

AVINCIS

TRADITION AND MODERNITY

www.avincis.ro is managed by SC AVINCIS VINURI SRL based in Bucharest, str. Dr. Grigore Romniceanu nr. 15, District 5, registered with the Trade Register under the no. J40/14389/2007, CUI RO22180956, organized under Romanian law.

I. PREAMBLE

- 1.1. The use, including the visiting and buying of products on the www.avincis.ro website, means that the Terms and Conditions under which our products are supplied are accepted in full and every time you access our website.
- 1.2. To complete an order, the Customer must accept the Terms and Conditions specified in this chapter, by pressing the "Submit Order" button, confirming that they agree to the terms stated in the Document.
- 1.3. S.C. AVINCIS VINURI S.R.L. has the right to change the Terms and Conditions and the contents of the website at any time, without previous notice to the Customer. The Customer has permanent access to the Terms and Conditions and is obliged to read the document every time he visits our website.
- 1.4. The Terms and Conditions shall not apply to legal entities, whose orders are subject to the legal conditions regarding relations between professionals.
- 1.5. The Document sets out the terms and conditions for using the website www.avincis.ro and for carrying out electronic commerce with the products presented on the website.
- 1.6. The use, including, but not limited to accessing, visiting and viewing, the website, implies that the Customer is adhering to these Terms and Conditions. The Customer undertakes to continuously monitor the Terms and Conditions that can be updated, changed, and supplemented. In case of disputes, the Terms and Conditions valid at the time of placing the order and notification thereof in writing to S.C. AVINCIS VINURI S.R.L. shall apply.

II. REGISTRATION OBLIGATIONS

- 2.1. In order to buy on www.avincis.ro, the Customer must enter his identification data on the website www.avincis.ro.
- 2.2. To use the service, the Customer declares that he shall provide real, accurate, current, and complete information about you. S.C. AVINCIS VINURI S.R.L. is not responsible for the accuracy of the data provided to draft the fiscal invoice.

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15 Grigore Romniceanu Street
050574 Bucharest • Sector 5
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- 2.3. Should we consider that this obligation has been breached, we shall have the right to block your access to the use of the service for a fixed or indefinite period, without any previous notice.

III. PRICE AND PAYMENT METHODS

- 3.1. The prices of products on the website are expressed in RON and include VAT (19%).
- 3.2. The purchase price on the invoice shall be the same as the one on the website at the time of purchase. Delivery costs are added to the purchase price, which are established by the courier/as shown on the invoice and are borne by the Customer separately from the product purchase price.
- 3.3. The payment of the products purchased through the website is made online by card when the order is placed. The transaction will appear on the account statement.

IV. DELIVERY TERMS

- 4.1. The delivery to the Customer of the products purchased through www.avincis.ro will be made via a fast courier service.
- 4.2. This website is only intended for individuals who are at least 18 years of age and have the legal capacity to conclude legal acts, as well as for legal entities. The online order is available only for persons that have a delivery address in Romania. By accepting the Terms and Conditions, the concerned person declares that he/she meets the above conditions.
- 4.3. For orders with a value exceeding RON 500, the shipment is free of charge if the delivery is within the coverage area of the courier service. For orders with a value of less than RON 500, the cost of delivery is entirely borne by the Customer.
- 4.4. The delivery term is of 24 hours for Bucharest and 48 hours in the country, calculated as of the date of your order. For orders made between Friday and Sunday, the delivery deadline will be 72 hours. In so far as this deadline cannot be met, S.C. AVINCIS VINURI S.R.L. shall notify the Customer by e-mail/telephone and ask the Customer to extend the delivery deadline, depending on the circumstances. If the goods are not delivered within the additional deadline, the Customer is entitled to terminate the contract, in accordance with the provisions of Article 18 of the G.E.O. no. 34/2014.

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- 4.5. The delivery charges are calculated with the value added tax (VAT) included and are calculated depending on the location and volume, weight and communicated before the check-out.
- 4.6. The delivery is made by a courier company, at Customer's premises, within 48 hours of the dispatch of the order, and can reach its destination after a maximum of 3 days.
- 4.7. If the Customer wishes to specify certain delivery aspects such as: delivery time, address, or landmarks, he has the possibility to enter these things in the notes box before completing the order.
- 4.8. On the day the order shipment is dispatched we notify the Customer by email or by telephone in this respect.
- 4.9. The package can be received by any member of the family.
- 4.10. Products are delivered within the limit of available stock. In the event that one or more of the ordered products are no longer in stock, the Customer will be notified to this effect, with the possibility of waiting for the product to become available again in stock or to cancel the order. In some situations, the ordered product may be replaced with a similar one, if you wish and agree to this. If the Customer decides to cancel the order, S.C. AVINCIS VINURI S.R.L. shall repay the amounts paid by the Customer for unavailable products within maximum 14 days of becoming aware of the decision to cancel the order.
- 4.11. The liability for any loss or damage caused to the product, parcel or package sent by us shall lie with the courier company or the carrier in accordance with applicable laws. Products shall be replaced by us if the courier is proved to be in default, and we shall be notified in writing within 5 hours of the receipt of the package, with a clear indication of the products which have been lost or damaged and the reason for the replacement request.

V. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The entire content of www.avincis.ro, including texts, images, graphics, web graphics, scripts and any other data, is the exclusive property of SC AVINCIS VINURI SRL or of its suppliers and is protected under the laws on intellectual and industrial property rights. Use without written the consent of any items on the www.avincis.ro website or of any of the items listed above, is sanctioned under the applicable laws. You can use the e-mail address avincis.vinuri@avincis.ro to claim any intellectual property rights.

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VI. PRIVACY POLICY

For information on how S.C. AVINCIS VINURI S.R.L. processes personal data, go to the special section on this subject “*Privacy Policy*”.

VII. PRODUCT QUALITY GUARANTEES AND LIABILITY

- 7.1. The products sold through the www.avinis.ro website benefit from a quality conformity guarantee as required by Law no. 449/2003 on the sale of products and associated guarantees.
- 7.2. Should the Customer claim the non-compliance of the ordered product, we shall proceed with the product verification, which will take place at S.C. AVINCIS VINURI S.R.L. location in Dragasani, str. Valea Caselor nr. 1A, Valcea County. If the non-conformity of the product is found by S.C. AVINCIS VINURI S.R.L., the Customer is entitled to replace the non-compliant product with another compliant product. To the extent the replacement is not possible, for example, because the product is no longer available on stock, S.C. AVINCIS VINURI S.R.L. shall repay the product price, transport costs, and any other costs incurred by the Customer under this Agreement within 14 days of the date of notification of the Customer that the product may not be replaced.
- 7.3. S.C. AVINCIS VINURI SRL does not undertake any responsibility for any damage caused by the fault of a third party or of the Customer, for example due to the keeping of the products in poor conditions, to the use of the products after the expiry of the validity thereof as stated on the label, to the use of products purchased for other purposes than those specified by the producer, etc.

VIII. RETURN POLICY

- 8.1. The return of products can be done in accordance with the provisions of the G.E.O. no. 34/2004 on consumer rights in contracts concluded with professionals, as well as for the amendment and supplementation of certain rules. For more details, please visit the “Return Policy” section.

IX. COMMUNICATION METHODS

- 9.1. All identification details of S.C. AVINCIS VINURI S.R.L. are published on www.avincis.ro website to be able to be contacted by the Customer.

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- 9.2. The accessing of the website, the using of the information presented on the website, the placing of an online order, the sending of notifications or e-mails to S.C. AVINCIS VINURI S.R.L. are made electronically, by telephone or by any other means of communication available and entitles S.C. AVINCIS VINURI S.R.L. to notify the Customer electronically and/or by telephone. The Customer data processing by S.C. AVINCIS VINURI S.R.L. shall only include the communication of the written request
- 9.3. S.C. AVINCIS VINURI S.R.L. has the right not to respond to all requests of any kind received by any means of communication (electronically, by telephone, personally, etc.).

X. DISPUTES

- 10.1. By using, viewing or visiting the website or by purchasing the products from this website, the Customer agrees to the content of the Terms and Conditions.
- 10.2. The Terms and Conditions of this document are governed by the Romanian law.
- 10.3. Any dispute, of any kind, that may arise between S.C. AVINCIS VINURI S.R.L. and the Customer, in connection with the Terms and Conditions, shall be settled amicably within 30 days of the date of notification by the other Party of the existence of a disagreement.
- 10.4. If the amicable settlement is not possible within the time limit specified above, the conflict shall be settled by the competent court in accordance with the Romanian laws in force.
- 10.5. If any of the above terms is found void or invalid, regardless of the reason, it shall not affect the validity of the other terms. With the order, the Customer accepts the terms and conditions of use without objection, the value of which is the same as a valid contract entered into.

XI. MISCELLANEOUS

- 11.1. S.C. AVINCIS VINURI S.R.L. has the right to refuse any order made on the www.avinis.ro website , as well as to limit the quantity of products ordered or cancel any order in so far as it considers that they are contrary to S.C. AVINCIS VINURI S.R.L. interests or to the interests of the website www.avincis.ro . These restrictions may include orders made by or under the same Customer account, credit card, and/or orders that use the same invoicing and/or shipping address.

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- 11.2. S.C. AVINCIS VINURI S.R.L. may limit the quantity of products that can be ordered by one or more Customers at a given time.
- 11.3. The contract is concluded for a fixed term. It shall be considered as terminated when parties have fulfilled their mutual obligations within the deadlines and conditions set out herein.

XII. CONTACT INFORMATION

SC AVINCIS VINURI SRL

Registered office: str. Dr. Grigore Romniceanu nr. 15, District 5, 050574, Bucharest

E-mail: avincis.vinuri@avincis.ro

Tel: 0751199415

Working point: str. Prof. Dr. Grecescu Dimitrie nr. 2, parter, District 5, Bucharest

Working point: str. Valea Caselor nr. 1 A, 245700, Dragasani, Valcea County

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