

SARA VEZZA SOCIETÀ SEMPLICE AGRICOLA

"ADOPT A ROW OF VINES"
GENERAL SALES CONDITIONS

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Sara Vezza Società Semplice Agricola

GENERAL TERMS AND CONDITIONS OF SALE

1. OWNERSHIP OF THE WEBSITE

1.1 Sara Vezza Società Semplice Agricola, with registered office in Monforte d'Alba (CN), Località Castelletto 39, Tax Code 04026180044 (**Sara Vezza S.S.A.**) is the sole owner of the website www.adottaunfilare.com (the **Website**).

1.2 Josetta Saffirio and Sara Vezza are registered trademarks owned exclusively by Sara Vezza S.S.A.

2. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

Sara Vezza S.S.A. is the owner of all rights relating to the graphic and conceptual content of the Website, of the distinguishing marks visible on the Website, and of all names, symbols and images used to indicate products on the Website. The even partial reproduction of the content and graphics of the Website, as well as the distinguishing marks visible on the Website, is therefore forbidden.

3. APPLICATION AND ACCEPTANCE OF THE GENERAL TERMS CONDITIONS OF SALE

3.1 These general terms and conditions of sale (hereinafter the GT&Cs) regulate the online sale of the "Adopt a Row of Vines" packages sold by Sara Vezza S.S.A., illustrated and described on the Website (hereinafter the **Adoption Packages** or **Adoption Package**). In particular, the Adoption Packages available are the following:

(a) "Adopt a Row of Vines:", which includes:

- 1) an adoption certificate, sent by email to the customer (the **Adopting Customer**), indicating a specific 15-metre row of vines included in the vineyards belonging to Sara Vezza S.S.A. (the **Adoption Certificate**), which will be registered - for the duration of 12 (twelve) months - in the name of the Adopting Customer or the beneficiary of the adoption, in the case of donation of the Adoption Package (the **Adopting Beneficiary**);
- 2) a plaque bearing the name of the Adopting Customer or the Adopting Beneficiary, positioned for the duration of 12 (twelve) months in the row of vines adopted (the **Nameplate**);
- 3) a twelve-month subscription to the newsletter dedicated to the "Adopt a Row of Vines" initiative (the **Newsletter**), with which the Adopting Customer or the Adopting Beneficiary will receive regular updates on the progress of the row of vines adopted and the initiatives taking place at the winery;
- 4) an invitation for the Adopting Customer or the Adopting Beneficiary plus one guest to take part in one or more events organised by Sara Vezza S.S.A. at the winery, dedicated to the adopters, depending on the winery's availability and on the basis of the number of places available for each event;
- 5) a visit to the winery by the Adopting Customer or the Adopting Beneficiary and one guest, accompanied by a tasting of wines selected by the winery, to be booked at least one week in advance and depending on the winery's availability;

- a twelve-month membership of the "i Filari Wine Club"; and
- a selection of six 0.75L bottles of wine produced by Sara Vezza S.S.A., depending on the winery's availability;
- six 0.75L bottles of Barolo DOCG wine produced by Sara Vezza S.S.A, of the vintage on sale at the time of purchase of the Adoption Package or - if preferred by the Adopting Customer - of the same vintage as the Adoption Package, with a waiting period of 48 (forty-eight) months, with the possibility to customise the label with a name, a date or a phrase, without this affecting the winery's right to refuse customisation with phrases that do not comply with the wording required by law or that are detrimental to the image and quality of the wine or the winery.

(b) "Adopt a row of vines in Vigna Persiera", which includes:

- The Adoption Certificate of a specific 15-metre row of vines included in the *Persiera* vineyard of Sara Vezza S.S.A., sent by e-mail to the Adopting Customer;
- the Nameplate;
- a twelve-month subscription to the newsletter, with which the Adopting Customer or the Adopting Beneficiary will receive regular updates on the progress of the row of vines adopted and the initiatives taking place at the winery;
- an invitation for the Adopting Customer or the Adopting Beneficiary plus one guest to take part in one or more events organised by Sara Vezza S.S.A. at the winery, dedicated to the adopters, depending on the winery's availability and on the basis of the number of places available;
- a visit to the winery by the Adopting Customer or the Adopting Beneficiary and one guest, accompanied by a tasting of wines selected by the winery, to be booked at least one week in advance and depending on the winery's availability;
- a twelve-month membership of the "i Filari Wine Club"; and
- a selection of six 0.75L bottles of wine, depending on the winery's availability;
- two 0.75L bottles of Barolo Persiera DOCG wine produced by Sara Vezza S.S.A, of the vintage on sale at the time of purchase of the Adoption Package or - if preferred by the Adopting Customer - of the same vintage as the Adoption Package, with a waiting period of 48 (forty-eight) months, with the possibility to customise the label with a name, a date or a phrase, without this affecting the winery's right to refuse customisation with phrases that do not comply with the wording required by law.
- two Magnums of Barolo Persiera DOCG wine produced by Sara Vezza S.S.A, of the vintage on sale at the time of purchase of the Adoption Package or - if preferred by the Adopting Customer - of the same vintage as the Adoption Package, with a waiting period of 48 (forty-eight) months, with the possibility to customise the label with a name, a date or a phrase, without this affecting the winery's right to refuse customisation with phrases that do not comply with the wording required by law or that are detrimental to the image and quality of the wine or the winery.

(c) "Adopt a Row of Vines in Vigna Millenovecento48", which includes:

- ④ the Adoption Certificate of a specific 15-metre row of vines included in the *Millenovecento48* vineyard belonging to Sara Vezza S.S.A.;
- ④ the Nameplate;
- ④ a twelve-month subscription to the newsletter, with which the Adopting Customer or the Adopting Beneficiary will receive regular updates on the progress of the row of vines adopted and the initiatives taking place at the winery;
- ④ an invitation for the Adopting Customer or the Adopting Beneficiary plus one guest to take part in one or more events organised by Sara Vezza S.S.A. at the winery, dedicated to the adopters, depending on the winery's availability and on the basis of the number of places available;
- ④ a visit to the winery by the Adopting Customer or the Adopting Beneficiary and one guest, accompanied by a tasting of four wines selected by the winery, to be booked at least one week in advance and depending on the winery's availability;
- ④ a twelve-month membership of the "i Filari Wine Club"; and
- ④ a selection of six 0.75L bottles of wine produced by Sara Vezza S.S.A., depending on the winery's availability;
- ④ three 0.75L bottles of Barolo Riserva Millenovecento48 wine produced by Sara Vezza S.S.A, of the vintage on sale at the time of purchase of the Adoption Package or - if preferred by the Adopting Customer - of the same vintage as the Adoption Package, with a waiting period of 48 (forty-eight) months, with the possibility to customise the label with a name, a date or a phrase, without this affecting the winery's right to refuse customisation with phrases that do not comply with the wording required by law or that are detrimental to the image and quality of the wine or the winery.
- ④ a dinner with an overnight stay in the Langhe area, at a facility chosen by and affiliated with Sara Vezza S.S.A., offered free of charge by Sara Vezza S.S.A. for the Adopting Customer or the Adopting Beneficiary and one additional guest, depending on the availability of the partner facilities.

3 The General Terms and Conditions are binding for all Adopting Customers who place purchase orders through the Website, whether personally or for the benefit of third parties, and must be read and accepted by the Adopting Customer before any purchase order is sent. Sending a purchase order implies full knowledge and explicit acceptance of these GT&Cs by the Adopting Customer, constituting a binding agreement between Sara Vezza S.S.A. and the Adopting Customer.

3 Sara Vezza S.S.A. reserves the right to amend all or part of these GT&Cs at any time, notifying the Adopting Customers by publishing the new GT&Cs on the Website. The GT&Cs applicable to the individual purchase order are those in force on the date the purchase order is sent by the Adopting Customer.

4. THE ADOPTION PACKAGES

4 The Adoption Packages offered for sale on the Website are those indicated and advertised therein, in relation to which there is a purchase price and the option to complete the purchase (collectively, the **Catalogue of Adoption Packages**).

4 The Catalogue of Adoption Packages may be subject to change, due to the limited number of bottles produced each year, availability at the winery and the partner facilities as regards the gift of a dinner with an overnight stay in the Langhe area, reserved for purchasers of the "Adopt a row of vines in the Millenovecento48 vineyard" Adoption Package.

4 The prices of the Adoption Packages indicated on the Website are expressed in Euros and include VAT. Shipping costs in Italy and abroad are excluded.

5. PRICES

The purchase prices of the Adoption Packages are as follows:

- (a) Euro 400.00 (four hundred/00) for the "Adopt a row of vines" package;
- (b) Euro 500.00 (five hundred/00) for the "Adopt a row of vines in Vigna Persiera" package; and
- (c) Euro 600.00 (six hundred/00) for the "Adopt a row of vines in Vigna Millenovecento48" package.

6. PURCHASE PROCEDURE AND PAYMENT METHOD

6 To proceed with a purchase order for an Adoption Package (the **Purchase Order**) through the Website - for themselves or for an Adopting Beneficiary - the Adopting Customer shall:

- (a) fill in the appropriate form on the Website, entering their own details and those of the Adopting Beneficiary - or, alternatively, download the form from the Website, print it, fill it in and send it in PDF format to the email address: info@adottaunfilare.com;
- (b) supply, truthfully, completely and correctly, all the details requested on the form on the Website and accept the privacy policy and these GT&Cs in full ;
- (c) select the Adoption Package you wish to purchase and indicate, in an e-mail sent to info@adottaunfilare.com, no later than 30 days after completing the form:
 - ¶ the date on which the adoption will commence. In the absence of any indication, the commencement date of the Adoption Package will be the date on which Sara Vezza S.S.A. sends Confirmation of Order (as defined below);
 - ¶ the desired vintage of Barolo (the vintage on sale at the time of purchase of the Adoption Package, or the same vintage as the adoption, which will be available 48 (forty-eight) months after the harvest of that year); and
 - ¶ any customisation of the Barolo label desired, without prejudice to the right of Sara Vezza S.S.A. to refuse customisation with wording that does not comply with the law or that is detrimental to the image and quality of the wine or the company. In this case, the Adopting Customer will be contacted to alter or cancel the customisation of the label;
- (d) proceed with the payment of the price of the Adoption Package, indicated on the Website, by credit card (Stripe automatic platform), or by bank transfer, sending, in the latter case, the receipt of the transfer by e-mail to the address: info@adottaunfilare.com.

6 The Website is intended exclusively for private Adopting Customers over the age of 18 and the Adopting Customer must declare that they meet this age requirement, taking full responsibility for doing so. In case of purchase of an Adoption Package for an Adopting Beneficiary, the

Adopting Customer shall declare that the Adopting Beneficiary also meets the age requirement.

- 6 The Purchase Order is placed when it is confirmed and is subject to payment of the price. The purchase agreement is finalised when Sara Vezza S.S.A. sends an email confirming the Purchase Order (the **Order Confirmation**) to the email address supplied by the Adopting Customer, following successful payment.
- 4 In the absence of the Order Confirmation, the purchase shall not be considered as having been successfully finalised.
- 5 Within five days of receiving the Order Confirmation, the Adopting Customer will receive an email, at the address indicated during the purchase of an Adoption Package, containing the Adoption Certificate, registered in their own name or in the name of the Adopting Beneficiary as the case may be;
- 6 Within 30 days of receiving the Order Confirmation, Sara Vezza S.S.A. (through an external supplier) will prepare and position the nameplate on the pertinent row of vines. It should be noted that the purchase of an Adoption Package and the positioning of the related Nameplate in the row of vines adopted does not grant the Adopting Customer and the Adopting Beneficiary any rights in relation to the aforesaid row of vines. By way of example, the right of the Adopting Customer or the Adopting Beneficiary to visit the vineyards of Sara Vezza S.S.A. on their own or to enter the winery outside of the events or visits scheduled and agreed with Sara Vezza S.S.A. is explicitly excluded.
- 7 From the time of receipt of the Order Confirmation or from a different date chosen by the Adopting Customer at the time of purchasing the Adoption Package, for a period of 12 (twelve) months, the Adopting Customer or the Adopting Beneficiary will periodically receive the Newsletter by email, containing details of the events organised at the winery by Sara Vezza S.S.A, which the Adopting Customer or the Adopting Beneficiary, accompanied by one guest may attend, subject to registration and depending on the availability of the winery and places available. Events organised by Sara Vezza S.S.A. at the winery - which may be one or more - vary from year to year.
- 8 Events organised by Sara Vezza S.S.A. at the winery may include the possibility of a lunch, an aperitif or refreshments to accompany the event. In this case, details and the cost of the event will be published in the Newsletter.
- 9 It should be noted that, if the Adopting Customer or Adopting Beneficiary is unable to participate in an event at the winery, for any reason whatsoever - including the case of places being sold out or impossibility attributable to the Adopting Customer or Adopting Beneficiary - the Adopting Customer or Adopting Beneficiary will not be entitled to participate in a new event as a replacement, nor to compensation for any damages.
- 10 During the 12 (twelve) months following the purchase of an Adoption Package, the Adopting Customer or the Adopting Beneficiary, accompanied by one guest, will be entitled to one visit to the Sara Vezza S.S.A. winery, to be agreed by email, at least one week in advance. The winery tour includes the tasting of four wines chosen by Sara Vezza S.S.A. and - for midweek tours only and subject to weather conditions - a visit of the vineyards. It will not be possible to access the vineyards during weekend tours and in the event of bad weather.
- 11 For those who purchase the "Adopt a Row of Vines in Vigna Millenovecento48" Adoption Package, Sara Vezza S.S.A. will give the Adopting Customer or the Adopting Beneficiary, accompanied by one guest, an overnight stay in the Langhe area (on the same date), depending on the availability of the partner facilities. The Adopting Customer or the Adopting Beneficiary must send an email to Sara Vezza S.S.A., indicating their preferred date for the stay - which can only be

between January and August - and they will be contacted by Sara Vezza S.S.A. with details of availability of the partner facilities. It should be noted that, in the event of inability to use the stay for any reason during the 12 (twelve) months from the purchase of the Adoption Package - including in the event of unavailability of the partner facilities for the dates chosen or impossibility attributable to the Adopting Customer or Adopting Beneficiary - the Adopting Customer or Adopting Beneficiary will not be entitled to use a new stay as a replacement, nor to compensation for any damages.

6. Within thirty days of purchase of an Adoption Package, the Adopting Customer or the Adopting Beneficiary will receive an e-mail inviting them, through the Newsletter, to subscribe to "I Filari Wine Club" for a period of 12 (twelve) months. Registration must be completed by the Adopting Customer or the Adopting Beneficiary.

7. SHIPPING AND DELIVERY OF THE BOTTLES INCLUDED IN THE ADOPTION PACKAGES

1. The bottles included in the various Adoption Packages (the **Bottles**) may be collected by the Adopting Customer or the Adopting Beneficiary directly at the winery or sent, by Sara Vezza S.S.A., to the address supplied by the Adopting Customer at the time of purchase of the Adoption Package.

2. The selection of collection at the winery or shipping must be indicated when filling in the Adoption Package purchase form.

3. Shipping costs are the responsibility of the Adopting Customer and vary depending on the shipping company and delivery address, both in Italy and abroad

4. We do not ship to Russia, the United Arab Emirates, Kyrgyzstan, Uzbekistan, Turkmenistan and China.

5. Sara Vezza S.S.A. will send the Adopting Customer or Adopting Beneficiary an email notifying them when the Bottles are ready for delivery, including any customisation of the label. If Barolo is chosen from the vintage corresponding to the year of the Adoption Package purchased, the Bottles will be ready for delivery 48 (forty-eight) months after the purchase of the corresponding Adoption Package.

6. Following receipt of the notification referred to in clause 7.5 above, the Adopting Customer or the Adopting Beneficiary may collect the Bottles directly from the Sara Vezza S.S.A. winery, giving at least one week's notice.

7. Alternatively, the Adopting Customer or the Adopting Beneficiary will proceed, within 15 (fifteen) days of receiving the notification referred to in clause 7.5 above, with the payment of the shipping costs indicated in said notification email.

8. The shipment will be made within seven days of receipt of payment by Sara Vezza S.S.A.. Please note, however, that delivery times are only indicative and it is not possible to guarantee a precise delivery date or time as the date or time depends on the destination and the delivery company.

9. Sara Vezza S.S.A. will not therefore be held liable for any damages suffered by the Adopting Customer or the Adopting Beneficiary due to delays in delivery.

10. Sara Vezza S.S.A. will not be held liable for delivery errors due to the supply of inaccurate or incomplete information on the Adoption Package purchase form filled in by the Adopting Customer or for delays in delivery attributable solely to the delivery company or to factors which could not be foreseen at the time of shipment.

- 71 Deliveries will be made by Sara Vezza S.S.A. using a delivery company designated on a case-by-case basis.
- 72 Sara Vezza S.S.A. uses specific packaging for the shipment of fragile products, designed to guarantee the integrity of the Bottles. At the time of delivery of the Bottles, the Adopting Customer or Adopting Beneficiary is required to check the number of Bottles received and that the packaging is intact, undamaged and altered, and that no liquid is leaking. Any anomalies or damages to the packaging and/or Bottles must be challenged immediately with the delivery company and indicated on the relative transport document, refusing acceptance of the package.
- 73 In these cases, the Adopting Customer or Adopting Beneficiary will send - within three days of delivery - an email to *info@adottaunfilare.com* indicating the problems experienced and certifying that they are true by means of photographs. The Adopting Customer or Adopting Beneficiary will be contacted by Sara Vezza S.S.A. within the next five working days to arrange replacement..
- 74 After signing the transport document without reservation, the Adopting Customer or Adopting Beneficiary may no longer make any objection regarding the characteristics of the goods delivered, except in the case of damage that was not recognisable at the time of delivery, as long as, in the latter case, the damage is reported as soon as it is discovered and no later than eight days after delivery, by sending an email to: *info@adottaunfilare.com*. In the aforementioned communication, the Adopting Customer or Adopting Beneficiary will provide a description of the fault found, accompanying it with photographs proving its existence, indicate the Purchase Order number and the identification details of the invoice issued in relation to the Adoption Package purchased, and will be contacted by Sara Vezza S.S.A. Vezza S.S.A. within the next five working days to arrange the replacement of the Bottles.
- 75 In the event of non-delivery of the Bottles within the timeframe indicated in clause 7.8 above, the Adopting Customer or Adopting Beneficiary must promptly inform Sara Vezza S.S.A. (via email at *info@adottaunfilare.com*) who will verify the status of the shipment and any anomaly with the delivery company. In these cases Sara Vezza S.S.A. will re-ship the Bottles at its own care and expense.
- 76 Should the shipment be unsuccessful due to the failure by the Adopting Customer or Adopting Beneficiary to collect the bottles, the new shipment will be made at the expense of the Adopting Customer or Adopting Beneficiary.

8. RIGHT OF WITHDRAWAL

- 81 In the event of purchase of an Adoption Package on the Website, the Adopting Customer has the right to withdraw from the agreement, without giving any reason, within 14 (fourteen) days of receipt of payment by Sara Vezza S.S.A., sending an email to *info@adottaunfilare.com* (**Declaration of Withdrawal**), which must contain:
- (a) the declaration by the Adopting Customer that they intend to exercise the right of withdrawal pursuant to and for the purposes of Article 54 of Legislative Decree no. 206 of 6 September 2005 (the **Consumer Code**);
 - (b) indication of the Adoption Package for which the Adopting Customer intends to exercise the right of withdrawal;
 - (c) Receipt of payment
- 82 In the event of exercise of the right of withdrawal, the Adopting Customer - if they have already received the Bottles included in the Adoption Package purchased - must return them, at their own expense, intact and without any alteration,

in their full, original packaging, within 14 (fourteen) days from of the date on which they sent the email containing the Declaration of Withdrawal to Sara Vezza S.S.A..

- 8 The Adopting Customer undertakes to store the Bottles correctly. The Bottles must be stored in a cool and dry place and away from sources of heat.
- 8 The Bottles must be sent to: Sara Vezza Società Semplice Agricola, Monforte d'Alba (CN), Località Castelletto n. 39.
- 8 In order to guarantee the integrity of the Bottles returned, they must be returned in the same packaging in which they were delivered or sent to the Adopting Customer or the Adopting Beneficiary, or in other packaging suitable for shipping fragile products. The Adopting Customer is responsible for the packaging of the Bottles they intend to return, and therefore undertakes to take the necessary precautions to safeguard the integrity of the Bottles preserving them from any damage and/or alteration.
- 8 A copy of the Declaration of Withdrawal must be included with the Bottles returned.
- 8 In the event of withdrawal, Sara Vezza S.S.A. will credit the price paid for the purchase of the Adoption Package to the withdrawing Adopting Customer within a maximum of 14 (fourteen) days of the date of return of the bottles - or within a maximum of 14 (fourteen) days of the date of receipt of the Declaration of Withdrawal, if the Adopting Customer or Adopting Beneficiary has not yet received the bottles - and will be entitled to retain the refund until then. The refund will be made using the same method of payment used by the Adopting Customer for the purchase.
- 8 Withdrawal is free of charge and the Adopting Customer will not incur any costs as a consequence of the refund.
- 8 However, if the Adopting Customer has already received the Bottles included in the Adoption Package purchased, the amount paid will not be credited before:
 - (a) Sara Vezza S.S.A. has received the Bottles returned; and
 - (b) Sara Vezza S.S.A. has verified the integrity of the Bottles returned.

9. LIMITATIONS OF THE RIGHT OF WITHDRAWAL

- 9 If the Bottles returned are damaged in their packaging, the Adopting Customer will receive a refund of the price of the Adoption Package minus the reduction in value resulting from the damage to the Bottles.
- 9 The Bottles returned must:
 - (a) have been stored by the Adopting Customer or Adopting Beneficiary in full and strict compliance with the storage methods indicated on the packaging and with the rules, including those of a hygienic-sanitary nature, dictated by common experience; and
 - (b) be returned exactly as they were shipped or delivered, complete with all accessories and labels and, being foodstuffs, must not have been opened either fully or partially.

- 9 Furthermore, the right of withdrawal, pursuant to Art. 59 of the Consumer Code, is in any case excluded in relation to:
- (a) customised products;
 - (b) products that are liable to deteriorate or expire rapidly;
 - (c) sealed products that are not suitable for return for health protection or hygienic reasons and have been opened after delivery.

10. LEGAL WARRANTY OF CONFORMITY

- 11 All Bottles included in Adoption Packages sold on the Website are covered by the legal warranty of conformity pursuant to Articles 128-135 *septies* of the Consumer Code.
- 12 The duration of the warranty is two years following delivery of the Bottles. The warranty is valid under the following conditions:
- (a) The fault becomes apparent within two years of the date of delivery of the Bottles;
 - (b) the Adopting Customer presents a formal complaint regarding the faults to Sara Vezza S.S.A. via e-mail within a maximum of two months of the date on which the fault is discovered;
 - (c) the Adopting Customer supplies the Purchase Order number or the purchase invoice.
- 13 To exercise the warranty, the Adopting Customer must contact Sara Vezza S.S.A. by e-mail, giving an accurate description of the fault found.
- 14 Please note that for a product to be considered "non-compliant", it must present characteristics that differ from the manufacturer's quality standards. If the product is returned due to the typical "corked" smell and taste, the bottle must be returned with at least three quarters of the original content and closed with the original cork properly trimmed.
- 15 Should Sara Vezza S.S.A. ascertain that the product is non-compliant, the Adopting Customer has the right to obtain, at their choice, either the replacement of the defective product - where available with reference to the type and vintage of the bottle purchased - or the refund of a portion of the price paid for the Adoption Package. The refund in this case will be made using the same method used by the Adopting Customer for the initial purchase.
- 16 The Adopting Customer is still required to return faulty products at their own expense.

11. PRIVACY

- 17 The details supplied by the Adopting Customer necessary for the implementation of the agreement are processed in accordance with the provisions of EU Regulation 679/2016 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018. privacy policy is to be considered an integral and substantial part of these GT&Cs and is accessible in the Privacy section of the Website or from the link to the Privacy Policy. The data controller is Sara Vezza S.S.A.. Any complaints must therefore be addressed to:

Sara Vezza Società Semplice Agricola

Monforte d'Alba (CN)

12065 Località Castelletto 39

email:

info@adottaunfilare.com

tel: +39 0173787278

12. CONTACTS

For info, please contact us at the following:

Sara Vezza Società Semplice Agricola

Monforte d'Alba (CN)

12065 Località Castelletto 39

email:

info@adottaunfilare.com tel:

+39 0173787278

13. APPLICABLE LAW AND JURISDICTION

These GT&Cs are governed in all respects by Italian law. Any dispute concerning the interpretation, fulfilment and/or termination of the agreement between the Adopting Customer and Sara Vezza S.S.A. will be settled by the Court of the place of residence or domicile of the Adopting Customer.