

# Terms and Conditions

These Terms govern

- the use of STELT, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

## **STELT**

*Sottocolle S.r.l.s.*

*Via Puccini 1940/V Porcari (LU)*

*Camera di commercio di Lucca*

*Equity: Euro 1.000,00 (i.v.)*

*VAT Number: IT02578070464*

**Owner contact email:** stelt.industries@gmail.com

## **Information about STELT**

STELT is an online service for the sale of wine and other alcoholic beverages.

## **Introduction**

### **This document**

This document is a legal agreement between you, the User, and the entity providing STELT. It governs your use of the online properties and, in any case, for the use of the services provided. “Legal agreement” means that the terms of this agreement are binding on the relationship between you and us once you have accepted the terms. For simplicity, “User”, “you”, “your” and similar terms, either in singular or plural form, refer to you, the User. “We”, “our”, “us” and similar terms refer to the corporation that owns and manages STELT as outlined in the present document. “STELT” refers to the current website and/or application. “Agreement” refers to this document, as amended from time to time. The Agreement is concluded in the English language. Other defined terms are set forth in the section named “Definitions” at the bottom of the Agreement.

### **Acceptance of this Agreement**

In order to use STELT, you must read this Agreement carefully and agree to accept the same by clicking the button for its acceptance. If you don't accept this Agreement you cannot use the Service.

## **Registration, content on STELT and prohibited use of STELT**

### **Registration**

In order to use the Service or any part of it, Users must register in a truthful and complete manner by providing all the required data in the relevant registration form. The Users must accept the Privacy Policy and these Terms and Conditions in full. Users are responsible for keeping their login credentials confidential.

It is understood that the Owner shall not be held responsible under any circumstances in case of loss, disclosure, theft or unauthorized use by third parties, for whatever reason, of the User's access credential.

## **Deleting User accounts and account termination**

Registered Users can cancel their accounts and stop using the Service at any time, through the interface of STELT or by directly contacting the Owner. The Owner, in case of breach of the Terms by the User, reserves the right to suspend or terminate the User's account at any time and without notice.

The Owner reserves the right to suspend or terminate the User's account at any time and without notice if it believes that:

- User has violated this Agreement; and/or
- User's access or use of the Service may result in injury to the Owner, other Users or third parties; and/or
- the use of STELT by the User may result in violation of law or regulations; and/or in
- case of an investigation by legal action or governmental involvement; and/or
- the account is deemed to be, at the Owner's sole discretion, for whatever reason, inappropriate or offensive or in violation of this Agreement.

## **Content available on STELT**

The content available on STELT is protected by the laws in force on intellectual property rights and by related international treaties. Unless otherwise stated, use of any content is permitted exclusively within the limits set forth in the present clause.

The Owner grants the User, for the entire duration of the Agreement, a personal, non-assignable and non-exclusive license for the use of such content. Such license is solely intended for personal use of any such content and never for its commercial use and is limited to the User's device.

Therefore, User may not copy and/or download and/or share (beyond the limits set forth below), modify, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content, even of third parties, available on STELT, nor allow any third party to do so through the User or its device, even without User's knowledge. Where explicitly stated on STELT, the User may be authorized, only for personal use, to download and/or copy and/or share some content available through STELT, for its sole personal use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

## **Content provided by third parties**

The Owner does not moderate the content or links provided by third parties before their publication on STELT. The Owner is not responsible for the content provided by third parties or for its availability.

## **Content provided by the User**

Users are responsible for their own content and that of third parties that they share through STELT, that they upload and post on or through STELT, or that they transfer by any other means. Users confirm that they have all the necessary consents from third parties whose data and/or content they share with the Owner and hereby indemnify the Owner for any liability or claim arising against the Owner in connection with illegal distribution of third-party content or unlawful use of the Service.

The Owner does not moderate the content provided by Users or by third parties but will act if complaints are received from Users or if orders are issued by the public authorities regarding content deemed offensive or illegal.

In particular, the Owner may decide to suspend or interrupt the visualisation of content in the event that:

- other Users file complaints;
- a notice of infringement of intellectual property rights is received;
- it is decided to do so in view of, or as a result of, legal actions;

- said action is solicited by a public authority; or
- if it is believed that the content, while being accessible via STELT, may put at risk the Users, third parties, the availability of the Service and/or the Owner.

## **Rights over content provided by Users**

The only rights granted to the Owner in relation to content provided by Users are those necessary to operate and maintain STELT.

Unless stated otherwise, the following applies:

By submitting, posting or displaying content on or through STELT, the User grants a license to the Owner without territorial limits, non-exclusive, royalty-free and with the right to sublicense, to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such content in any media or via distribution methods currently available or developed later.

## **Services provided by third parties**

Users may use third-party services or content included in STELT, but they must be aware of these third parties' terms and conditions and have given consent to them. Under no circumstances will the Owner be deemed liable in relation to the proper functionality or availability, or both, of third-party services.

## **Forbidden use**

The Service shall be used only in accordance with these Terms.

Users may not:

- reverse engineer, decompile, disassemble, modify or create derivative works based on STELT or any portion of it;
- circumvent any technology used by STELT or its licensors to protect content accessible via it;
- copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through STELT;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of STELT or its content;
- rent, lease or sublicense STELT;
- defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
- disseminate or publish content that is unlawful, obscene, illegitimate, defamatory or inappropriate;
- misappropriate any account in use by another User;
- register or use the Service in order to approach the Users to promote, sell or advertise products or services of any kind through STELT in any way;
- use STELT in any other improper manner that violates the Terms.

## **Terms and conditions of sale**

### **Purchase**

### **Paid services**

STELT provides for additional services or subscriptions available upon payment of a fee.

The fees, duration and conditions for the accounts and paid services are highlighted in the relevant section of STELT.

### **Purchasing process**

Each order sent constitutes an offer to purchase the products. Orders are subject to availability and to the Owner's discretionary acceptance.

Users must select the products and complete the check-out, after having attentively verified the information in the order summary. The order is placed by the confirmation of the same, and is subject to payment of the price, taxes and shipping and further payment fees indicated in the order summary.

The Order Processing Receipt does not constitute acceptance of the order. The order shall be confirmed at the time the Order Confirmation is sent by the Owner to the email address provided by the User. The Owner reserves the right to invalidate an order by informing the User within 5 business days of placing the order, using the email address associated with their purchase, about the unavailability of one or more of the purchased products. In this case, the Owner will refund the price and the delivery costs incurred by the User.

## **Methods of payment**

STELT uses third-party tools for its payment processing and is not connected with any of the provided payment information – such as the credit card – in any way.

Any declined payment costs shall be borne by the User.

## **Authorization for future PayPal payments**

When paying via a PayPal account, during the purchase, STELT will store an identification code assigned to the customer's PayPal account, therefore authorizing STELT to an exclusive use linked to future purchases.

This authorization can be revoked at any time, either through the interface of STELT or directly by contacting the Owner.

## **Delivery**

### **Delivery**

Deliveries are made during normal business hours at the address indicated by the User and in the manner specified in the order summary.

Upon delivery, the User must verify the contents specifying any anomalies in the delivery form.

In case of failure to collect the products by the deadline set by the carrier, the products will be returned to the Owner, who will refund the 80% of purchase price but not the shipping cost. The 20% of the purchase price will be retained as administrative management fee. The Owner cannot be held responsible for errors in delivery due to inaccuracies or incompleteness in the completion of the purchase order by the User, for any damage occurring to products after delivery to the carrier company where arranged by the User or for delays in delivery attributable to it.

### **Retention of title**

Until the complete payment of the price of the products ordered, the products remain the property of the Owner.

### **Availability of products**

Prices, descriptions or availability of the products on display are subject to change without notice. The photos posted are for representation purposes only and may not be an exact representation of the product. The Owner will do its best to present the characteristics of the products with the greatest level of detail permitted by STELT in each tab corresponding to the product viewed by the User. However, images and colors of products offered for sale on STELT may differ from the real ones due to many factors, including, by way of example, User's device monitor, photographic filters, etc. Therefore, the User acknowledges and agrees that any such minor differences do not constitute a lack of conformity of products.

## **Order Completion**

The Order is completed in accordance with the details specified on the order summary page and within the Order Confirmation email, subject to availability of the product ordered. The Owner shall not be liable for damages suffered as a result of delays in delivery which are not dependent on circumstances foreseen by the parties at the time of the order confirmation.

## **Right of withdrawal and guarantee**

### **Right of withdrawal and replacement**

Since the products sold by STELT are rare and require professional storage that does not alter the conditions of the product, no returns will be accepted.

No requests for replacement or complaints are accepted, even if the bottle is corked. Each bottle has had its own history of conservation and has been checked before being put on sale by the Stelt Team. However, we cannot guarantee that after so many years the wine is still perfectly preserved. Stelt guarantees that the conditions of the bottle are exactly as per the description and photograph on the product page. STELT is available to send to you all the information and the additional photos you will request before buying the product. The sale of these bottles is therefore subject to the "as is" clause, without any representations or warranties, express or implied, by STELT as to the merchantability, fitness for a particular purpose, the correctness of the description of the physical conditions, size, quality, rarity, importance, provenance, or historical relevance of any product and no statement anywhere, whether oral or written, whether made on the Web Site, in an advertisement, a bill of sale or elsewhere, shall be deemed such a warranty, representation or assumption of liability. STELT is not responsible for errors and omissions on the Web Site, advertisements or elsewhere. However, we suggest you contact STELT at the email address [stelt.industries@gmail.com](mailto:stelt.industries@gmail.com) to report the problem.

## **Indemnification and limitation of liability**

### **Indemnity**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees, as the case may be, harmless from and against any claim or demand, including without limitation, reasonable lawyer's fees and costs, made by any third party due to or arising out of the User's content, use of or connection to the Service, violation of these Terms, or violation of any third-party rights.

### **Limitations of liability**

STELT and all functions accessible through STELT are made available to the Users under the terms and conditions of the Agreement, without any warranty, express or implied, that is not required by law. In particular, there is no guarantee of suitability of the services offered for the User's specific goals.

STELT and functions accessible through STELT are used by the Users at their own risk and under their own responsibility.

In particular, the Owner, within the limits of applicable law, is liable for contractual and non-contractual damages to Users or third parties only by way of intent or gross negligence, when these are immediate and direct consequences of the activity of STELT. Therefore, the Owner shall not be liable for:

- any losses that are not a direct consequence of the breach of the Agreement by the Owner;
- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);

- damages or losses resulting from interruptions or malfunctions of STELT due to acts of force majeure, or at least to unforeseen and unforeseeable events and, in any case, independent of the will and extraneous to the Owner's control, such as, by way of example but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications; and
- incorrect or unsuitable use of STELT by Users or third parties.

## **Miscellaneous**

### **Service interruption**

To guarantee the Users the best possible use of the Service, the Owner reserves the right to interrupt the service for maintenance or system updates, informing the Users through constant updates published on STELT.

### **Service reselling**

Users are not allowed to reproduce, duplicate, copy, sell, resell or exploit any portion of STELT and of its Service without the Owner's express prior written permission, granted either directly or through a proper reselling program.

The Owner may tolerate reselling performed on a limited one-to-one basis; any form of mass reselling is expressly excluded.

### **Privacy policy**

For information about the use of their personal data, Users must refer to the privacy policy of STELT which is hereby considered to be part of these Terms.

### **Intellectual property rights**

All trademarks, nominal or figurative, and all other marks, trade names, service marks, word marks, illustrations, images, or logos that appear concerning STELT are, and remain, the exclusive property of the Owner or its licensors and are protected by the laws in force on trademarks and by related international treaties.

All trademarks and all other marks, trade names, service marks, word marks, trademarks, illustrations, images, logos regarding third parties and content posted by such third parties on STELT are and remain the exclusive property of such third parties and their licensors, and are protected by applicable trademark laws and relevant international treaties. The Owner does not own the aforementioned intellectual property rights and may use them only within the limits and in accordance with the contracts concluded with such third parties and for the purposes outlined herein.

### **Age eligibility**

Users declare to be adult according to their applicable legislation. Under no circumstance may persons under the age of 18 use STELT.

### **Conditions for receipt of deliveries**

Users who make a purchase through STELT, moreover, declare the person who will receive the delivery of the purchased products to be also adult according to the applicable legislation.

### **Changes to these Terms**

The Owner reserves the right to modify these Terms at any time, informing Users by publishing a notice within STELT.

Users who continue to use STELT after the publication of the changes accept the new Terms in their entirety.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation or subcontract all or any rights or obligations under these Terms, as long as the User's rights under the Terms are not affected.

Users may not assign or transfer their rights or obligations under these Terms in any way without the written permission of the Owner.

## **Contacts**

All communications relating to STELT must be sent using the contacts stated in this document.

## **Severability**

If any provision of these Terms is invalid or unenforceable, that clause will be removed and the remaining provisions shall not be affected and they will remain in force.

## **Governing law and jurisdiction**

These Terms and any dispute concerning the implementation, interpretation and validity of this agreement are subject to the law, the jurisdiction of the state and to the exclusive jurisdiction of the courts where the Owner has their registered offices.

An exception to this rule applies in cases, where the law provides a sole place of jurisdiction for consumers.

## **Dispute resolution**

### **Online dispute resolution for consumers**

The consumer resident in Europe must 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. As a consequence, if you are a European consumer, you can use such platform for resolving any dispute stemming from the online contract entered into with the Owner. The platform is available at the following [link](#).

The Owner is available for any questions via the email address posted under the Owner's information in this document.

## **Definitions and legal references**

### **STELT (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

## **Order Confirmation**

Indicates the email that the Owner sends as shipping confirmation at the moment when the purchased products, or parts of them, are being dispatched.

**Owner (or We)**

Indicates the natural person(s) or legal entity that provides STELT and/or the Service to Users.

**Service**

The service provided by STELT as described in these Terms and on STELT.

**Terms**

All provisions applicable to the use of STELT and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates any natural person or legal entity using STELT.

**Order Processing Receipt**

Indicates the email that the Owner sends upon receipt of the order.

Latest update: July 8, 2021