and the Customer concerning the latter's purchase of one or more Products, stipulated, depending on the means used, in accordance with the terms set out in Section 3.3.

"Working day": any day of the week, except Saturdays, Sundays and public holidays under Italian law;

"Order": any proposal concerning the purchase of one or more Products, made by the Customer to Podere Treggiaia, or alternatively, depending on the means used, according to the methods set forth in Section 3.3.

2. Downloading and consulting the Contractual terms and conditions

2.1 The Customer can save and keep a copy of the herein Sales Conditions, as well as of all the documents in the Contract relating to the Products purchased on the Website, using the normal functions of their browser (e.g.: "File" -> "Save as").

2.2 In addition, the Customer may store the Order data by using their browser functions, as provided for in article 2.1 and saving the data summarized on the last web page before the Order was placed, or waiting for the Order Confirmation e-mail sent by Podere Treggiaia after the Order has been placed, to the e-mail address indicated by Customer. This confirmation e-mail will contain the data of the Order placed by the Customer, in addition to a link to these Sales Conditions.

2.3 The data of each Order will be saved by Podere Treggiaia on its systems. The Customer can ask for a copy of the Order anytime, should the original email be lost or unretrievable.

3. Stipulation of the Contract

3.1 Any Contracts relating to the purchase of the Products will be stipulated exclusively in Italian.

3.2 The presentation of Products on the Website constitutes an invitation addressed to the Website users to make a purchase proposal to Podere Treggiaia. Such invitations to offerings are not binding for Podere Treggiaia and, in particular, do not constitute offers to the public pursuant to and for the purposes of art. 1336 of the Italian Civil Code, Podere Treggiaia having full discretion in deciding whether to accept any proposal made by Customers, also depending on the actual Products availability and their delivery destination.

3.3 Stipulation of the contract via the Internet

3.3.1 In order to proceed with the purchase of one or more Products through the Internet, it is not necessary for the Customer to register on the Website in advance; it

is sufficient for the Customer to fill out and submit an order form on the Website - in compliance with the applicable provisions on personal data protection – providing all data necessary to allow Podere Treggiaia to accept and execute the Orders placed, authorizing Podere Treggiaia to process them, also pursuant to Legislative Decree no. 196/2003 and subsequent amendments and integrations.

3.3.2 When the Customer is navigating the order form on the Website, they may select one or more Products they intend to purchase, select the quantity of each item, and they will always be able to view or edit before placing the Order.

3.3.3 Before submitting the Order, the customer can choose their method of payment, whether by Bank Transfer, or by Credit Card.

3.3.4 By clicking on "Order now", the Customer will start the Order-placing procedure. If they have chosen to pay by Credit Card, they will be taken to a web page of the payment gateway provider (Stripe), where they will be asked for their credit card information and confirmation of payment. In this case, the contract is to be considered concluded, and the order confirmed. When the payment is completed, the customer will receive immediately a confirmation email (Order Confirmation), containing the summary of its order and the amount paid.

If they have chosen to pay via Bank Transfer, the Order will be considered provisional, until the payment has reached Podere Treggiaia's bank account. The Customer will receive an email with a summary of the order, the amount to be paid, and the bank coordinates to carry out the payment. Failure to execute the payment within 7 days from the order date will cause the order to be cancelled. After the payment has been received, the Customer will receive a confirmation email (Order Confirmation), with a summary of the order and the amount paid.

3.3.5 Before placing any Order, the Customer is invited to read the herein Terms and Conditions carefully.

4. Information on the products on sale

Due to the nature of the Products offered by Podere Treggiaia on its website (Extra Virgin Olive Oil is produced only once a year, at the end of October) it could be that the Products are not in stock at the time of the Order. The actual availability of a Product depends, among other things, on the number and size of orders placed by Customers and the period of the year. Orders may therefore be subject to quantity limitations and Products are offered within the limits of actual stock availability. If one or more products are missing, Podere Treggiaia will promptly inform the Customer, by offering to amend the order made or by cancelling it; in the latter case, it will reimburse any amount paid by the Customer in the following days and, in any case, within 14 days from the date of payment.

4.1 The Products offered by Podere Treggiaia on its website are exclusively "premium" and top quality items. These Products are the result of scrupulous and constant care and are produced directly by Podere Treggiaia on its own or rented land. Podere Treggiaia does not sell irregular, counterfeit or substandard products on the market.

4.2 Podere Treggiaia guarantees the accuracy and truthfulness of all the information and indications contained on the labels of its Products. If you have any complaints, please contact us directly by e-mail at service@treggiaia.com and Podere Treggiaia.

4.3 The essential characteristics of the Products offered by Podere Treggiaia are presented in special product sheets, which can be viewed directly on www.treggiaia.com. The images of the Products on sale on www.treggiaia.com may not be perfectly representative of their characteristics: they may differ slightly in color,

size, or other elements, also due to the characteristics of the Internet browser and/or monitor used. This sale support information is therefore intended as general and purely indicative information material.

5. Price and shipping fees

The prices of the Products published on the homepage and in the various sections of the Website are inclusive of VAT, but do not include any taxes, charges and duties applicable in the country of destination of the Products (if different from Italy), which will be borne by the Customer.

Podere Treggiaia reserves the right to amend the prices of the Products shown on the Website at any time. Any possible amendment to the Product prices will not be effective towards Customers who have already placed an Order.

The price for the purchase of Products also includes the shipping costs, which will be displayed or communicated in the order form, before the Customer confirms its Order. Shipping costs are published in the specific section of the Website and are inclusive of VAT. Podere Treggiaia reserves the right to modify at any time the shipping costs of the Products shown on the Website. Any amendment to the Products shipping costs will not be effective for Customers who have already placed an Order.

6. Payment

6.1 The Customer will need to pay the full price of the products ordered when placing the Order. It is understood that, in case of non-acceptance of the order by Podere Treggiaia, Podere Treggiaia will refund Customers the amounts paid by them in the days immediately following payment and, in any case, promptly.

During the order submission process, Podere Treggiaia may offer, at its complete discretion, different payment methods, such as by Bank Transfer or by credit card (Visa, MasterCard, American Express). The Customer must choose the payment method they intend to use from among those offered by Podere Treggiaia.

6.2 In case of payment via Credit Card, the transaction will take place on a secured server, via encrypted protocol, managed by Stripe or other payment gateway providers, which provide the relevant remote electronic payment services, without third parties having access to it. Such information shall never be used by Podere Treggiaia, except for reasons related to the correct execution of the contract, such as, for example, to complete the procedures related to the Customer's purchase or to issue the relevant refunds in their favor in the event of possible Product returns, further to exercising their right of withdrawal, or if it is necessary to protect their rights or prevent and report any frauds or other offences to the police or other authorities.

6.3 Invoices will be issued exclusively in electronic format and only for each order of the Customer who has entered their tax code and has made an explicit request in this sense. The invoice will be issued on the basis of the information provided by the Customer when placing the Order (Billing Address). No change in the invoice will be possible after its issue, except in case of error or omission attributable to Podere Treggiaia. When placing the Order, it is necessary to indicate whether the shipping address is different from the billing address and, if so, the name of a representative to receive the Products.

If the Customer chooses not to enter their tax code or VAT number, Podere Treggiaia will not issue an invoice, nor will it certify the payment by issuing a receipt or fiscal receipt pursuant to Art. 22, paragraph 1 DPR 633/72 and Art. 2, lett. oo) DPR 696/96.

7. Delivery

7.1 Podere Treggiaia sells and delivers the Products offered on its website www.treggiaia.com, exclusively to its Customers and to any delegates of the same who are over 18 (eighteen) years of age and, in any case, in full compliance with the laws and regulations in force.

7.2 Podere Treggiaia delivers the Products to the address indicated by the Customer in the www.Treggiaia.com purchase procedure, through national and international couriers (GLS, UPS, FedEx, Bartolini, SDA and others), which take full responsibility for the delivery to the address indicated by the Customer, after taking charge of the Products at Podere Treggiaia. Podere Treggiaia therefore accepts no responsibility for any damage or behavior of couriers.

7.3 Deliveries are made only to the countries indicated on www.Treggiaia.com. Podere Treggiaia periodically updates the list of countries. The Customer is therefore invited to check if delivery is available, whilst completing the Order. Should the country of desired delivery not be available for delivery, we invite the customers to contact Podere Treggiaia at info@treggiaia.com so that they can check for a possible alternative and inform the customer about potential oncosts before the customer places the order. Podere Treggiaia does not carry out shipments to Mail Boxes, companies providing domiciliation services or P.O. boxes.

7.4 Irrespective of the actual availability of Products, Podere Treggiaia reserves the right not to accept or not to execute Orders for Products to be delivered outside the Italian territory. For deliveries, Podere Treggiaia will use trusted carriers selected by Podere Treggiaia itself.

7.5 Podere Treggiaia will not be liable for non-delivery or delayed delivery in the following cases: (a) it is not able to make up for the unavailability of such Products, due to circumstances beyond its control and (b) it has promptly communicated such unavailability of Products to the customer. In any case, if the Customer is a Consumer and the unavailability of the Products due to one of the circumstances indicated in letters (a) and (b) above does not allow delivery of the Product within 30 (thirty) days from the date the order was placed by the Consumer, Podere Treggiaia will promptly reimburse the Consumer - and in any case within 14 (fourteen) days from the date of payment - for any advance payment of the price.

7.6. Podere Treggiaia will not be liable for non-delivery or delayed delivery due to force majeure or fortuitous events, such as strikes, Public Authority measures, rationing or shortage of energy or raw materials, transport issues, fires, floods and damages to industrial machinery not depending on Podere Treggiaia. Podere Treggiaia will promptly inform the Customer of the occurrence and resolution of a force majeure event. If the cause of force majeure persists for a period exceeding 30 (thirty) days, each party will have the option to terminate the contract. In this case of withdrawal, the Customer will not be entitled to any compensation or damages for any reason, without prejudice to the right to a refund of any amount already paid as price for the Product ordered and for its shipment by ordinary means, within 14 days of sending the Order.

8. Complaint handling

8.1 Without prejudice to the guarantee under Art. 128 et seq. of Legislative Decree 206/2005, if the product purchased turns out to have a "rancid taste" or manufacturing defects, the Consumer may request the replacement of the same within the mandatory period of 14 days from its receipt by telegram, or e-mail at <u>service@treggiaia.com</u>, or telephone communication to the Customer Service at +39 392 7703695. In this case, the Consumer is required to return the defective or damaged product in its original packaging, intact in all its parts, including the cap. In case of Product replacement, the shipping costs for the return of the defective product shall be borne by the Customer, while the shipping costs for the new Product shall be borne by Podere Treggiaia. 8.2 Podere Treggiaia will then carry out the requested replacement within a reasonable period of time after receiving the Consumer's request with an identical Product or, in case of exhaustion of stocks and upon agreement with the Consumer, with one of equivalent value. Podere Treggiaia invites the Consumer to describe in as much detail

as possible the nature of the defect or fault found and, if necessary, to send a copy of the order documents, i.e. to indicate the order number, the Consumer's telephone number and the Customer code and any other information useful for the correct identification of the complaint. Podere Treggiaia recommends, in any case, to verify that any e-mail sent by Podere Treggiaia are not redirected or blocked by any 'spam' filters, or do not reach their destination correctly due to other technical issues of the recipient's e-mail program or, in any case, falling within the latter's sphere of autonomy. 8.3 It is expressly understood that Sections 8.1, 8.2 above shall not apply in case of defects found in Products purchased by Professional Customers, in respect of which Podere Treggiaia, except for the mandatory legal limits, does not issue any conventional warranty.

9. Customer service

For any information, request or assistance, Podere Treggiaia invites the Customer to contact the Customer Service:

Podere Treggiaia di Franco Del Fabbro, via delle Venelle 11, 56040 Casale Marittimo (PI) ITALY Tel: +39 392 7703695

E-Mail: <u>service@treggiaia.com</u>

10. Right of withdrawal / Order cancellation

The following rules on the right of withdrawal are applicable only in relation to Orders placed by Consumers. For this category of Customers, the option of cancelling the order by contacting Customer Service is also available. The request for cancellation of the order cannot be accepted if the Products have already been shipped, or if Podere Treggiaia has already started to perform the service. In this case, if the relevant conditions apply, the Consumer may in any case make use of the right of withdrawal provided by the Consumer Code for the stipulation of distance contracts.

10.1 Information concerning the exercise of the right of withdrawal

Instructions on withdrawal - pursuant to Art. 49, paragraph 4, Legislative Decree 206/2005 -

Right of withdrawal

The Consumer has the right to withdraw from the contract, without specifying a reason, within 14 days.

The withdrawal period expires after 14 days:

- in the case of a sales contract: from the day on which the Consumer or a third party other than the carrier designated by the Consumer, acquires physical possession of the goods;
- in the case of a contract relating to multiple goods ordered by the Consumer in a single order and delivered separately: from the day on which the Consumer or a third party, other than the carrier designated by the Consumer, acquires physical possession of the last good;
- in the case of a contract for the delivery of goods consisting of multiple lots or pieces: from the day on which the Consumer or a third party, other than the carrier and designated by the Consumer, acquires physical possession of the last lot or piece;
- in the case of a contract for the periodic delivery of goods during a determined period of time: from the day on which the Consumer or a third party, different from the carrier and designated by the Consumer, acquires physical possession of the first item.

In order to exercise the right of withdrawal, the consumer must inform Podere Treggiaia of their decision to withdraw from the contract by means of an explicit declaration (e.g. letter sent by mail or e-mail). For this purpose, the Consumer may use the standard withdrawal form in section 10.3 below, even though this is not compulsory.

10.2. Effects of withdrawal

If the Consumer withdraws from the contract, they will be reimbursed for all payments made to Podere Treggiaia, including any delivery costs (with the exception of additional costs resulting from the choice of a non-standard delivery method offered by Podere Treggiaia), without undue delay, and in any event no later than 14 days from the day on which Podere Treggiaia was informed of the Consumer's decision to withdraw from the contract. Said refunds shall be made by means of bank transfer or by using the same means of payment used by the Consumer for the initial transaction, unless agreed otherwise with the Consumer; in any event, the Consumer shall not incur any cost as a consequence of said refund.

The refund may also be suspended until receipt of the goods or until the consumer proves to have returned the goods, whichever comes first. The Customer is kindly requested to ship back the goods or to deliver them to Podere Treggiaia by Franco Del Fabbro, via delle Venelle 11, 56040 Casale Marittimo (PI), Italy, without any undue delay and, in any case, within 15 days from the receipt of the e-mail from the Customer Service authorizing the return.

The costs for the return of products in relation to which the withdrawal has been exercised will be borne by the customer.

The Consumer shall be liable for any diminished value of the goods resulting from their handling, other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exclusion of the right of withdrawal

The right of withdrawal of the Consumer under this article is subject to the exclusions provided by Legislative Decree. 206/2005. In particular, this right may not be exercised with reference to the supply of:

- made-to-measure or clearly customized goods;
- items subject to quick deterioration or expiration;

 sealed goods that are not suitable for return for hygienic or health protection reasons and have been opened after their delivery;

10.3. Standard withdrawal form - pursuant to Art. 49, paragraph 1, letter h) -

Recipient: Podere Treggiaia di Franco Del Fabbro, via delle Venelle 11, 56040 Casale Marittimo (PI), Italy

Phone: +39 392 7703695, E-mail: service@treggiaia.com

I/We (*) hereby give notice of withdrawal from my/our (*) contract of sale of the following goods/services (*)

- Ordered on (*)/received on (*)

- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)

- Date

(*) Delete as appropriate.

10.4. Instructions for exercising the right of withdrawal provided for the Consumer

10.4.1 In the communication, the Consumer shall indicate the Product(s) for which they intend to exercise the right of withdrawal, the order number and date of the order, the invoice number, their bank details (IBAN code). After the communication, the Consumer will be required to wait for our Customer Service email authorizing the return. The Consumer will then return the goods subject to withdrawal within fifteen (15) days from receiving Podere Treggiaia's. <u>The Products must be returned intact</u> in the agreed manner and within the agreed time.

10.4.2 The only costs that the Consumer will have to bear are the direct costs of returning the purchased Products.

10.4.3 The Right of Withdrawal, in addition to compliance with the terms and procedures described in paragraphs 10.4.1, 10.4.2 above, shall be deemed to be properly exercised if the following Conditions of the Right of Withdrawal are fully complied with:

- the Products purchased must be substantially intact and sealed;
- the Products must be returned in their original packaging (in case of more than one bottle in the same package, all bottles must be returned);
- returned Products relating to the same order must be sent to Podere Treggiaia in a single shipment. Podere Treggiaia reserves the right not to accept bottles or Products of the same order, returned and shipped at different times;

The costs and activities for the return of the goods will be borne by the Customer, who shall be liable in case of Product loss or damage. Once they are delivered to the warehouse, the Products will be examined to assess any damage or tampering (the substantial integrity of the returned goods is an essential condition for the proper exercising of the right of withdrawal);

We recommend the utmost care in preparing the package using the original packaging; the Products must not have been used or damaged;

It is expressly reiterated that the right of withdrawal is reserved only to natural persons, previously defined as "Consumers" in paragraph 1.2; it therefore excludes any purchases made by retailers or persons who, in any capacity, purchase for their entrepreneurial, commercial, craft or professional activity, or their intermediaries;

The withdrawal notice must be properly filled in and sent to Podere Treggiaia within fourteen (14) working days from receipt of the Products pursuant to Section 10.1.

Products for which the withdrawal has been exercised shall be returned within 15 days from receipt of the return authorization e-mail, correctly packed in their original

packaging, in a perfect state of preservation (not damaged or soiled) including all accessories, instructions for use and documentation, the transport document (in the original packaging), so as to allow Podere Treggiaia to identify the Consumer (order number, first name, last name and address);

In the event of prize purchases (the so-called promotions), in which the purchase of a product is combined with another product sold at a symbolic price or supplied free of charge, the right of withdrawal will be legitimately exercised with the return of both products subject to the order, given the incidental nature of the promotional item with respect to the first item.

If the Podere Treggiaia Product is not returned in compliance with the provisions of this section 10.4, the withdrawal shall not be effective.

10.4.4 If the Right of Withdrawal is exercised according to the terms and conditions indicated in this paragraph 10.4, Podere Treggiaia will refund any amount already collected for Products purchased directly from www.treggiaia.com in the shortest possible time and, in any case, within fourteen (14) days from the date on which Podere Treggiaia became aware of the exercise of the right of withdrawal by the Consumer, without prejudice to Podere Treggiaia's right to suspend said refund, pursuant to paragraph 10.2, until the goods are received, or until the Consumer proves to have returned the goods, whichever comes first. The refund procedure will be activated once it has been verified that the above terms and conditions have been respected, as indicated in paragraph 11 below.

10.4.5 If the terms and conditions for exercising the right of withdrawal have not been observed, the Consumer will not be entitled to the refund of the amounts already paid to Podere Treggiaia or to the issue of any credit requested. It will however be possible to re-obtain, at the Consumer's expense, the Products in the state in which they were returned to Podere Treggiaia. Otherwise, Podere Treggiaia may retain the Products, in addition to the amounts already paid for their purchase.

11. Refund times and methods

11.1 Once the Products have been returned, Podere Treggiaia will carry out the necessary checks on their conformity with the conditions and terms indicated in paragraph 10.4.3. In case of positive outcome of the verifications, Podere Treggiaia will send the relevant confirmation of acceptance of the returned Products to the Customer via mail.

11.2 Whatever method of payment used, Podere Treggiaia will activate the refund in the shortest possible time and, in any case, within fourteen (14) days from the date on which Podere Treggiaia became aware of the exercise of the right of withdrawal, upon verification of the correct execution of the right of withdrawal itself and acceptance of the returned Products. This is without prejudice to Podere Treggiaia's right to suspend the refund, pursuant to paragraph 10.2, until the goods are received, or until the Consumer proves to have returned the goods.

11.3 If the recipient of the Products indicated in the order form and the person who made the payment of the sums due for their purchase do not match, in the event of exercise of the right of withdrawal, the sums will be refunded by Podere Treggiaia, in any case, towards the person who made the payment.

12. Gift Vouchers (Coupon)

12.1 Gift vouchers (the "Gift Vouchers") are prepaid vouchers issued by Podere Treggiaia that can be purchased by Customers and used exclusively for the purchase of Products on the Website.

12.2. A Gift Voucher cannot be used to purchase other Gift Vouchers.

12.3. A Gift Voucher can only be used by the bearer before placing the Order, without prejudice to the possibility for the Customer to use the Gift Voucher for subsequent purchases. The Gift Voucher is not redeemable in cash and no interest will accrue on its credit. The credit of each Gift Voucher can be combined within a single Order procedure.

12.4. The cancellation of an Order for the purchase of a Gift Voucher can be made via the Customer Service, provided that the Gift Voucher has not yet been used, according to the procedures provided for the exercise of the right of withdrawal in Section 10 above. A Gift Voucher shall be deemed to have been used if it has been used in the context of an Order or credited to a Customer's account, as indicated in the private area of the Website.

12.5. If the credit represented by a Gift Voucher is lower than the price of the Order, the difference can be paid by the Customer with the other payment methods allowed.

12.6. Podere Treggiaia will not be liable in any way for loss, theft or illegibility of paper Gift Vouchers. Furthermore, Podere Treggiaia will not be liable in case of errors in the communication by the Customer of the e-mail address of the recipient of the Gift Voucher.

12.7. The Gift Voucher is transferable. Reproduction, publication and/or falsification of the Gift Voucher is not permitted. In case of fraud, embezzlement or suspicion of illegal activities connected with the purchase or collection of a Gift Voucher, Podere Treggiaia reserves the right to report the incident to the competent public safety authorities and to take any appropriate action to protect its rights and interests, including suspension or closure of the Customer account or refusal of generally permitted payment methods.

13. Protection of personal data

Podere Treggiaia will process Customers' personal data in compliance with fundamental rights and freedoms, and dignity of the persons concerned, with particular reference to the right to confidentiality, personal identity and personal data protection, in accordance with the provisions of the Privacy Code and with the information provided to Customers before and during registration; personal identity and the right to protection of personal data, in accordance with the provisions of the Privacy Code and the right to protection of personal data, in accordance with the provisions of the Privacy Code and as contained in the information made available to Customers at the time of registration to the website and before placing the order.

You can consult our Privacy Policy by clicking HERE (www.treggiaia.com/privacy-policy)

14. Amendment of the Sales Conditions

If any changes are made to these Sales Conditions, Podere Treggiaia will promptly publish the amended Sales Conditions on the Website.

The amended Sales Conditions will become an integral part of the new Contracts, from the date of the first Order placed by the Customers, following their publication on the Website. In case of Orders already placed before this communication, the previous version of the Sales Conditions shall apply.

15. Replacement clause

If a present or future provision of the Sales Terms and Conditions and/or the contract should be or become wholly or partially null and void and/or ineffective, or if there is a gap in the provisions of the Sales Terms and Conditions and/or the contract, the remaining provisions of the Sales Terms and Conditions and the contract shall nevertheless remain valid and effective. It is understood that Podere Treggiaia and the Customer will undertake to negotiate in good faith the integration of the gap or the replacement of the invalid and/or ineffective clause, with the aim of achieving the same results as those pursued by the invalid or ineffective clause and of safeguarding the economic essence of the contract.

16. Applicable law and dispute resolution

16.1 The Terms and Conditions are governed by Italian law and in particular by Legislative Decree n. 206 of 6 September 2005, Consumer Code, with specific reference to the legislation on distance contracts concluded with Consumers and Legislative Decree n. 70 of 9 April 2003, on certain aspects of electronic commerce. 16.2 The sale of Products and/or services takes place in the Italian territory and is subject to the laws in force therein. The competent court for the resolution of any disputes relating to contracts for the purchase of products will be exclusively that of Pisa, subject to the application of mandatory rules for the protection of the consumer under Legislative Decree n. 206/2005.