

## **TERMINI E CONDIZIONI DEL FN-WINE CLUB “MASTER COLLECTOR”**

### **1. Introduction**

The company Fabianelli & Nardini s.r.l.s., with registered office in Montevarchi, Arezzo (Italy), has created the FN-Wine Club “MASTER COLLECTOR”, a program that provides numerous benefits including advantageous discounts and experiences reserved exclusively for club members. Membership in the program is granted with a defined expenditure of €1,100.00 (VAT included) as an annual membership fee, effective from the date of registration. This document contains the terms and conditions governing the procedures of registration and the benefits related to the wine club."

### **2. To whom the Wine Club is addressed**

2.1 Both legal entities and natural persons (professionals and consumers) who have reached the minimum legal age required for the purchase and consumption of alcoholic beverages under the applicable legislation in the country of residence and/or destination of the products may join the Wine Club. By registering with the Wine Club, the member declares to be of legal age for the purchase of alcoholic beverages. For residents in Italy, the minimum legal age established by law is 18 years.

2.2 It is the sole responsibility of the member to verify the existence of any limits or restrictions, including those related to age, that may prevent the shipment and/or delivery of the products in the country of destination. It is reiterated that an adult, above the age limits established by law, must be present to sign for the shipment and present a valid identification document at the time of delivery.

2.3 The company shall in no event be held liable for such limitations, nor shall they give rise to a refund of the membership fee or to any other compensation. The company reserves, in any case, the right to refuse or cancel registrations and shipments should they be found to be in conflict with the applicable local regulations.

### **3. How to join FN-Wine Club “MASTER COLLECTOR**

3.1 Membership in the Wine Club is granted upon payment of an annual fee of Euro 1,100.00 (one thousand one hundred/00), VAT included, corresponding to the purchase of no. 12 bottles of 750 ml, divided as an example as follows:

- 1 Brunello di Montalcino “single vineyard”;
- 1 Barolo;
- 1 Amarone;
- 1 Chianti Classico;
- 1 Barbaresco;
- 2 Supertuscans IGT Toscana;
- 1 Barbera;
- 1 Etna Rosso;

- 1 Taurasi Aglianico Riserva;
- 1 White wine;
- 1 Metodo Classico.

– 1 accessory or a food and wine product intended for a third party indicated by the member (“Gift for a friend”)

3.2 The company reserves the right to replace one or more wines with other products of equivalent vintage, type, or value, should the ones indicated no longer be available

3.3 Shipping costs and any customs duties are included. The order will be delivered in a single shipment, normally in the month of October of each year, unless otherwise requested by the member in a manner compatible with the company’s logistical and organizational requirements.

#### **4. Benefits of access to the Wine Club**

4.1 Enrollment in the FN-Wine Club MASTER COLLECTOR program shall entitle the member to the following benefits, specifically:

- “Welcome gift / Gift for a Friend”, to be delivered to the new member together with the shipment of the 12 bottles provided by the relevant membership.
- “Bring a Friend”, 15% discount on your next purchase from the shop for each friend who makes a purchase from our shop or who enrolls in the Wine Club (such discount may not be applied to the cost of the subsequent membership fee).
- Birthday Gift”, 15% discount in our shop to celebrate your Birthday (this discount is valid up to 15 days thereafter).
- OLTRE for MASTER”, 15% discount on a box of 12 bottles of our Supertuscan IGT Toscana OLTRE.
- 15% discount on each of our Experiences: Wine Tour, Truffle Hunting, tasting in Villa with sommelier. The experience shall be guaranteed subject to availability, it being understood that the company reserves the right to modify, postpone or cancel the event for organizational reasons or force majeure. This benefit may be used without the presence of the Club member. It shall be sufficient for the member to contact, by e-mail, the FN-Winexperience staff, indicating the names of those he/she wishes to invite.
- “Wine Concierge”. Personalized consulting for advice on food and wine pairing. You may contact us at any time for further suggestions on how to pair our wines or on what to purchase according to your needs and personal tastes. This service is available within the limits of staff availability.

- Each club member shall have the possibility to purchase special labels, reserved for sale exclusively to them. Limited Editions, old vintages, and labels of rare and prestigious wines, which we will share from time to time, in limited quantities and while supplies last.
- Pre-order exclusive wines even before the official launch in our shop, subject to the availability of the company
- Opportunity to participate in networking events together with other club members and wine producers
- Members shall have the privilege of participating in special and exclusive events that the company may organize, at its own discretion, in locations to be defined or, subject to agreement, also at private or agreed venues.
- You will receive a periodic Newsletter with information on the world of wine and gastronomy.

4.2 It is specified that the discounts provided above are not cumulative, and participation in the events and experiences organized within the framework of the Wine Club is subject to the availability of dates and places and may be subject to changes or cancellations due to force majeure, unforeseeable circumstances, or circumstances not attributable to the company Fabianelli & Nardini s.r.l.s.

4.3 The Company shall not be liable for any cancellations, postponements, or program changes dictated by justified reasons. In such cases, where possible, an equivalent alternative shall be offered to the member.

4.4 All costs related to travel, meals, accommodation, and any other ancillary expenses shall in any case remain the sole responsibility of the member, unless otherwise indicated in writing by the Company

4.5 All benefits provided by the Wine Club must be used within and no later than 12 months from the date of confirmation of registration. After this period, the benefits shall no longer be usable and shall not give rise to refunds, compensation, or extensions, for any reason whatsoever

## **5. Duration of membership**

5.1 The membership is valid for 12 months from the confirmation of registration. Automatic renewal is provided, unless cancellation occurs. Cancellation must be communicated no later than 30 (thirty) days prior to the renewal date of the membership. To cancel, it is necessary to inform Fabianelli & Nardini s.r.l.s. by sending an e-mail to [barbara.fabianelli@fn-winexperience.it](mailto:barbara.fabianelli@fn-winexperience.it) or a registered letter to the address Via Mincio 48 int. A, 52025 Montevarchi Arezzo, Italia.

5.2 In any case, the Company undertakes to send the member, with reasonable advance notice prior to the expiration of the cancellation period, a communication by e-mail to remind him/her of the automatic renewal date of the membership.

## **"6. Amendments and updates of the membership**

6.1 For any information regarding the operation of the Wine Club MASTER COLLECTOR, one's membership, or the benefits provided, each member may contact the staff by sending an e-mail to the dedicated address: [barbara.fabianelli @fn-winexperience.it](mailto:barbara.fabianelli@fn-winexperience.it)."

6.2 The company Fabianelli & Nardini s.r.l.s. reserves the right to amend these Regulations at any time, it being understood that the amendments shall not affect the rights already accrued by the members prior to the date of their entry into force. The amendments shall take effect from the moment of their communication to the Club members, which shall be made exclusively by e-mail to the address provided at the time of registration

6.3 Enrollment in the Wine Club MASTER COLLECTOR entails full and unconditional acceptance of these Regulations. The benefits referred to in Art. 4) are neither convertible into cash, nor replaceable with other goods or services, nor transferable to third parties unless expressly authorized by the Company.

## **7. Lost goods**

7.1 In the event of non-delivery due to loss of the shipment during transport, the member is required to promptly notify the company Fabianelli & Nardini s.r.l.s. within 10 (ten) days from the scheduled delivery date, by e-mail to [barbara.fabianelli@fn-winexperience.it](mailto:barbara.fabianelli@fn-winexperience.it)."

7.2 The Company undertakes to carry out the appropriate checks with the courier and, in the event of confirmation of the loss, shall, at its own discretion, either replace the products by means of a new shipment or refund the amount corresponding to the value of the goods not delivered.

7.3 It is understood that the Company shall not be held liable for losses or delays due to errors in the delivery address provided by the member, repeated absence of the recipient, or other causes attributable to the member himself/herself.

## **8. Clause on the shipping conditions of wines**

The shipments of wine products shall be carried out exclusively under weather and temperature conditions deemed suitable to preserve their quality and integrity. Should the Customer expressly request shipment during periods or under climatic conditions not favorable, he/she releases the Seller from any liability regarding any alterations, deterioration, or damage to the product attributable to the transport conditions. In such case, the risk is fully assumed by the Customer, who declares to accept it by submitting the related request.

## **9. Information on members**

9.1 Each member is responsible for maintaining accurate and up-to-date personal information in his/her profile (especially regarding the residence/shipping address). If the relevant information changes or if modifications are desired, it is necessary to contact the e-mail address [barbara.fabianelli@fn-winexperience.it](mailto:barbara.fabianelli@fn-winexperience.it) to update personal information. It is mandatory to communicate any change of delivery address prior to the shipment of the wines. Unreported address changes, non-delivery, and the forwarding of packages resulting in additional shipping costs shall be charged to the member

9.2 The related personal data shall be used by the Company and its supplier partners and shall not be sold to anyone. Acceptance of these Regulations and the conclusion of the contract constitute confirmation of acknowledgment of such information notice. For more information on the privacy policy, please consult the link <https://www.iubenda.com/privacy-policy/73140827/legal>.

## **10. Severability Clause**

Should any provision of these Regulations be declared null, invalid, or unenforceable, in whole or in part, by the judicial authority or any other competent authority, such nullity, invalidity, or unenforceability shall not result in the nullity of the remaining provisions, which shall remain fully valid and effective. In such case, the provision declared null, invalid, or unenforceable shall be replaced by a valid clause which, within the limits permitted by law, shall come as close as possible to the original intent of the parties.

## **11. Transferability of membership**

11.1 The membership in the Wine Club is strictly personal and may not be assigned, transferred, or shared, even free of charge, to third parties without the prior written consent of the company Fabianelli & Nardini s.r.l.s."

11.2 Any attempt at unauthorized assignment or transfer shall result in the immediate termination of the membership, without entitlement to any refund of the amounts paid.

## **12. Method of payment and invoicing**

12.1 Enrollment in the Wine Club is subject to the advance payment of the annual membership fee, equal to Euro 1,100.00. Payment may be made exclusively through the methods indicated by the Company, including credit/debit card, bank transfer, PayPal, or other electronic methods that may be made available on the website at the time of registration.

12.2 Enrollment shall be deemed completed and effective only upon successful payment and crediting of the amounts to the Company's account. In the event of non-payment or delayed payment, the enrollment shall not be considered valid and the benefits may not be activated.

12.3 The Company shall issue a regular electronic invoice in the name of the member on the basis of the data provided at the time of registration. The member is responsible for the accuracy and completeness of the billing information provided; any errors or omissions shall not be attributable to the Company

### **13. Official communications**

13.1 All official communications between the company Fabianelli & Nardini s.r.l.s. and the members of the Wine Club must take place exclusively in writing via e-mail to the address provided at the time of registration or subsequently updated. For the purposes of evidencing communications, any conversations or messages exchanged via telephone, SMS, WhatsApp, or other non-officially recognized channels shall not be considered valid.

13.2 It is the member's responsibility to keep his/her e-mail address updated and to verify its proper functioning; the Company shall not be held liable for failure to receive communications due to the member's negligence, full mailboxes, spam filters, or other causes attributable to him/her.

### **14. Intellectual Property**

14.1 All trademarks, logos, texts, photographs, audiovisual content, and any other material ("Contents") provided or made accessible within the framework of the Wine Club services are the exclusive property of Fabianelli & Nardini s.r.l.s. or its licensors and are protected by the applicable laws on copyright and industrial property."

14.2 Enrollment in the Wine Club grants the Member a limited, non-exclusive, non-transferable, and strictly personal license to use the Contents for private and non-commercial purposes

14.3 The Member is expressly prohibited from copying, reproducing, modifying, distributing, publishing, transmitting, or commercially exploiting, in any form, the Contents without the prior written consent of the Company. Violation of this prohibition may result in the immediate termination of the contract, without prejudice to the Company's right to claim damages.

### **15. Prevailing Language**

15.1 These Regulations are drafted in the Italian language. Any translations into other languages are provided to the Member solely for his/her convenience

15.2 In the event of any conflict, discrepancy, or interpretative divergence between the Italian language version and any of its translations, the Italian language version shall prevail in all legal venues and for all purposes.

### **16. Conclusion of the Online Contract**

16.1 The membership contract with the Wine Club shall be deemed concluded electronically at the moment in which the Company receives the Member's acceptance, expressed through the online registration procedure (so-called "point and click"), and verifies the successful outcome of the related payment.

16.2 The Company shall send the Member, on a durable medium (e-mail), a confirmation of the concluded contract containing a summary of the applicable conditions

#### **Art. 17 Member's Conduct and Express Termination Clause**

17.1 The Member undertakes to maintain proper, respectful, and lawful behavior in every interaction related to the Wine Club, including participation in events, communications with the staff, and with other members.

17.2 Pursuant to Art. 1456 of the Civil Code, the Company shall have the right to terminate this contract with immediate effect, by simple written communication via e-mail, should the Member engage in any of the following conduct:

- Engage in defamatory, harassing, offensive, or harmful behavior against the image and reputation of the Company, its staff, or the other Members;
- Commit unlawful acts or violate safety regulations during participation in events or experiences organized by the Club;
- Seriously breach the provisions relating to intellectual property or the transferability of the membership

In the event of termination for just cause pursuant to this article, the Member shall not be entitled to any refund, even partial, of the membership fee paid, without prejudice to the Company's right to compensation for any further damages suffered

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### **CONSUMER APPENDIX**

#### **18. Complaints and Legal Warranty of Conformity**

18.1 At the time of delivery, the Member must verify the condition of the cases of bottles and the integrity of the products. Any evident damage to the packaging or to the products must be promptly contested to the courier, by placing a written reservation on the delivery note

18.2 All products sold are covered by the legal warranty of conformity provided for by Articles 128 et seq. of the Italian Consumer Code. The warranty applies to defects of conformity (e.g., organoleptic

defects such as cork taint, oxidation) that appear within two years from delivery of the goods. The Member may report a defect of conformity at any time within that period, with no forfeiture deadlines for the notice. The report must be sent by e-mail to [barbara.fabianelli@fn-winexperience.it](mailto:barbara.fabianelli@fn-winexperience.it) describing the defect and attaching photographic documentation

18.3 In the event of a confirmed defect of conformity, the Member is entitled, at his/her choice and at no cost, to the restoration of conformity by means of product replacement. In order to allow the Company to carry out the appropriate quality checks, the Member is required to keep the defective bottle (even if partially consumed) and make it available for return. The Company shall arrange the collection of the product at its own expense.

18.4 Should replacement be impossible or excessively burdensome, or not be carried out within a reasonable period, or cause significant inconvenience to the Member, the latter shall be entitled, at his/her choice, to an appropriate reduction of the price or to termination of the contract, with consequent pro-rata refund of the price paid

18.5 The legal warranty does not cover defects or damages resulting from improper or unsuitable storage of the product by the Member after delivery. It is the Member's responsibility to store the wines in a suitable place, protected from sources of light and heat and at an appropriate temperature

18.6 Complaints based solely on the Member's personal taste preferences shall also not be accepted

## **19. Diligence and Liability**

19.1 The company Fabianelli & Nardini s.r.l.s. undertakes to perform its contractual obligations with the diligence required by the nature of the activity carried out.

19.2 The Company is liable for damages caused to the consumer Customer by its own non-performance, in accordance with the applicable law. The Company's liability is excluded for damages resulting from improper use of the products or from facts attributable exclusively to the Customer himself/herself

19.3 The Company shall not be liable for delays or non-performance caused by events beyond its reasonable control, such as, by way of example, natural disasters, acts of authority, health emergencies, or strikes. Should such events render the main performance (e.g., delivery of the products) definitively impossible, the Customer shall be entitled to a refund of the portion of the membership fee corresponding to the performance not received

## **20. Right of Withdrawal**



20.1 Pursuant to and for the purposes of Articles 52 et seq. of Italian Legislative Decree No. 206 of 6 September 2005 (hereinafter the “Consumer Code”), the Member qualifying as a “consumer” has the right to withdraw from this membership contract with the Wine Club, without having to provide any reason and without incurring costs other than those provided for by law, within a period of 14 (fourteen) days.

20.2 Since this is a contract providing for the supply of goods, the 14-day withdrawal period shall run from the day on which the Consumer Member, or a third party designated by him/her, acquires physical possession of the first batch of goods (namely, the first shipment containing the bottles of wine and the “Welcome gift”). After the lapse of 14 days from the delivery of the goods, withdrawal shall no longer be possible.

20.3 It is understood that the Consumer Member shall have the right to exercise the right of withdrawal at any time starting from the date of conclusion of the contract, even before having physically received the first batch of goods

## **21. Methods of Exercising the Right of Withdrawal**

21.1 To exercise the right of withdrawal, the Consumer Member is required to inform the Company, before the expiration of the period referred to in the previous section, of his/her decision through an explicit declaration (for example, registered letter with return receipt, certified electronic mail (PEC), or e-mail to the addresses indicated in this contract). The burden of proof regarding the correct and timely exercise of the right of withdrawal rests with the Consumer Member.

21.2 To exercise the right of withdrawal, the Consumer Member may also use the standard withdrawal form attached to this contract (Annex A), although its use is not mandatory

## **22. Effects of Withdrawal, Refunds, and Return Obligations**

22.1 The exercise of the right of withdrawal terminates all contractual obligations between the parties. The Company shall refund to the Consumer Member all payments received, including standard delivery costs, without undue delay and in any event within 14 days from the day on which it was informed of the decision to withdraw.

22.2 The refund shall be made using the same means of payment used for the initial transaction, unless otherwise agreed. The Company shall have the right to withhold the refund until it has received the goods back or until the Consumer Member has demonstrated that he/she has returned them, whichever occurs first.

22.3 The Consumer Member is required to return the goods received (including the bottles of wine and the “Welcome gift”), intact and unused, within 14 days from the date on which he/she

communicated the withdrawal. The direct costs of returning the goods shall be borne by the Consumer Member.

22.4 The Consumer Member is liable for any diminution in the value of the goods resulting from handling other than that necessary to establish their nature, characteristics, and functioning

22.5 In the event of withdrawal, the shipping costs for returning the products shall be borne by the Consumer Member

22.6 In the event of withdrawal, any customs duties paid on behalf of the Consumer Member shall not be subject to refund

### **23. Exceptions and Management of Services in the Event of Withdrawal**

23.1 Pursuant to Art. 59 of the Italian Consumer Code, the right of withdrawal is excluded or limited for the following components of the offer, with the consequences specified below:

- a) Supply of Wines: The right of withdrawal is excluded for the supply of sealed goods that are not suitable for return for hygienic or health protection reasons and that have been opened after delivery. Therefore, the value of the individual opened bottles shall be deducted from the refund amount
- b) Services related to Leisure Activities (“Experiences”): The right of withdrawal is excluded for services concerning leisure activities (e.g., “Wine Tour,” “Truffle Hunting,” tastings, participation in events) where the contract provides for a specific date or period of performance. Consequently, should the Member use his/her benefit to book an experience for a specific date, such booking shall not be refundable in the event of subsequent withdrawal from the membership
- c) Partially Used Services (“Wine Concierge”): Should the Consumer Member exercise the right of withdrawal after having expressly requested that the provision of services (e.g., “Wine Concierge” consulting) begin during the withdrawal period, he/she shall be required to pay the Company an amount proportional to what has been provided up to the time of communication of the withdrawal, calculated on the basis of the total price provided for in the contract.
- d) "d) Digital Content (“Newsletter”): By enrolling, the Member expressly requests to receive the “periodic Newsletter” and, upon the commencement of its provision, accepts the loss of the right of withdrawal relating to such specific digital service, pursuant to Art. 59, para. 1, lett. o), of the Consumer Code. In any case, the Member remains free to unsubscribe from such newsletter at any time

- e) Unused Discounts and Benefits: All benefits consisting of future and conditional discounts (“Bring a Friend,” “Birthday Gift,” “OLTRE for MASTER”) not yet used at the time of withdrawal shall automatically lapse without any economic consequence for the parties

## **24. Shipping and Delivery**

24.1 The Company informs the Customer that the shipment of alcoholic beverages is subject to the regulations in force in the country of destination. In some States or territories, prohibitions or restrictions on importation may exist. It is the Customer’s responsibility to verify compliance with the legislation of his/her country before joining

24.2 Should delivery of the products become impossible due to prohibitions or regulatory restrictions arising in the country of destination, for reasons not attributable to the Company, the latter shall promptly inform the Customer. In such case, the Customer shall be entitled to a refund of the portion of the membership fee corresponding to the products not delivered. Alternatively, upon the Customer’s request, the Company may issue a credit of equal value, usable for future compatible purchases or services.

24.3 The Company shall not be held liable for delays or for the non-availability of ancillary benefits (e.g., events, tastings) due to force majeure, unforeseeable circumstances, or causes attributable to the Customer himself/herself. Should such events render the main performance (delivery of the products) definitively impossible, the provisions set forth in the above section shall apply.

## **25. Applicable Law**

This Contract and all relationships arising from it are governed by Italian law. For Customers qualifying as “consumers” under the applicable legislation and habitually resident in a Member State of the European Union other than Italy, the choice of Italian law shall in no way prejudice the protection granted to them by the mandatory provisions of the law of their country of residence, in accordance with Art. 6 of Regulation (EC) No. 593/2008 (“Rome I”).

## **26. Jurisdiction**

For any dispute that may arise in relation to the interpretation, performance, or termination of this Contract, jurisdiction shall be determined as follows:

- Consumers residing in Italy: Territorial jurisdiction is mandatorily attributed to the court of the place of residence or domicile of the consumer, pursuant to Art. 66-bis of Legislative Decree 206/2005 (Consumer Code).

- Consumers residing in a Member State of the European Union (other than Italy): Jurisdiction is governed by Regulation (EU) No. 1215/2012 (“Brussels I bis”). Under this regulation, the consumer may bring proceedings, at his/her choice, either before the courts of the Member State where the Company has its registered office or before the courts of the place where the consumer is domiciled
- Consumers residing outside the European Union: for any dispute, exclusive jurisdiction shall lie with the Court of Arezzo.

Signature of Consumer Member \_\_\_\_\_

The Member declares to have fully read, understood, and expressly approved the following contractual clauses, which have been the subject of specific individual negotiation and the contents of which are fully accepted:

Art. 2.2 and 2.3 (liability and limitations arising from the Member’s age); Art. 5.1 (automatic renewal and termination period); Art. 17.1 and 17.2 (Member’s conduct and Express Termination Clause); Art. 18.5 (storage of wines by the Member); Art. 23 (limitations on the right of withdrawal); Art. 24 (obligation to verify one’s national law); Art. 25 (applicable law)

Signature of Consumer Member \_\_\_\_\_

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## APPENDIX B

### **27. Warranty and Complaints (Contracts with Professionals)**

27.1 The goods travel at the purchaser’s risk and peril. The selling company is released from all liability upon delivery of the products to the carrier in charge of transport, pursuant to Art. 1510 of the Italian Civil Code. At the time of delivery, the purchaser is required to verify the integrity of the packages and the quantitative and qualitative correspondence with what is indicated in the transport document. Any evident damages or shortages must be promptly contested to the carrier, by placing a written and specific reservation on the delivery note.

27.2 The company warrants that the products are free from defects. The purchaser is required to examine the products upon receipt. Pursuant to Art. 1495 of the Civil Code, any evident or apparent defects must be reported, under penalty of forfeiture, no later than 8 (eight) days from the date of delivery. Any hidden defects (including organoleptic defects such as, by way of example, cork taint in smell or taste) must be reported, under penalty of forfeiture, no later than 8 (eight) days from their discovery. The report must be made by written communication via e-mail to [barbara.fabianelli@fn-winexperience.it](mailto:barbara.fabianelli@fn-winexperience.it) specifying in detail the defect found and attaching suitable photographic documentation."

27.3 For the admissibility of a complaint relating to organoleptic defects, the purchaser is required, under penalty of forfeiture, to return at his/her own expense the bottle considered defective, with its original contents and at least 2/3 of the total, properly sealed, in order to allow the company to carry out the necessary quality checks

27.4 Should the defect be confirmed by the company, the latter's liability shall be limited, at its sole discretion, to the replacement of the defective product with an identical one or one of equal value, or to the issuance of a credit note for an amount equal to the price paid for the defective product. Any right of the purchaser to request termination of the contract or compensation for direct or indirect damages of any kind, including damages to persons or property, loss of profit, or damage to image, is expressly excluded.

27.5 The warranty does not apply where the reported defects result from poor or improper storage of the product by the purchaser or third parties after delivery. It is the sole responsibility of the purchaser to store the wines in a suitable place, protected from sources of light and heat and at a constant and appropriate temperature. The warranty is also excluded for complaints based solely on the purchaser's personal taste preferences

## **28. Liability and Limitations (Professional Customers)**

28.1 Without prejudice to the prohibition on excluding liability for willful misconduct or gross negligence pursuant to Art. 1229 of the Italian Civil Code, the Parties agree that the liability of Fabianelli & Nardini s.r.l.s. for any non-performance relating to this Contract shall be limited to direct and foreseeable damages only, with a maximum amount in any case not exceeding the value of the annual membership fee paid by the Member

28.2 Any liability of the Company for indirect, consequential, incidental, punitive damages, or for loss of profit, goodwill, or business opportunities suffered by the Member is expressly excluded."

28.3 The Company shall not be held liable for the non-use, in whole or in part, of events, benefits, or experiences, nor for delays, suspensions, or interruptions of the service, where such circumstances result from force majeure, unforeseeable circumstances, acts of third parties, or acts of authority, which shall remain at the sole risk of the Member.

28.4 Any liability for damages or losses resulting from improper use of the products by the Member or from causes attributable to him/her is also excluded.

## **29. On the right of withdrawal**

The Parties expressly agree to exclude any right of unilateral early withdrawal (ad nutum) in favor of the Professional Member. Any request for early termination of the relationship by the Member shall be considered a contractual non-performance and shall not give rise to any refund, not even partial, of the amount paid.

## **30. Shipping Limitations and Allocation of Risk (Professional Customers)**

30.1 The Professional Customer declares to be aware of and to accept that the shipment of the products is subject to full compliance with the regulations in force in the country of destination, including any licenses, permits, prohibitions, or fiscal and customs restrictions relating to the importation of alcoholic beverages. It is the sole responsibility, diligence, and risk of the Professional Customer to verify in advance and constantly ensure compliance with the applicable legislation.

30.2 The Parties expressly agree that any impossibility of delivery, whether total or partial, arising from prohibitions, restrictions, or charges imposed by the legislation of the country of destination, even if arising after the conclusion of the contract, shall constitute a risk entirely borne by the Professional Customer

30.3 Consequently, in such circumstances, the Company shall not be held liable, and the Professional Customer shall not be entitled to request termination of the contract, withdrawal, or the return or refund, even partial, of the membership fee or of any other amount paid, which shall remain fully due and acquired by the Company.

30.4 Likewise, the Company shall not be held liable for the impossibility, whether total or partial, of using the benefits referred to in Art. 4 due to force majeure, unforeseeable circumstances, or acts or fault of the Professional Customer. In such circumstances, the Customer shall not be entitled to any refund, compensation, or extension, and the membership shall remain valid and effective for all purposes

## **31. Applicable Law**

This Contract, its interpretation, performance, and termination, as well as all relationships, including non-contractual ones, arising from or connected with it, are entirely and exclusively governed by Italian law.

### **32. Jurisdiction and Competent Court**

For any dispute that may arise between the Parties in relation to this Contract, including those concerning its validity, interpretation, performance, non-performance, or termination, as well as for any related or derived action, the exclusive jurisdiction of the Italian courts and the exclusive and mandatory territorial competence of the Court of Arezzo (Italy) are agreed, with the express exclusion of any other concurrent or alternative court provided for by law.

Signature of Professional Member \_\_\_\_\_

The Member declares to have fully read, understood, and expressly approved the following contractual clauses, which have been the subject of specific individual negotiation and the contents of which are fully accepted:

Art. 2.2 and 2.3 (liability and limitations arising from the Member's age); Art. 5.1 (automatic renewal and termination period); Art. 17.1 and 17.2 (Member's conduct and Express Termination Clause); Art. 18.5 (storage of wines by the Member); Art. 27.1 (transport and transfer of risk); Art. 27.3 and 27.4 (on the return of the defective product and its replacement as the sole remedy); Arts. 28.1, 28.2, 28.3, 28.4 (regarding the Company's limitations of liability and cap on damages); Art. 29 (regarding the exclusion of the right of withdrawal); Arts. 30.2, 30.3, 30.4 (regarding shipping limitations and allocation of the related risk); Art. 31 (regarding applicable law); Art. 32 (regarding jurisdiction and competent court)

Signature of Professional Member \_\_\_\_\_