

## WEBSITE GENERAL TERMS AND CONDITIONS

### OVER-AMSTEL BOERDERIJ B.V.

These general terms and conditions (the "**General Terms and Conditions**") set out the legal terms that apply to the use of the website [www.over-amstel.com](http://www.over-amstel.com) (the "**Website**") and the purchase of the products from Over-Amstel Boerderij B.V., a company incorporated and registered in the Netherlands with company number 62085557, with registered office at Binnenweg 17, 1191 AA Ouderkerk aan de Amstel, the Netherlands ("**Seller**").

Please print a copy of the General Terms and Conditions and save them in a durable medium.

#### 1. GENERAL INFORMATION AND AREA OF APPLICATION

- 1.1 These General Terms and Conditions apply to all services offered by Seller through the Website and the purchase of any of the products offered on the Website (the "**Products**"). All users of this Website are subject to and bound by these General Terms and Conditions without reservation, including any purchase made by such user of any Products.
- 1.2 On the Website, Seller offers the Products for sale and provides e-commerce activities only for its end customers who are at least the minimum age required to purchase alcohol in purchaser's country of residence (the "**Minimum Age**") and who are "consumers", namely individuals acting with purposes that do not relate to any commercial, business, trade or professional activity they may perform (the "**Customer**").
- 1.3 The offer and sale of the Products relates only to those countries listed in the List of Countries on the relevant page of the Website, which can be reached via the home page.
- 1.4 Seller reserves the right not to fulfil any orders from non-consumers and/or from persons under the Minimum Age, or from any country not included in the List of Countries, or any order that does not conform to its own commercial policy.
- 1.5 Seller reserves the right to amend these General Terms and Conditions from time to time by changing them on the Website, although no such change will affect any order the Customer has already placed with Seller. Eventual amendments and/or new conditions will be in force since their publication on the Website. For this purpose, Seller kindly invites the Customers to access the Website regularly and verify the publication of updated General Terms and Conditions.
- 1.6 Customer acknowledges that the continued use of the services of the Website after the effective date of any notice provided pursuant to the previous paragraph shall demonstrate Customer's willingness to accept and be bound by the General Terms and Conditions as updated from time-to-time.
- 1.7 The applicable General Terms and Conditions are those in force and effect at the time Customer places the order of a Product.
- 1.8 These General Terms and Conditions do not regulate the sale of products and/or the provision of services by subjects different from Seller that are present on the Website by links, banners or other hyperlinks. Before undertaking commercial transactions with those subjects, it is necessary that the Customer verifies the applicable terms and conditions offered and relating to any such sales. Seller is not responsible in any way and makes no representations or warranties regarding the efficacy for the provision of services and/or the sale of products by those subjects appearing in any links, banners or other hyperlinks from the Website.

## **2 REGISTRATION**

- 2.1 In order to benefit of services and purchase one or more Products, it is necessary to register to the Website and create an account. The non-acceptance of General Terms and Conditions or reservation of rights by Customer entails the lack of possibility to register to the Website.
- 2.2 The registration to the Website is free. In order to register, the Customer has to fill in the registration form, with name, surname, e-mail address and a password (hereinafter "**Registration Credentials**"). The registration is confirmed by an e-mail sent to the address provided by the Customer. Seller hereby expressly disavows any extraneous terms and conditions set forth in any emails sent by Customer to Seller.
- 2.3 The Registration Credentials shall be used exclusively by the Customer and cannot be shared with or assigned to third parties. The Customer must inform Seller without delay in case of suspected misused of the Registration Credentials. The Registration Credentials may be modified by the Customer at any time accessing the Website at the area dedicated to the user profile.
- 2.4 The Customer represents and warrants that the information provided by Customer during the registration procedure of Customer's Registration Credentials are complete, correct and true. The Customer accepts to hold Seller harmless from any liability obligation, penalty arising and/or in any way connected to the violation by the Customer of the rules regarding the registration to the Website. The Customer is exclusively responsible for the access to the Website with the Registration Credentials and is liable for any damage or detriment caused to Seller or to third parties by an inappropriate use, lack, misappropriation by third parties or failure to protect an adequate secrecy of his own Registration Credentials. All the operations carried out under the Registration Credentials are deemed made by the Customer to whom the Registration Credentials refer.
- 2.5 Services are provided in Dutch and English.
- 2.6 Customers are allowed to have only one registration. Multiple registrations will be deleted.
- 2.7 Seller reserves the right to refuse, in its sole discretion, the registration of any user. Furthermore, Seller reserves the right not to accept orders coming from any Customer and/or to block the account of any Customer who in Seller's sole discretion acts in violation of these General Terms and Conditions or the applicable law.
- 2.8 Customer can cancel its account / registration with immediate effect, by sending an e-mail to [info@over-amstel.com](mailto:info@over-amstel.com).

## **GENERAL CONDITIONS OF SALE**

### **3 PRE-CONTRACTUAL INFORMATION**

#### **3.1 Seller informs the Customer that:**

- (a) to complete the purchase of one or more Products on the Website, the Customer shall complete an order form in electronic format and transmit it to Seller, electronically, following the instructions that will appear from time to time on the Website and which will accompany the different stages of the purchase;
- (b) the contract is concluded when Seller registers the order form, after verifying the correctness of the order and payment data;
- (c) before proceeding with the transmission of the order form, the Customer can identify and correct any data entry errors by following the instructions indicated on the Website from time to time and which will accompany the various stages of the purchase;
- (d) once the order form has been registered, Seller will send the Customer a confirmation e-mail, to the e-mail address indicated, containing a summary of these General Terms and Conditions, information relating to the characteristics of the product purchased, a detailed indication of the price, the payment method used, how to exercise the right of withdrawal, the shipping costs and any additional costs, as well as reference to the customer care service. It is recommended to keep the e-mail received as proof of purchase or to store it on a durable medium;
- (e) the order form will be stored in Seller's database for the time necessary to process the order and, in any case, according to applicable law. To retrieve the order form, the Customer can access the personal section of the Website where he will find the list of all orders placed.

### **4 TERMS AND CONDITIONS OF PURCHASE**

- 4.1 All prices shown on the Website are expressed in Euros (€) and are inclusive of VAT. The delivery cost is explicitly indicated and is inclusive of VAT. This amount will be highlighted separately on the order form prior to confirm the purchase and on the order confirmation email.
- 4.2 The Customer will be charged the price of the Product indicated on the Website when the order is placed.
- 4.3 Seller will retain title to the property of Products until payment of the purchase price and expenses has been made by the Customer.
- 4.4 Seller will process the purchase order only after receiving confirmation of authorization to pay the total amount due, consisting of the purchase price, shipping costs and any additional costs, as indicated in the order form.
- 4.5 Seller reserves the right not to confirm orders from Customers with whom disputes are pending or in the case provided for by article 2.7.

### **5 AVAILABILITY**

- 5.1 Products are offered on the basis of limited availability and subject to the prices in effect at the time that Seller accepts Customer's order. Seller has no obligation to honour mispriced Products and reserve the right to refuse and cancel orders and services listed at incorrect prices. It may therefore happen that the Product ordered is no longer available after the

purchase order has been registered. In any case of unavailability of the ordered Product, the Customer will be promptly informed by e-mail and the purchase order will be cancelled. If the payment has already been tendered, Seller will reimburse the amount actually tendered by the Customer, as soon as processed by Seller and in any case within thirty (30) days from the day after the day in which the order has been placed. The refund amount will be communicated by e-mail, and credited to the same payment method used for the purchase or by bank transfer.

- 5.2 Seller declines all responsibility for any delays in crediting, which depend on the bank or the type of credit card used for payment. In any case, the value date of the re-credited amount will be the same as the debit.

## **6 DELIVERY**

- 6.1 Deliveries are made throughout Europe, to the address indicated by the Customer in the order form.
- 6.2 Delivery times are those indicated in the purchase order and specified in the purchase order confirmation. In case of failure to indicate a specific delivery term, it will take place within thirty days from the day after the day in which the order has been placed.
- 6.3 Upon delivery of the Products to the carrier, an e-mail confirming the shipment will be sent to the Customer. Deliveries will be made from Monday to Friday, during normal office hours, excluding national holidays.
- 6.4 In the event of impediments to delivery due to force majeure, Seller will contact the Customer by e-mail to inform him of the delay in delivery times. Seller cannot be held in any way responsible for any delays due to events of third parties and/or to causes of force majeure.
- 6.5 Delivery is deemed completed when the Product is made available to the Customer at the address specified in the order form.
- 6.6 In the event that the package shows obvious signs of tampering or alteration, the Customer must mark it at the time of delivery by signing the appropriate proof of delivery (POD) document prepared by the courier. In case of failure to report as indicated above, the Customer will not be able to claim against Seller.
- 6.7 The service includes two delivery attempts which will be made to the address entered by the Customer when placing the order. After each attempt, a delivery note will be left at the recipient's address. If the second attempt is unsuccessful, the courier will make an attempt to call the phone number entered at the time of the order to arrange delivery. Should the Customer be unavailable, the goods will be returned to the warehouse.

## **7 CANCELLATION (RIGHT OF WITHDRAWAL)**

- 7.1 The Customer is entitled to cancel his/her order for any reason, without explanation and without any penalty, within 14 days from receipt of the Products, except for the cases in which the right of withdrawal is excluded pursuant to article 7.6 below.
- 7.2 To exercise the right of withdrawal, the Customer may use the cancellation form included at the end of these General Terms and Conditions. Alternatively, the Customer can send a written communication of the intention to cancel, providing details (name, surname, address and email), the order date and the date of receipt, the order number and details of the Products purchased. The notification of cancellation must be sent to the Seller by email to [info@over-amstel.com](mailto:info@over-amstel.com).

- 7.3 The Customer must return the Products using a carrier of his choice and at his own expense, within 14 days from the date of communication of the cancellation. The costs and risks associated with returning the Products are borne by the Customer.
- 7.4 The Products must be returned intact and properly packaged, preferably in their original packaging, accompanied by any accessories. For any further information contact [info@over-amstel.com](mailto:info@over-amstel.com).
- 7.5 In case of exercise of the right of withdrawal, Seller shall refund the Customer the full amount paid for the returned Products, including shipping expenses, if any, within 14 days from the date in which the notice of cancellation was received, without prejudice to the right of Seller to suspend the payment of the reimbursement until the actual receipt of the Products. The reimbursement shall be carried out using the same payment method used by the Customer, unless a different method has specifically been requested and approved by Seller.
- 7.6 The right of cancellation is subject to the following conditions:
- (a) The right applies to a Product purchased in its entirety; therefore, if the Product is composed of multiple components or parts, the cancellation may not be exercised only on a part of the purchased Product.
  - (b) The right of withdrawal is excluded in the following cases:
    - (i) orders of tailored or clearly personalized Products;
    - (ii) orders of Products which are likely to deteriorate or expire rapidly;
    - (iii) orders of sealed Products which are not suitable to be returned for hygienic reasons or connected to the protection of health or that were opened after the delivery.
- 7.7 With reference to article 7.6 above where the cancellation right is excluded, the Customer is aware and agrees that among the Products that “are likely to deteriorate or expire rapidly” are included all food and drink Products, because the features and qualities of these types of Products are subject to change even as a result of improper storage. Therefore, also for reasons of hygiene and for the protection of Customers, the right of cancellation applies only to Products purchased on the Website that may be returned to Seller and remarketed without danger to the health of the consumers (e.g. books, gadgets, utensils, etc.).
- 7.8 The Customer is responsible for any impairment in the value of the Products resulting from any handling of the Products other than what was necessary to determine their nature, characteristics and functioning.

## **8 PAYMENT**

- 8.1 Payment of the Products purchased on the Website can be made by credit cards / iDEAL only.
- 8.2 When payment is made by credit card, at the time of transmission of the order, no charge will be made on the credit card. The charge will be made only after (i) the data of the credit card used by the Customer for the payment have been verified and (ii) the company issuing the credit card used by the Customer has issued the authorization for the debit.

## **9 WARRANTY AND LACK OF CONFORMITY**

- 9.1 In case of defect and/or lack of conformity of the Products sold by Seller, the Customer shall immediately contact the Customer Service using the appropriate contact form accessible on the Website in the “Customer Care” section or send an email to [info@over-amstel.com](mailto:info@over-amstel.com).

- 9.2 The Customer is entitled, at his/her option and to the extent that the type of the Product permits so, to a free of charge restoration of the Product's conformity by repair or replacement, or if not reasonably possible, to an appropriate reduction of the price or to the termination of the agreement.
- 9.3 Seller will not be liable for any defect or lack of conformity if Customer does not report the lack of conformity to Seller within two months from the date Customer discovered the defect, unless the defect is caused by Customer's improper use or care, or the Product by its nature is perishable or subject to expire in a shorter term, in which case the defect shall be reported within that reduced time. In view of the foregoing, the Customer must provide proof of the date of purchase and delivery of the Products.
- 9.4 In case of a corked wine, the customer is required to keep the bottle with at least 2/3 of the content and its original cork and to contact the Customer Service. Seller will arrange a free pick-up in order to carry out further checks and propose the most suitable solution.
- 9.5 Customer will no longer be entitled to any repair, replacement, reduction or termination if the Products are in any way altered by the Customer or in case of any failures or malfunctions or other defects caused by accidental events or by the Customer's responsibility or by a use of the Product that does not conform to its intended use.

## **10 SUSPENSION OF SERVICE**

- 10.1 Seller reserves the right to suspend temporarily, without any preventive notice, the provision of the Website and the services for the strictly necessary period for technical interventions deemed necessary and suitable in order to improve services quality.
- 10.2 Seller may interrupt the provision of the service at any time, in case motivated security reasons or confidentiality violations occur.

## **11 WEBSITE CONTENTS AND INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Contents of Website, such as, as a way of example, works, sounds and videos, images, pictures, dialogues, music, documents, drawings, figures, logos and any other material, in any format, published on the Website, including menu, web pages, graphics, colours, schemes, instruments, characters and design of the website, diagrams, layouts, methods, processes, functions and software, are protected by copyright and by any other intellectual property right owned by Seller and the other rights' owners. Reproduction, modification, duplication, copy, distribution, sale or any exploitation of images and of the Website contents is strictly forbidden, if not preventively authorized in written by Seller. Furthermore, any usage of the Website contents for commercial and/or advertising purposes is prohibited.
- 11.2 All others distinctive signs that characterise the products/services published on the Website are registered trademarks of the respective owners and are used by Seller being owner and/or authorized licensee, only in order to distinguish, describe and advertise the products/services published/on sale on the Website.
- 11.3 Any usage of the abovementioned distinctive signs that does not comply with the law and that is unauthorized is prohibited. It is not allowed to use any distinctive sign available on the Website in order to take undue advantage by the distinctive signs themselves or by their reputation or in any way that may be detrimental for them or their owners.
- 11.4 Under no circumstances the user can alter, change, modify or adapt the Website, neither the material provided by Seller. The user cannot bypass the technical limitations present in the software, translate, decrypt, decompile or disassemble the software, neither try to gain access to the source code of the Software or to create derivative works based on the software, publish

the software in order to consent to others to duplicate it, to rent, sub-license, financial lease or loan the software.

## **12 ERRORS AND LIMITATION OF LIABILITY**

- 12.1 The Website is provided without any guarantee of result. Seller shall not be responsible for any interruptions in the supply of the Website service due to causes not directly attributable to it and/or beyond its technical control, such as malfunctions of the telematics or telephone network.
- 12.2 Seller reserves the right to modify, suspend and/or interrupt, at any time in whole or in part, at its sole discretion, even definitively, the provision of the Website, without prior notice and without this entailing any obligation for compensation and/or reimbursement by Seller.
- 12.3 Seller does not make any representations, warranties or guarantee beyond what is granted with these General Terms and Conditions: it is understood that the user will use the Website under his full and exclusive responsibility and that the use of the Website must comply with all the instructions provided by Seller.
- 12.4 The user is authorized to use the Website for personal use only, not collectively or for profit, and assumes full responsibility for any unauthorized use.
- 12.5 Seller does not grant in any way the accuracy and/or newsworthiness of the contents of the Website. Seller cannot be held responsible for any damages that may arise to users from the use of the information and contents included on the Website.
- 12.6 Information relating to the Products provided through the Website are constantly updated. However, it is not possible to guarantee the complete absence of errors of which Seller may not be held responsible, without prejudice to cases of wilful misconduct or gross negligence.
- 12.7 Seller reserves the right to correct any errors, inaccuracies or omissions also after an order has been sent, or to change or update information at any time without prior notice, without prejudice to the rights of the customer under these General Terms and Conditions.
- 12.8 Seller promotes responsible alcohol consumption and accepts no liability, without prejudice to the cases of wilful misconduct or gross negligence, in the event of purchase made by minors. Customers who purchase any alcoholic drink declare to be of Minimum Age or older in accordance with law of the Country of Customer's residence and Seller accepts no liability in the event of purchase done by minor who has declared to be older.

## **13 CUSTOMER SERVICE**

- 13.1 For assistance on the Products, or for more information, suggestions, complaints and/or any other requests, the user may contact Seller's customer service department at any time using the contact form or using the following contact details:

by e-mail: [info@over-amstel.com](mailto:info@over-amstel.com)

by post: Binnenweg 17, 1191 AA, Ouderkerk aan de Amstel, the Netherlands

## **14 FINAL PROVISIONS, APPLICABLE LAW AND COMPETENT COURT**

- 14.1 These General Terms and Conditions are exclusively governed by Dutch law.
- 14.2 If you are a European consumer, you have to be aware that the European Commission has established an online platform for alternative dispute resolutions that provides for an out-of-

court method to solve any dispute related to and stemming from online sale and service contracts. Please click here to access to the platform <https://webgate.ec.europa.eu/odr>.

- 14.3 For any dispute concerning the General Terms and Conditions, the Court of Amsterdam (*rechtbank* Amsterdam) has exclusive jurisdiction.



**Template withdrawal form**

To Over-Amstel Beheer B.V.  
Binnenweg 17  
1191 AA Ouderkerk aan de Amstel  
The Netherlands

I hereby give notice that I withdraw from my contract of sale of [the following goods/for the provision of the following service]:

Ordered on /received on:

Name customer:

Address of consumer:

Signature of consumer (only if this form is notified on paper),

\_\_\_\_\_

Date: