



## GENERAL TERMS OF SALE

(Version: November/2016)

The following is the contractual document that will govern the contracting of products and services through the website <http://www.cervezaslavirgen.com> (from now on the Website), owned by Bebidas de Calidad de Madrid S.L. (from now on the Provider).

The acceptance of this document implies that the User:

- a. That he/she has read and understood what is stated herein.
- b. That he/she is a person with enough capacity to hire.
- c. That he/she assumes all of the obligations stated herein.

The present conditions will have an indefinite period of validity and will apply to all the contracts made through the Website owned by the Provider.

The Provider reserves the right to unilaterally modify these Conditions, without this affecting the goods or promotions that were acquired before the modification.

### IDENTITY OF THE PARTIES

On the one hand, the provider of the goods or services contracted by the User is:

Bebidas de Calidad de Madrid S.L.  
C/ Turín, nº 13, A – Polígono Industrial Európolis. 28232 Las Rozas de Madrid (Madrid, Spain)  
CIF: B-86223625  
Telephones: +34 910 804 742  
E-mail: [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com)

Physical shop:

C/ Turín, nº 13A – Pol.Ind.Európolis. 28232 Las Rozas de Madrid (Madrid, Spain)  
C/ Vallehermoso, 36. Mercado Municipal de Vallehermoso. Posts 4, 8 and 9. 28015 Madrid (Spain)

And party of the second part,

The User, registered on the website using a Username and password, over which he/she has full responsibility for the use and custody, being responsible for the truthfulness of the personal data provided to the provider (from *now on the User or the Client*).

### PURPOSE OF THE CONTRACT

The purpose of this contract is to regulate the contractual relationship of purchase and sale between the provider and the User at the time when the User accepts, during the online contracting process, the corresponding box.

The contractual relationship between purchase and sale involves the delivery, in exchange for a certain price and publicly displayed through the website, of a specific product or service.

### CONTRACTING PROCESS

The contracting procedure may only be carried out in Spanish. In the event that in the future it could be carried out in another language, it will be indicated before the beginning of the contracting procedure.

This contract will be governed by Spanish law, including Law 3/2014 of 27 March 2004, which amends the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws and Law 34/2002 of 11 July 2002 on Information Society and Trade Services. Electronic ("LSSICE" - Information Society and Electronic Commerce Law).

In order to access the services offered by the provider, the User must register through the website by creating a User account. In order to do so, he/she must freely and voluntarily provide the personal data that he/she will be required.

The User will indicate his/her e-mail address, which will be his/her Username, and will select a



password, undertaking to make diligent use of them, and not to make them available to third parties, as well as to notify the provider of the loss or theft of them or possible access by an unauthorised third party, so that the latter proceeds to block them immediately.

The User guarantees that the personal data provided are true and is responsible for communicating to the Provider any modification in them (see our "Privacy Policy").

The User shall be solely responsible for any damage or injury, direct or indirect, that may be caused to the person responsible for the Website as a result of filling in the forms with false, inaccurate, incomplete or outdated data. The Provider will try to check the integrity of such data diligently, reserving, without prejudice to other actions that may correspond to it, the right not to register or to cancel those Users who provide false or incomplete data.

The User may access to modify or cancel his/her data, as well as any other data provided, by accessing "**My Account**" (below, on the left).

Once the User account has been created, we inform you that by the requirements of art. 27 of Law 34/2002 on Information Society and Electronic Commerce Services, the contracting procedure will follow the following steps:

## PRE-CONTRACTING INFORMATION:

### *General:*

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All products appearing on the Website have additional information available by articles 60, 63 and 97 of the General Law for the Defence of Consumers and articles 27 and 28 of the LSSICE.

The Provider shall take all reasonable precautions to ensure that all details, descriptions and images of the products appearing on the Website are correct at the time the relevant information is entered into the system. However, to the extent permitted by applicable law, we do not warrant that such product details, descriptions and images are accurate, complete, reliable, current or error-free.

The Provider will regularly check whether all prices shown on the Website are correct. However, to the extent permitted by applicable law, it cannot guarantee the absence of errors. In the event of an obvious error in the price of a product, the User will be given the opportunity to purchase the product at the correct price or to cancel the order.

### *Shipping restrictions:*

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Due to customs and logistics costs, we do not ship to the Canary Islands, Ceuta or Melilla. Orders will only be delivered to the Spanish mainland (Spain, Balearic Islands).

### *Shipping costs:*

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The shipping costs will be added to the price of the products and will be indicated separately on the order form in the "Shipping Costs" box. The Customer may choose between shipping or collection in the shop, in which case shipping costs will be **free of charge**.

The shipping costs are applied according to the destination and the weight, according to the rate included below. From 120 Kg. onwards the User must contact us so that we can inform him/her of the amount of the shipping costs he/she orders.

The shipping price will be charged automatically on the invoice when the Customer makes the purchase and charged along with the order, so the Customer will not have to pay any amount when he/she receives it.

Shipping costs are free as long as the order is picked up at our premises located in:

- C/ Turín, nº 13A – Pol.Ind.Európolis. 28232 Las Rozas de Madrid (Madrid, Spain)
- C/ Vallehermoso, 36. Mercado Municipal de Vallehermoso. Posts 4, 8 and 9. 28015 Madrid (Spain)

The maximum transport rate applied is as follows:



	Cumulative per shipment - Kg.	To 15 kg	To 30 kg	To 45 kg	To 60 kg	To 75 Kg	To 90 kg	To 105 kg	To 120 kg
Shipping price	Provincial	€5.45	€8.50	€12	€25	€34	€40	€45	€45
Shipping price	Peninsular	€9.10	€16	€25	€33	€44	€50	€72	€72
Shipping price	Balearic Islands	€18.50	€34.50	€51	€67	€88	€100	€130	€130

The prices indicated include 21% VAT.

#### Delivery period:

Orders will be delivered within a maximum of 72 hours in the province of Madrid and the rest of Spain.

Delivery times depend on several factors, so please note that delivery will be made within 24/48 hours, unless we notify the customer within the same time limit, including by email, that the ordered products are not available, or that they are temporarily unavailable.

#### Order Pickup and Delivery Hours:

Incoming orders are picked up Monday through Friday from 1:30 p.m. on the day before and until 1:30 p.m. on the day of shipment. These will be delivered within 24/48 business hours after collection.

Delivery times may be altered by public holidays or the eve of a public holiday. Likewise, and in order to provide the best service to our customers, deliveries may also be advanced if the logistics allow it and prior notice to the Customer.

Deliveries will not be made on Saturdays, Sundays and Mondays, or on public holidays or the day after a public holiday unless our shipping logistics allow it and provided that prior agreement is reached with the Customer.

#### Shipping conditions:

To avoid any error in the shipments, it is essential that when placing his/her order, correctly indicate all the required data on the form.

In order to avoid delays in deliveries, the Customer must be at the address indicated for delivery, at the time indicated.

All orders will be delivered as indicated in the "Delivery Deadlines" point.

If, when placing an order, the Client indicates an approximate delivery time or requests to be notified before delivery, we will proceed to indicate it on the agency's delivery note, but it must be borne in mind that the agency is not obliged to comply with these requirements, so the Provider is not responsible for compliance.

#### Placing Orders

##### **How to make the purchase:**

- To place an order, the Customer must click on the "Add to cart" button to place the selected product in the desired quantity in the cart.
- The Customer will be able to check at any time during the purchase process the products that are included in the Cart.
- The Client must follow the instructions on the screen to execute the process of "Checkout" (see below "**Summary of the process in 3 steps**").
- The Customer may always correct any errors in the data entered, change the contents of the Cart, add or remove one or more products from the Cart, or cancel the entire order during the checkout process before placing the order.
- By placing an order, the Customer acknowledges and declares that he has read all the instructions provided on the screen during the purchase process and accepts these General Sales Conditions entirely.
- The customer places an order for products through the Website by checking the box "**I have read and accept the general conditions of sale**" and making the corresponding payment by choosing the payment method he/she prefers.



**Customer's data:**

- The Customer can place an order whether or not it is "logged in" (identified). He/she must identify himself/herself to the system before confirming his/her order if he/she wants to keep a historical record of his/her shipping and order data.
- He/she can place the items in the Cart but, before proceeding to confirm and pay the order, he/she must access and provide the shipping information to calculate the shipping costs.
- All fields marked with an asterisk (\*) are required fields.
- He/she will receive a welcome email informing him/her of the username (email address) and password he/she has registered with.

**Shipping address:**

- The Customer must confirm the shipping address by checking the data shown on the screen and can access them to update them.
- He/she can enter additional information to join the purchase order by entering it on this screen.

**Shipping method:**

- The Customer can choose whether to pick up the order at the store or to have it sent to him/her by courier.
- In order to proceed with the payment, he/she must previously and expressly accept these general conditions of sale by means of acceptance on this same screen.

**Payment of the order:**

The User is hereby informed that, in accordance with art. 98.2 of Law 3/2014, of 27 March, which amends the revised text of the General Law for the Defence of Consumers and Users, is **placing an order with an obligation to pay**.

You expressly confirm that you are aware that the order you are completing involves an obligation to pay, and to do so, you will then choose the method of payment you wish in the "**Buy Now**" section and pay for it.

For the payment of the order, the customer can choose between the following options:

- **Payment by card** (through Banco Sabadell's secure payment gateway: the customer chooses the type of card to be used from those shown on the screen and formalises the payment. The provider will not have access to your card details at any time.

For more information on the privacy policy of the bank, the customer should refer to the privacy policy that the bank itself includes on its website.

All credit card holders are subject to validation and authorisation checks by the card issuer. If the issuer of the Customer's payment card refuses, or for any reason does not authorise, payment to us, either before or after payment, the Provider shall not be liable for any delay or non-delivery.

- **Paypal:** the customer will be directed to the Paypal page to make the payment securely through the account that the customer has opened. Paypal sends the Customer a receipt for the transaction. PayPal protects your financial information with industry-leading security and fraud prevention systems. When using PayPal, financial information is never shared with the seller.

Once the payment is complete, you will be emailed a receipt for the transaction. You can consult the Paypal privacy policy (Version February 23, 2016) at the following link: <https://www.paypal.com/en/webapps/mpp/ua/privacy-full>

It is recommended that you print the proof of the operation you carry out through the payment gateway.

For special orders for products that either do not appear on the website or are ordered in a format different from that indicated on the website, payment must be made by bank transfer. In this case it is important



Please note that no order will be dispatched without receipt of proof of payment.

Once the payment has been made, the Customer receives an e-mail informing him/her that the payment has been made correctly.

### *Summary of the purchase process in 3 steps.*

All the above will appear in the purchase process in 3 steps:



### **INFORMATION AFTER CONTRACTING:**

Once you have placed your order, you will receive a confirmation e-mail ("Order Confirmation") with all the details of your purchase. That is the verification that your order has been placed correctly. It informs the Customer that he/she can review it and download his/her invoice in "Order History", within "My Account".

If you have made your purchase and do not receive the confirmation e-mail within one hour, please contact us by telephone on +34 91 080 47 42 or send us an e-mail to [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com).

In accordance with the provisions of article 63 of the Consumer Law and article 28 of the LSSICE, the order confirmation e-mail contains a summary of the Terms and Conditions set out here, information on the essential characteristics of the products purchased, a detailed indication of the price and method of payment, information on shipping costs, information on the conditions and methods for returning the products, non-application of the right of withdrawal on some articles and the right of withdrawal on others.

Subsequently, once your order has been received and checked, it will be prepared. A communication will then be sent informing you that the order is being processed ("Preparation in progress"). In all cases, cardboard boxes will be used to send the product ordered.

Finally, the transport company will be notified so that it can proceed with the collection and subsequent delivery within the deadlines indicated (see above "Delivery Times"), or it will be left at our facilities so that it can be picked up (as mentioned).

Finally, and as confirmation of shipment, the Customer will receive a delivery confirmation email indicating the date of delivery.

If the Customer has any questions or concerns when placing an order or if he or she has any queries about a previous order, he or she may contact us by telephone on +34 910 804 742 or by sending an e-mail to [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com). To speed up the service, it would be advisable for the Customer to have a copy of the order.



### *Order inquiries:*

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The Customer can check the status of his most recent orders by visiting the "My Account" section. This is the easiest and fastest way to get the most up-to-date information regarding orders.

### *Delivery of orders:*

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The delivery of the orders will be made at the delivery address freely designated by the Customer. In this way, the provider does not assume any responsibility for when the delivery of the product or service does not take place as a result of false, inaccurate or incomplete data provided by the User or when the delivery cannot be made for reasons beyond the control of the Provider or the shipping company, assigned for this purpose, such as the absence of the recipient.

Without prejudice to the foregoing, the provider must take the measures required of a diligent trader to ensure that delivery can take place within the agreed time, and if this is not the case, as soon as possible, to the satisfaction of both the sender and the recipient, and no liability may, therefore, be accepted against the provider.

### *Order cancellation:*

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Occasionally, the system cancels orders or parts of an order for various reasons. Some of these reasons are:

- Non available items
- Inability to process payment information
- Inability to deliver to the address provided
- Inability to deliver the order (address of the customer outside the indicated)
- Making a duplicate order
- Cancellation at the request of a customer

If an order is cancelled, the Customer will receive an email explaining the reasons for the cancellation.

The Customer will not be charged for cancelled orders.

If the Customer is interested in placing a new order or if he/she has any doubts about a cancelled order, he/she may contact the Provider by telephone on +34 910 804 742 or by sending an e-mail to [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com)

### *Refunds*

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Orders will be deemed to have been delivered when the delivery note is signed. It is the responsibility of the recipient to verify the integrity of the packaging and to document on the delivery note of the transport agency any non-conformity or damage.

If, when opening the order received, the products served do not comply with what was agreed in the order or if there is any incident that prevents its consumption, the non-conforming product will be replaced. To do so, you must notify us of your disagreement within 12 hours of receiving the order, clearly and in detail explaining the reasons for your disagreement, by calling +34 910 804 742 or by sending an e-mail to [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com), accompanied by a photograph that you can take with your mobile phone. Likewise, you must also inform us of any other incident observed, such as that the product is not the one you requested and is included in your order, another variety has been served, etc.

A new product will be delivered to replace the old one.

You must complete the returns form that can be found in your shipping box or by filling in the form at the end of this document as "Annex 1".

### *Right of Withdrawal:*

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The User will have a period of **14 working days** from the date of receipt of the product to return it and must notify us within this period.

Unless the return is made due to defects in the product, shipping costs will be borne by the User.



Returned orders must be in perfect condition, in their original packaging or similar and with the accessories/gifts/other extras with which they have been delivered. For obvious reasons of health and hygiene protection, the right of withdrawal shall not apply if the products have been opened or unsealed or if they show visible signs of having been handled.

In all cases, the User may cancel the order as long as it has not been sent. If the order has already left our premises, the User may immediately return it once it has been received.

At the moment the User has received his/her order, he/she will be able to exchange a product included in it, without waiting for the return and refund to be processed. If the new product is of a lower price than the product that the User wishes to exchange, the difference will be refunded, although the User will have to pay the shipping costs of the new product.

For more information or to fill in the withdrawal form, you can find it in your submission or at the end of this document, as "Annex 2".

## **PRICE AND PERIOD OF VALIDITY OF THE OFFER**

The prices indicated for each product include Value Added Tax (VAT).

All prices are expressed in Euro (€).

Shipping costs are not included, as they must be calculated according to the destination and weight of the shipment.

The prices applicable to each product will be those published on the website and automatically applied by the contracting process in the last phase of the same, including shipping costs.

The Customer assumes that in any case, the economic valuation of some of the products may vary in real time. This specific case will always be communicated in advance to the Users.

Any payment made to the provider will entail the issuance of an invoice in the name of the registered User. This invoice will be automatically sent to the email address provided by the User, as well as sent together with the product purchased.

For any information about the order, the User will have the customer service telephone number of the provider which is +34 910 804 742 or by sending an e-mail to [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com). In any case, you must indicate in the subject of the message or to the telemarketer the order number assigned to you and stated in the purchase confirmation email.

## **ONLINE DISPUTE RESOLUTION**

According to Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online conflicts between the User and the Provider, without the need to resort to the courts of law, through the intervention of a third party, called the Dispute Resolution Body, which acts as an intermediary between them. This body is neutral and will dialogue with both parties to reach an agreement, and may ultimately suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

## **APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed by or interpreted in accordance with Spanish law in all matters not expressly established. The provider and the User agree to submit any dispute that may arise from the provision of services or delivery of products covered by these Conditions to the Courts and Tribunals of the User's home.

In the event that the User is domiciled outside Spain, the provider and the User expressly renounce any other forum, submitting to the Courts and Tribunals of the city of Madrid (Spain).



**Annex 1**

Bebidas de Calidad de Madrid S.L.  
 C/ Turín, Nº 13, A – P.I. Európolis  
 28232, Las Rozas de Madrid, Madrid – Spain  
 CIF/NIF: B-86223625

Telephones: +34 910 804 742  
 E-mail: tengosed@cervezaslavirgen.com

Physical shop at:  
 C/ Turín, Nº 13, A – Polígono Industrial Európolis  
 28232, Las Rozas de Madrid, Madrid – Spain

C/ Vallehermoso, Nº 36, Mercado Municipal de  
 Vallehermoso, Posts 4,8,9, 28015 Madrid - Spain

**RETURN FORM**

**Customer's data:**

Name:

Phone:

Address:

Postcode:

City/Town:

Province:

E-mail:

**Order data:**

Order No.: Date of order: Date of receipt of the order:

**Details of the item(s) to be returned:**

Reference	Description	Reason for refund

**GENERAL TERMS:**

- Orders will be deemed to have been delivered when the delivery note is signed. It is the responsibility of the recipient to verify the integrity of the packaging and to document on the delivery note of the transport agency any non-conformity or damage.
- If, when opening the order received, the products served do not comply with what was agreed in the order or if there is any incident that prevents its consumption, the non-conforming product will be replaced. To do so, you must notify us of your disagreement within 12 hours of receiving the order, explicitly and in detail explaining the reasons for your disagreement, by calling +34 910 804 742 or, if you prefer, by sending an e-mail message, accompanied by a photograph that you can take with your mobile phone, to the e-mail address tengosed@cervezaslavirgen.com, filling in this form.
- Likewise, you must also inform us of any other incident observed, such as that the product is not the one you requested and is included in your order, another variety has been served, etc.
- We will pick up the items to be returned at the same address where the order was served and will deliver a new product to replace the old one.
- Any exchange or return must be made in its original or similar packaging and in the best possible condition and, of course, without opening or unsealing.

In accordance with the provisions of Organic Law 15/1999, on the Protection of Personal Data, we inform you that the personal data provided are confidential and form part of the files owned by Bebidas de Calidad de Madrid S.L., with the aim of managing them for the sending of orders placed as well as sending offers and information on products that have been previously requested by the User.

You can exercise your rights of access, rectification, cancellation and opposition by writing to the holder, providing documentation proving your identity (ID card or passport), to the following address: Bebidas de Calidad de Madrid S.L., C/ Turín, 13A - 28232 Las Rozas de Madrid or to the following e-mail address: tengosed@cervezaslavirgen.com.

DATE \_\_\_\_\_

CUSTOMER'S SIGNATURE



## ANNEX 2

Bebidas de Calidad de Madrid S.L.  
C/ Turín, Nº 13, A – P.I. Európolis  
28232, Las Rozas de Madrid, Madrid – Spain  
CIF/NIF: B-86223625

Telephones: +34 910 804 742  
E-mail: tengosed@cervezaslavirgen.com

Physical shop at:  
C/ Turín, Nº 13, A – Polígono Industrial  
Európolis  
28232, Las Rozas de Madrid, Madrid – Spain

C/ Vallehermoso, Nº 36, Mercado Municipal de  
Vallehermoso, Posts 4,8,9, 28015 Madrid - España

## CONDITIONS AND FORM OF WITHDRAWAL.

### Information to the consumer and User about the withdrawal

#### Right of withdrawal:

You have the right to withdraw from this contract within **14 days** without having to provide a reason.

The withdrawal period expires after 14 calendar days from the date on which you or a third party (other than the carrier) receive the goods. Once this period has expired, Bebidas de Calidad de Madrid S.L. will not accept any refund for withdrawal from the purchase of our products.

To exercise the right of withdrawal, you must contact us by sending an email to the account: [tengosed@cervezaslavirgen.com](mailto:tengosed@cervezaslavirgen.com). We will send the corresponding acknowledgement of receipt to the same email account so that the date on which you request it can be recorded. You may use the model withdrawal form below this explanation, but it is not required.

In the event of cancellation by you, we will refund all payments received from you, including delivery charges, with the exception of any additional costs resulting from your choice of delivery method other than the least expensive way of ordinary delivery which we offer, without undue delay and in any event no later than 14 calendar days from the date on which we are informed of your decision to withdraw from this contract.

We will proceed to make such refund using the same means of payment as you used for the initial transaction unless you have expressly provided otherwise; in any event, you will not incur any costs as a result of the refund.

We may withhold the refund until we have received the goods, or until you have provided proof of the return of the goods, whichever condition is met first.

In the event that you cancel your purchase, you must comply with the following requirements:

1. All items must be in the same condition as delivered.
2. They must retain their original packaging, labelling and seals intact and, of course, cannot have been opened.
3. They must be returned to Bebidas de Calidad de Madrid S.L. in the same boxes or packaging used for delivery or, failing that, in a similar format to ensure that the products arrive in perfect condition.
4. A copy of the purchase receipt (invoice), the delivery note for the products and a copy of the withdrawal form must be included in the package, which contains a detail of the returned items.
5. You must send it to us at Bebidas de Calidad de Madrid SL, C / Turín, 13A, 28232 Las Rozas de Madrid (Madrid).

The User will assume the shipping costs for return in case of exercising the right of withdrawal.



**Withdrawal form**

*(you should only complete and return this form if you wish to withdraw from the contract)*

For the attention of:  
Bebidas de Calidad de Madrid S.L.  
C/ Turín, nº 13A – P.I. Európolis, 28232 Las Rozas de Madrid (Madrid – Spain)  
Telephone: +34 910 804 772 - Email: tengosed@cervezaslavirgen.com

I hereby inform you that I withdraw from my contract for the sale of the following products:

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.....  
.....  
.....

Order received on.....

Consumer and User Name:

.....

Consumer's and User's address:

.....

Consumer and User signature (only if this form is submitted on paper):

.....

Date: .....