

General Terms and Conditions

1 – Subject matter of the Contract

1.1 The following Terms and Conditions of Sale apply to online contracts concluded by means of the website [forst.it](#) between Brauerei Forst AG (hereinafter referred to as the "Vendor") and the customer in respect of the sale of products offered on the website [forst.it](#).

1.2 The Vendor's Customer Services department can be contacted for further information (contact details are given in the following clause).

2 – Contractual parties: Buyer, Consumer and Vendor

2.1 Buyer: Any natural person of legal age or legal entity that purchases one or more goods or products, which can be obtained via the above-mentioned website.

2.2 Consumer or User: Any natural person of legal age who does not conclude the legal transaction for a purpose that cannot be attributed to any self-employed, commercial, craft or other professional activity that may be exercised.

2.3 Vendor:

[forst.it](#) for Brauerei Forst AG

Vinschgauer Straße 8 | 39022 Algund (BZ) – Italy

VAT no.: 00100500214

Commercial register number: BZ 00100500214

Phone: +39 0473 260140

Email: e-shop@forst.it

The Customer Services department can be reached by telephone **Monday to Friday from 09:00 to 12:00**.

The costs correspond to the normal telephone tariff.

3 – Modality and conclusion of the Purchase Contract

3.1 Before purchasing the products, the following General Terms and Conditions must be read carefully. These can also be found in the order summary and in the website footer. The alcoholic products are sold exclusively in Italy and Germany. The Buyer takes note of them and accepts the individual clauses listed before confirming the purchase.

3.2 The Buyer has the option to register in the designated area of the Vendor's website. For this purpose, all fields of the registration form must be filled in. If the Buyer is already registered, he/she has the option to log in on the website by entering his/her user ID and password in the fields provided for this purpose and to access his/her customer profile.

3.3 Each product available on the website can be purchased by selecting it and adding it to the "basket". Once the product selection is complete, the Buyer selects the desired payment and shipping method and completes the order by clicking the confirmation button provided. Prior to this, the Buyer has the opportunity to view the order data, the purchase price, the shipping costs, any additional costs, the method

of payment, the payment deadline, the delivery address and the delivery times by being forwarded to a printable overview page.

3.4 The Contract is effectively concluded between the Parties when the order is confirmed. The Vendor will send an email within 48 hours with the order confirmation, in which all the order data listed in the previous clause are listed.

If the Buyer does not receive a confirmation **within seven days**, the order is to be regarded as having been rejected by the Vendor and is therefore invalid.

3.5 Ordering alcoholic products intended for shipment **outside Italy and Germany** is not valid and effective. The Vendor will contact the Buyer by email to determine whether the Buyer is interested in receiving the other (non-alcoholic) products, if any, or to notify the Buyer of the impossibility of processing the order (if only alcoholic products were ordered).

3.6 In the personalised customer area, the Buyer can view the status of his/her orders at any time (received, in process, payment received, shipped, etc.). For further information regarding purchases, status of orders, delivery times, etc., the Vendor can be contacted using the methods indicated under Clause 2.3.

4 – Availability of the products

4.1 The Vendor shall endeavour to ensure that the products offered are constantly available and shall guarantee the timely processing and handling of orders by means of telematic data collection.

4.2 In exceptional cases, the purchased product may no longer be on offer or ultimately no longer available. In such cases, the Vendor will cancel the order and refund any payments already made by the customer. The Buyer is not entitled to any further compensation beyond this. The refund will be made by means of the payment method used by the Buyer.

5 – Delivery and shipping

5.1 The products offered by the Vendor are delivered to all EU countries as well as to countries outside the EU. Products containing alcohol (e.g. beer) are only delivered in **Italy and Germany**.

It is not possible to ship alcoholic products outside Italy and Germany. The delivery of the purchased goods/products will take place within a maximum period of 30 days from receipt of the order.

Orders for alcoholic products made by underage consumers will not be accepted.

5.2 Orders will be shipped from Monday to Friday (excluding Saturdays, Sundays and public holidays) to the recipient's place of residence and in the manner specified on the website at the time the products were offered. The first delivery attempt is usually made within 4 to 5 working days for orders dispatched to locations in Italy (domestic only). Delivery times vary depending on the origin, destination and carrier. These can be found using a tracking number.

The amount to be debited from the customer's credit card is taken when the order is completed by the Buyer.

Delivery times may be delayed on public holidays (e.g. Christmas, Easter and 15 August).

5.3 In the event of a failed delivery (e.g. due to the absence of the recipient, incorrect/incomplete address, etc.), the delivery shall remain at the shipping provider's branch free of charge.

The second delivery attempt will be made at the recipient's request within three working days of the first attempt made. From the fourth working day onwards, if no other instructions are given, the delivery will be

stored free of charge at the relevant post office. The maximum storage period is 7 working days, starting from the first working day (including Saturday) after receipt of the delivery at the post office.

5.4 Any damage to the packaging for the goods/products delivered by the shipping provider must be objected to immediately by means of a note on the acknowledgement of receipt, according to which the option of a more detailed inspection is reserved.

If the Buyer signs the document provided by the shipping provider without raising any objects, this excludes him/her from making complaints at a later date due to externally visible defects affecting the delivered goods.

6 – Prices and shipping costs

6.1 All prices for the products shown and offered on the website are given in euros and constitute a public offer within the meaning of Art. 1326 of the Italian Civil Code.

6.2 The prices given include VAT at the rate applicable in Italy and any other taxes. The sales price does not include the delivery and shipping costs, which are to be borne by the customer in each case. These may vary depending on the volume, weight and destination of the parcel. The applicable shipping costs and any other additional costs are indicated separately from the sales price and are listed in the order summary on the website. Shipping costs are calculated during the order process, then indicated before the Buyer confirms the order, and are also listed in the order summary on the website.

6.3 All additional costs incurred, such as taxes, duties or other expenses, including the import costs legally provided for in the country of destination for the delivery, shall be borne in full by the Buyer.

7 – Taxes and international customs duties

7.1 In the case of deliveries outside the EU, import taxes or customs duties may apply. These costs shall be borne exclusively by the consignee of the goods who shall pay the amounts due to the carrier or the competent authority.

8 – Payment methods

8.1 The accepted payment methods are indicated on the order confirmation. Payment by the Buyer can only be made using:

- Credit cards (VISA, Mastercard, CartaSi and American Express)
- PayPal

8.2 If payment is made by credit card, the purchase price and the additional costs (delivery costs, taxes, duties), which are specified in the final order overview, are debited when the order process is completed by the Buyer.

8.3 All details required for payment are forwarded via a secure connection and are encrypted. The credit card information is transmitted directly to the credit institution, which carries out the payment using a secure server and SSL encryption to ensure the highest possible security for the transaction. The credit card details are in no case accessible to the Vendor or third parties, neither at the point of dispatching the order nor at any later date.

9 – Invoicing

In view of the nature of the online shop and the transactions carried out, the Vendor declares that invoice will be issued for any purchase for Italy and Germany, for all others he will issue a proper receipt.

10 – Right of withdrawal

10.1 In accordance with the Italian Consumer Code (Legislative Decree no. 206/05), the Consumer has the right to cancel the concluded Contract without any costs and without giving any reasons within 14 days.

The withdrawal period is fourteen days from the date on which the goods were received. Exclusions include the provisions set out in Art. 59 of the Italian Consumer Code, in particular:

- customised or clearly personalised goods;
- goods that can spoil or expire quickly. This category includes all foods (including beverages), as the properties and qualities of these products can change, also due to improper storage;
- sealed goods that are not suitable for return for reasons of hygiene or health protection and have been opened after delivery;
- goods which, by their nature, have been inseparably mixed with other goods after delivery.

10.2 In order to exercise the right of withdrawal, the Consumer must notify the Vendor of his/her decision by means of the withdrawal form or a clear statement. This is carried out by registered letter with acknowledgement of receipt, or by sending an email to helpdesk.shop@forst.it

10.3 Goods must be returned at the latest within fourteen days from the date on which the clear statement is sent.

In order to be able to assert the claim for repayment of the purchase price, the following requirements must be met on the part of the Consumer:

- the purchased goods must be returned intact and with the complete original packaging (including the cardboard box, any enclosed documents and product components, such as labels, crown caps, etc);
- the right of withdrawal applies to the entire product, it is not possible to exercise it only for part of the purchased product;
- the right of withdrawal does not apply to products with a seal if the seal has been damaged or removed;
- the Vendor inspects the product upon receipt at its warehouse to detect any damage that is not due to transport;
- if the product has been used by the Consumer before exercising the right of withdrawal, repayment shall be made in the amount of the remaining residual value of the goods and only on condition that the use by the Consumer served to verify the nature, properties and function of the goods.

10.4 The direct costs for returning the goods are to be borne in full by the Consumer when exercising the right of withdrawal.

10.5 The Vendor shall arrange for the full amount paid by the Consumer (including the original delivery costs) to be refunded free of charge no later than fourteen days from the date on which the Vendor receives the notification of withdrawal. The same means of payment used by the Consumer shall be used for this refund, unless expressly agreed otherwise. The Vendor may refuse to issue a refund until it has received the goods back or until the Consumer has provided proof that he/she has returned the goods.

10.6 Upon receipt of the Consumer's notice of withdrawal, the Parties to this Contract shall be released from their mutual obligations, subject to the provisions set out in the preceding clauses of this Article.

11 – Data protection and processing of Buyer's personal data

11.1 The Vendor shall strictly comply with the applicable data protection regulations (GDPR 679/2016 General Data Protection Regulation). In accordance with the provisions of the Data Protection Code, the Vendor shall provide the Buyer with this information, which shall form part of the Contract.

11.2 The Data Controller is Brauerei Forst AG.

The Vendor has appointed a Data Protection Officer whose contact details are as follows:

datenschutz@forst.it. The data is collected for the following purposes: Registration of the order and initiation of the procedures for executing the Contract and the related notifications, fulfilment of the legal obligations, if any, and ensuring efficient management of the business relationship in the manner necessary to provide the requested service in the best possible way (Art. 6(b) GDPR 679/2016). The processing of the data transmitted by the Buyer shall be carried out in paper, electronic and telematic form. The Vendor undertakes to treat the data and information provided by the Buyer as confidential and not to make them available to unauthorised persons or to use them for purposes other than those intended or to pass them on to third parties. These data shall only be disclosed at the request of judicial authorities or other authorities authorised by law.

Personal data shall only be transmitted to persons entrusted with performing the activities necessary for executing the Contract and shall be transmitted exclusively for this purpose.

The Data Controller does not transfer personal data outside the European Economic Area. However, the Data Controller reserves the right to use cloud services. In this case, service providers selected will be those offering adequate guarantees in accordance with the applicable legislation.

The disclosure of his/her personal data by the Buyer is a necessary prerequisite for the proper and timely execution of the contract. Otherwise, the Buyer's order cannot be processed. In any case, the data obtained shall not be kept beyond the period necessary for the purposes for which they were collected or subsequently further processed. Their removal is carried out in a secure manner.

The Buyer shall be entitled to the rights set out in Art. 15, 16 and 17 of the GDPR 679/2016.

12 – Liability and warranty rights

12.1 If the products are foodstuffs, the Vendor guarantees that it will supply the same products as indicated and described on the website, in compliance with the regulations in force for their preservation, until the moment the goods are handed over to the carrier for shipment. In the case of packaged products, the manufacturer is also responsible for the accuracy and completeness of the information included on the packaging.

DISPLAY OF PRODUCTS WITH LABELLING REQUIREMENTS

12.2 The images used on the website are intended to make it easier for the Buyer to recognise the Products. The photographs are for illustrative purposes only and do not represent the supplied product exactly.

12.3 The Vendor is liable to the Consumer if the lack of product conformity becomes apparent within two years of the goods being delivered (except in the case of goods such as food products, which by their nature last for a shorter time than this period). In order to be able to assert the right to warranty, the invoice or the delivery document for the product about which a complaint is made about must be kept.

12.4 The Buyer loses his/her right to warranty if he/she does not notify the Vendor of the defect within 2 months of discovering it. In any case, it shall be presumed until rebuttal that defects occurring within the first 6 months of delivery were already present at the time of handover, unless this presumption is incompatible with the nature of the product or the nature of the defect.

12.5 In the event of a defect, the Consumer may alternatively demand that the defect be remedied free of charge, that the purchased product be replaced, that the purchase price be reduced or that the Contract be terminated, unless this is objectively impossible or disproportionately costly for the Vendor, in accordance with Art. 130(4) of the Consumer Code.

12.6 The Vendor must be notified of the defect in writing, by means of a registered letter with acknowledgement of receipt. The Vendor shall inform the Consumer within seven working days of becoming aware of the request whether it will comply with the request or of the reasons for refusing to do so.

12.7 If a returned product is found to be faultless and without defect, the purchased goods will be returned to the Consumer, the latter being liable for all shipping costs.

13 – Applicable law, place of jurisdiction and severability clause

13.1 This Contract is governed by Italian law. If the customer is a Consumer, the rules for distance selling contracts as set out in Article 50 et seq. of the Consumer Code also apply.

13.2 The court in whose district the Consumer resides, or exclusively the court of Bolzano (Italy) if the Buyer is not a Consumer, shall have jurisdiction over all disputes relating to the application, performance, interpretation and breach of this Contract and/or these General Terms and Conditions of Sale.

In the event of disputes arising from this Contract, the Contracting Parties undertake to attempt mediation with the competent body at the Chamber of Commerce for Industry, Crafts and Agriculture of Bolzano.

13.4 The invalidity of one or more clauses of these General Terms and Conditions of Sale shall not affect the validity of the remaining contractual provisions.

14 – Conciliareonline.it

14.1 Consumers residing in Europe may contact the dispute resolution service Conciliareonline.it to resolve disputes arising from the purchase of goods and services through our website. The prerequisite is that direct contact with us must first have taken place in order to be able to resolve the complaint directly; for this purpose, you can send an email to info@forst.it.

www.conciliareonline.it

Zwölfgreinerstrasse 2

I -39100 Bolzano (BZ), Italy

Tel. +39 0471 975597

Fax +39 0471 979914

Alternatively, you can also submit the complaint via the European Commission's ODR platform using the following link <http://ec.europa.eu>