



# Terms and Conditions of Sale and Use (AGB)

for purchases in our online shop

(Last revision date: February 25, 2020)

Note: Please read these terms and conditions carefully before placing an order with Cantina24. By placing an order with Cantina24, you signify your agreement to be bound by these terms and conditions. Please be advised that only the German original of our *Allgemeine Geschäftsbedingungen (AGB)* is legally valid. This English translation has been provided solely for your convenience. It does not constitute a legal document.

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**CANTINA24 - Italian Wine & More**

**Owner: Mario Pacillo**

**Pideritplatz 2**

**D-32825 Blomberg**

**Germany**

**Phone: 0049 (0)5235 97473**

**Fax: 0049 (0)5235 992421**

**E-mail: [kundenservice@cantina24.de](mailto:kundenservice@cantina24.de)**

**Tax ID (Ust.-Idnr.): DE199727948**

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**! WE ONLY SELL TO PERSONS 18 YEARS OR OLDER !**

Pursuant to Germany's [Jugendschutzgesetz \(JuSchG\) \[Protection of Young Persons Act\]](#) please note that we will not sell or deliver alcoholic beverages to persons under the age of 18.

By placing an order, you confirm that you are at least 18 years old and legally entitled to purchase alcoholic beverages. According to our policy, only individuals who are of legal drinking age can receive wine shipments from Cantina24. By placing an order, you agree that an adult will be able to accept delivery.

By accepting these [Terms and Conditions of Sale and Use \(AGB\)](#), you confirm that you are at least 18 years old.



## **1. GENERAL**

Our ALLGEMEINEN GESCHÄFTSBEDINGUNGEN (AGB) apply to all business transactions, whether with other businesses or consumers. You will be subject to the AGB in force at the time that your order is placed.

Businesses in terms of the AGB refer to natural or juridical persons or other entities capable of entering into business relations that, in the pursuit of their commercial activities, reside in Germany or the European Union (EU) [§310 Absatz 1 BGB].

A consumer in terms of the AGB is a natural person who enters into a legal agreement for primarily non-commercial reasons.

## **2. AVAILABILITY AND CONDITIONS OF SALE**

The contract language is German. The presentation of the products in our Internet shop is not a legally binding offer, but a non-binding online catalogue. The object of the contract is the sale of goods via our Internet shop. After entering your personal data, the successful completion of the individual order steps and by clicking the corresponding button in the final step of the ordering process, you make a binding purchase offer for the goods contained in the shopping basket. Before submitting the order, you have the possibility to recognize possible input errors and to correct and/or modify them with the aid of the correction function.

The confirmation of the receipt of the order takes place immediately after sending the order. This automatic acknowledgment of receipt merely documents that the order has been received by us and does not represent an order acceptance.

We are entitled to accept your order within 2 days after receipt, by sending an order confirmation in writing or in text form (e-mail), in which you are asked for payment or the delivery of the goods confirmed.

A binding contract can also be concluded beforehand if you choose an online payment method and make the payment immediately after sending the order. In this case, the contract is concluded at the time the corresponding payment service provider confirms the execution of the payment instruction.

## **3. PARTIAL DELIVERIES**

We are entitled to deliver your order in more than one shipment. Unless expressly agreed, you will not accrue additional delivery charges.

Pursuant to § 266 BGB, the debtor is not entitled to partial deliveries.

## **4. PRICES**

All prices are in EURO and inclusive of German VAT (currently 19% / 7%), alcohol tax, and other duties. All prices are calculated from our warehouse in BLOMBERG/LIPPE GERMANY and are gross prices. Delivery costs (i.e., packing and shipping charges) are



calculated in keeping with our delivery policy. VAT is displayed separately. Prices are subject to change without notice.

Applicable prices are those current at the time that your order is accepted or confirmed. These will usually be the prices displayed in your shopping basket at the moment that you submit your order. The applicable prices will also be displayed in the confirmation e-mail that customers receive from Cantina24. All previously listed prices are null and void.

## 5. PAYMENT

All payments are payable by bank transfer to the below account. The use of Skonto is only permissible with prior written consent from Cantina24.

Bank details:

Name: Volksbank Ostlippe (Germany)

IBAN: DE46 4769 1200 0051 7405 00

BIC: GENODEM1OLB

Unless agreed otherwise in writing, the payable amount is due within 5 days, either in advance (see payment options in our Online-Shop) or in cash (without accruing Skonto or other transaction fees).

Pursuant to the "Gesetz zur Beschleunigung fälliger Zahlungen" in the event of late payment, we are legally entitled to charge interest on arrears (see [Bundesgesetzblatt](#)).

The right to compensation is not affected.

## 6. TRANSPORTATION COSTS

From an order value of EUR 80 we deliver the goods within Germany free of charge. Up to an order value of EUR 80, we charge a flat shipping fee of EUR 5,95 with the shipping service provider UPS and EUR 6,95 with the shipping service provider DHL for the goods shipment in Germany. Different shipping costs apply to all shipments to other EU countries.

## 7. DELIVERY TIMES

We endeavor to process your orders as soon as possible. Unless stated otherwise, we will ship within 1-3 business days of receipt or confirmation of your order.

If you have any questions, please contact us at:

[kundenservice@cantina24.de](mailto:kundenservice@cantina24.de)



## **8. TRANSPORT DAMAGE**

Please report transport damage to the deliverer as soon as possible and contact us. The contact options can be seen in the legal notice. Please note that failure to make a complaint or to contact us will have no consequences for your statutory warranty rights. They help and, however, to be able to assert our own claims against the transport company.

The following applies to entrepreneurial customers: You must check the goods for accuracy, completeness and defects immediately upon receipt in accordance with Section 377 HGB (Germany).

## **9. RESERVATION OF PROPRIETARY RIGHTS**

Until payment is made in full, the delivered products remain the property of Cantina24.

## **10. LIABILITY FOR DEFECTS (WARRANTY)**

In the event of defects in the item, the statutory liability for defects applies.

## **11. IMAGES AND DESCRIPTION OF PRODUCTS**

Occasionally, the images on our website do not match the current products on sale. This will be the case when producers have on short notice changed their products. Bottles images sometimes display a previous vintage. However, the description of our products will always contain the correct information about which years are - and are not - available for purchase.

Cantina24 - Mario Pacillo cannot accept liability for inaccuracies in either image or description.

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## **12. RIGHT OF CANCELLATION**

**A consumer in terms of the AGB is a natural person who enters into a legal agreement for primarily non-commercial reasons.**

### **REVOCATION**

### **RIGHT OF CANCELLATION**

**You are entitled to cancel your order without giving any reason within 14 days from the day on which you or a third party indicated by you (other than the carrier) receives the product(s) purchased.**

**You must inform us of your decision to cancel your order at the following address:**

**Cantina24 - Mario Pacillo**

**Pideritplatz 2**



Cantina24 – Wine and More from Italy

**D-32825 Blomberg / Lippe**

**Germany**

**E-mail: [kundenservice@cantina24.de](mailto:kundenservice@cantina24.de)**

**Phone: 0049 (0)5235 97 47 3**

**Fax: 0049 (0)5235 99 24 21**

**Your notification must be explicit and transmitted in writing (e.g., by mail, fax, or e-mail). You may use the downloadable template for this purpose, which is available below. However, the use of the model withdrawal form is not mandatory.**

**To meet the cancellation deadline, it is sufficient for you to send your notification before the cancellation period has expired.**

**[DOWNLOAD OF CANCELLATION TEMPLATE](#)**

**EFFECTS OF CANCELLATION**

**We will reimburse all payments received from you for the product(s) purchased and will also reimburse delivery charges for the least expensive type of delivery offered by us, no later than 14 days from the day on which we received the above notification. We will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the product(s) back or you have supplied evidence of having sent back the product(s), whichever is the earliest.**

**You must return the product(s) no later than 14 days from the day on which you communicated your cancellation. Please use the following address:**

**Cantina24 - Mario Pacillo (Warehouse)**

**Nederlandpark 1**

**D-32825 Blomberg / Lippe**

**Germany**

**To meet the return deadline, it is sufficient for you to ship the product(s) before the 14 day's return period has expired. You will have to bear the direct cost of returning these products. You may be liable if the value of the products returned diminishes due to the handling of the goods (except when it was necessary to establish the nature, characteristics, and functioning of the goods).**

**EXCEPTIONS TO THE RIGHT OF CANCELLATION**

**The right of cancellation does not apply to:**



**for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or that are clearly tailored to the personal needs of the consumer.**

**the supply of goods which may deteriorate or expire rapidly;**

**the delivery of newspapers, journals, or magazines with the exception of subscription contracts; and**

**the supply of alcoholic beverages the price of which was agreed when the sale was confirmed but which can only be delivered 30 days after the date of the contract of sale and whose actual value is dependent on fluctuations in the market which we cannot control.**

**The right of cancellation ceases to apply to:**

**the delivery of products that are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery;**

**the delivery of products that, after delivery, are inseparably mixed with other items; and**

**the delivery of sealed audio or video recordings or of sealed software if unsealed by you after delivery.**

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## **13. COMPLAINTS**

The EU Commission has created an online platform for the settlement of disputes (the so-called ODR platform). It is intended as a forum for alternative dispute resolution pertaining to online business transactions, i.e., for resolving complaints about a good or service brought over the Internet without going to court. Customers can access the ODR platform here:

<https://ec.europa.eu/consumers/odr/>

We are not obligated and unwilling to participate in a dispute settlement before a consumer sack.

## **14. APPLICABLE LAW**

For entrepreneurs, the place of fulfillment and jurisdiction BLOMBERG / LIPPE is agreed. The law of the Federal Republic of Germany applies to the contractual relationship between us and the customer. The mandatory consumer protection regulations of the country in which the customer is habitually resident are excluded from this choice of law. The application of the UN sales law is excluded.

The place of jurisdiction for all disputes arising from the contractual relationship between the customer and us is the company headquarters, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.



Cantina24 – Wine and More from Italy

[Here you can download our General Terms and Conditions as a PDF file.](#)

[... to read this document, you need a PDF-Reader, which you can download here.](#)