

Terms & conditions

Terms and Conditions of Use and Sale

1. OWNERSHIP

Pursuant to the provisions of Article 10 of Spanish Law 34/2002, dated 11 July, on Information Society Services and E-Commerce, general information on application is provided below.

The owner of the application is the company VINONLINE IBERIA SOCIEDAD LIMITADA (hereinafter "VINONLINE"), with registered address at AVDA JUAN CARLOS I, NUM. 26, PLANTA 52, PUERTA D, 03710 CALP - (ALICANTE), ESPANA and Tax Id No. B42644914.

The customer services e-mail is: sales@vinonline.es

2. PURPOSE

2.1. VINONLINE makes available over its APPLICATIONs, apps or any other medium that may be established in the future, a technological platform (hereinafter "APPLICATION") where third-party vendors (hereinafter "VENDORS" or "PARTNERS") online sell wines, beers, spirits, alcoholic beverages, soft drinks or any other products and services aimed at users (hereinafter "USERS" or "CUSTOMERS").

2.2. VINONLINE can extend or modify its APPLICATION in accordance with the development and evolution of its products and services, including or replacing new products, services, activities or content.

3. TERMS AND CONDITIONS OF USE

3.1. Acceptance of the Terms and Conditions of Use and Sale

3.1.1. These General Terms and Conditions of Use and Sale (hereinafter, the "General Terms and Conditions") govern, along with the Privacy Policy, the access and use by the USER of the APPLICATION, as well as the purchasing of products and the hiring of services over the same.

3.1.2. USERS must carefully read these General Terms and Conditions every time they access the APPLICATION, given that these General Terms and Conditions may be subject to modifications.

The USER hereby states:

That he/she has read, understands and comprehends the provisions set forth herein;

That he/she is a person of sufficient legal age to purchase alcoholic beverages in accordance with the user's country of residence and has sufficient capacity to hire;

That he/she takes on all the obligations set forth herein;

That he/she understands that the APPLICATION is a technological platform owned by VINONLINE over which he/she can purchase products from the suppliers that advertise and sell their products on the aforementioned platform.

3.1.3. The owner of the APPLICATION reserves the right to make modifications to site content and services or update them at any time without the need to give any prior notice. The same applies to these General Terms and Conditions and, in general, to any elements that go to make up the design and configuration of the APPLICATION.

3.2. Access to the APPLICATION and Legal Age

3.2.1. Access to the APPLICATION is free of charge, except as regards the cost of the connection over the telecommunications network supplied by the Internet service provider hired by the USER.

3.2.2. Given that the content of the APPLICATION services involves, among other products, alcoholic beverages, access to the same is only permitted to individuals of legal age in accordance with that which is provided for by the regulations in their country of residence. Please exit this APPLICATION immediately if you are a minor.

3.3. Registration Requirement

3.3.1. Generally speaking, it will not be necessary to register as a USER to access APPLICATION services and content. Notwithstanding, the use of particular services and content will be conditional on prior USER registration.

3.3.2. The data entered by the USER must be accurate, up-to-date and true at all times. Registered USERS will be responsible at all times for safekeeping their password, thus assuming any damages that may arise as a result of any unlawful use of the same, as well as for its assignment, disclosure or misplacing. Accordingly, access to the restricted areas and/or the use of the services and content made by way of a registered USER password will be attributed to that same USER, who will answer for the said access and use.

3.3.3. By registering on our platform, you acquire the status of user, customer or business contact of VINONLINE, so that, as indicated in our Privacy Policy, our firm is protected in the legitimate interest established in the European Data Protection Regulation and the Law of Services for the Information Society and Electronic Commerce to send electronic commercial communications. In these emails you will be given the option of exercising your rights. Please read our Privacy Policy.

3.4. Terms and Conditions of Use

3.4.1. The USER undertakes to use the APPLICATION and all of its content and services ethically, in accordance with that which is provided for by law and these General Terms and Conditions of Sale.

3.4.2. Moreover, the USER undertakes to make appropriate use of the services and/or content of the APPLICATION and to refrain from using them to conduct unlawful or criminal activities that violate the rights of third parties and/or infringe upon intellectual or industrial property regulations, or any other applicable set of laws.

3.4.3. The USER undertakes not to transfer, introduce, disclose and make available to third parties any type of material and information such as data, content, messages, drawings, sound and image files, photographs or software that constitute a breach of the law, morality, public order and these General Terms and Conditions. For purely guideline purposes, and in no way limited or exclusive to the following, the USER undertakes to:

I.- Refrain from introducing or disseminating content or advertising of any sort that might be racist, xenophobic, pornographic, that incites terrorism, infringes upon human rights or that encourages a non-responsible consumption of alcohol.

II.- Refrain from introducing or disseminating on the Internet data programmes (virus and malware)

capable of causing damage to the information systems of the Internet service providers, their providers or third-party Internet users.

III.- Refrain from disseminating, transferring or making available to third parties any type of information, element or content that violates basic rights and public liberties protected under the constitution and international treaties.

IV.- Refrain from disseminating, transferring or making available to third parties any type of information, element or content that constitutes unfair or illegal advertising.

V.- Refrain from transferring unsolicited or unauthorised advertising, spam, chain letters, pyramid schemes, or any other form of unsolicited mailing, except to those areas (such as commercial spaces) that have been exclusively conceived for such purposes.

VI.- Refrain from introducing or disseminating any false, ambiguous or inaccurate information or content that misleads the receivers of such information.

VII.- Refrain from impersonating other USERS by using their registration passwords to the different APPLICATION services and/or content.

VIII.- Refrain from disseminating, transferring or making available to third parties any type of information, element or content that constitutes a violation of industrial and intellectual property rights, patents, trademarks or copyright corresponding or belonging to the owners of the APPLICATION or third parties.

IX.- Refrain from disseminating, transferring or making available to third parties any type of information, element or content that constitutes a breach of the privacy of communications and data protection regulations.

The USER undertakes not to hold VINONLINE liable for any possible claim, fine, penalty or sanction it may be obliged to bear as a result of the USER'S failure to comply with any of the aforementioned rules of use. Moreover, VINONLINE reserves the right to claim damages that may correspond to it in any such circumstances.

3.5. Disclaimer

3.5.1. USER access to the APPLICATION does not involve any obligation for VINONLINE to control the absence of viruses, worms or other type of malware. The USER is responsible in all cases for possessing the appropriate tools to detect and remove malware.

3.5.2. VINONLINE is not liable for any damage caused to USER software and IT equipment or to that of third parties when using the services offered over the APPLICATION.

3.5.3 VINONLINE is not liable for any type of damage caused to the USER owing to telecommunication failures or crashes that lead to the suspension, cancellation or interruption of the APPLICATION service while it is being provided or prior to its provision.

3.6. Content and Services Linked via the APPLICATION

3.6.1. The access service to the APPLICATION includes technical link devices, directories and even search

instruments that enable the USER to access other pages and portals on the Internet (hereinafter "Linked Sites"). In these cases, VINONLINE will solely be liable for the content and services provided on the Linked Sites to the extent that it has effective knowledge of the unlawfulness thereon or whenever it has failed to disable the link with due diligence. If the USER considers that there is a Linked Site with unlawful or inappropriate content, he/she can report this to VINONLINE, without any such report involving the obligation to remove the link in question.

3.6.2. In no case whatsoever must the Linked Sites presuppose the execution of formal agreements with their owners or those responsible for them, nor does it represent any recommendation, promotion or identification with or by VINONLINE of claims, content or services provided thereon.

3.6.3. VINONLINE has no knowledge of the content and services of the Linked Sites and, therefore, is not liable for any damage caused by the unlawfulness, quality, datedness, unavailability, error or uselessness of the aforementioned content and services, or for any other damage for which VINONLINE is not directly accountable.

3.6.4. If the USER can access or is redirected to Linked Sites that make it possible to hire services and/or products, the USER is aware and accepts that VINONLINE is acting as a mere intermediary by facilitating this access. Accordingly, it will not be liable, either indirectly or collaterally, for damages of any type arising from the free use and/or purchasing or hiring of the aforementioned third-party products and services, or for any lack of lawfulness, reliability, utility, truth, accuracy, comprehensiveness or updatedness related to the same. For purely guideline purposes, and in no way exhaustive, VINONLINE will not be liable for: damages of any nature arising from defective compliance or non-compliance with contractual obligations acquired by third parties; unfair competition or unlawful advertising acts; the failure of the aforementioned services and products to live up to expectations or for vices of defects of any type that they may have.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY

4.1. All APPLICATION content (understanding this to cover for merely guideline purposes and not exhaustively, its texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound content, as well as its graphic design and source codes) are the property of VINONLINE or third parties. Under no circumstances are these rights of use assigned to the USER pursuant to current intellectual property regulations.

4.2. The marks, trade names and distinguishing signs are owned by VINONLINE or third parties and access to the APPLICATION cannot be construed as attributing any rights as regards the same.

4.3. By accepting these General Terms and Conditions, the USER hereby assigns to VINONLINE, free of charge and exclusively, all rights of use with respect to the articles, comments and opinions (hereinafter the "Content") that the USER publishes or authorises to publish on the APPLICATION. The aforementioned assignment will be understood as covering users worldwide, without any restriction whatsoever, and for the maximum period provided for by Spanish Royal Decree Law 1/1996, dated 12 April, adopting the Consolidated Legislation on Intellectual Property, regularising, clarifying and harmonising current legal provisions in these matters. VINONLINE can exercise the rights to reproduce, transform, distribute and publicly disclose the Content in the broadest sense provided for by the aforementioned law.

4.4. The USER, who hereby states to have all the intellectual property rights over the aforementioned articles, comments and opinions, undertakes to take on liability or respond to any claim, including compensations for damages, that may be made against VINONLINE by a third party who considers

his/her rights have been infringed upon by actions arising from obligations undertaken by the USER either directly or indirectly under these General Terms and Conditions.

4.5. Moreover, the USER undertakes to protect VINONLINE from any liability for damages that VINONLINE or third party may suffer as a result of the giving proper form to the assignment of rights under this clause.

4.6. VINONLINE does not take on any liability for the intellectual or industrial property rights that the VENDOR includes in the information concerning the sale of the product or service published on the platform owned by VINONLINE.

5. TERMS AND CONDITIONS OF SALE

5.1. Scope of Application

5.1.1. These General Terms and Conditions of Sale apply to purchase transactions conducted between USERS and VENDORS that advertise and sell their products over the platform owned by VINONLINE whenever the VENDOR has not established any specific terms and conditions of sale.

For the purpose of these Terms and Conditions, VENDOR will be understood as those suppliers that advertise and publicise their products on the APPLICATION owned by VINONLINE. Furthermore, VINONLINE provides additional services to that of the technological platform, such as means of payment, customer services and, where appropriate, logistics services.

5.1.2. Moreover, these Terms and Conditions of Sale apply to those purchases made by USERS in which VINONLINE acts as the VENDOR.

5.1.3. The terms and conditions set forth in these Terms and Conditions are the minimum conditions and can be improved by the VENDOR, in which case the improvements in question will prevail over these Terms and Conditions of Sale.

5.1.4. Given the characteristics of the platform, VINONLINE does not guarantee total product availability at the time of purchase, regardless of the reception of the order confirmation e-mail. If the VENDOR does not have said product in stock, as long as the USER does not wish to change the product in question, the price of the product will be fully refunded, or credit will be given for the same amount in the USER's VINONLINE account. VINONLINE will effect partial or total repayment no later than 14 calendar days as of the reception of the USER request for a refund.

5.2. Checkout Process

The process to purchase products on the APPLICATION is as follows:

5.2.1. Start the process by clicking on the "Buy" button that appears beside each product.

5.2.2. Select the product units that the USER wants to purchase. He/she must click on "Shipment data" in the shopping basket and enter the correct address where he/she wishes to receive the order and must then click on the "Place order" button.

5.2.3. If the USER has a discount or gift voucher, he/she must add this to the shopping basket in the space provided to enter the voucher ("I have a discount voucher"). If the USER does not enter the voucher in the aforementioned space and the order is made without a discount, he/she cannot demand

that the discount be applied after order confirmation.

5.2.4. The USER can see the name of the courier company that will deliver his/her order in the section entitled "Your order", along with the estimated delivery data and the cost of this service, which will be added to the total cost of the order. Then he/she must click on "Continue". It may happen that for reasons of logistic flexibility the mentioned courier company differs from the one that makes the delivery.

5.2.5. The USER must select one of the methods of payment that VINONLINE provides.

5.2.6. Lastly, the USER must click on the "Pay securely" button. The USER will receive confirmation of the acceptance of any order placed by means of a message that comes up on the screen and an e-mail sent to the address provided previously. All APPLICATION products are marketed in accordance with VINONLINE VENDOR sales catalogues.

5.2.7. The USER accepts liability for the correct and accurate entry of product delivery data. Likewise, VINONLINE accepts no liability for any delivery that is not made due to inaccurate or incorrect data.

5.2.8. The order description is that which is included in the technical description of the product. The VENDOR will be liable for any discrepancy between the purchased project and that which is advertised on the platform.

5.2.9. If payment is made by bank transfer, VINONLINE cannot ensure that the product price will remain the same beyond 48 hours or that there will be sufficient stock.

5.2.10. VINONLINE platform offers USERS a purchasing service for products to be consumed either by individuals or companies. VINONLINE does not authorise the re-sale of these purchases nor any documentation to this end. The USER is fully responsible for any such actions, exempting VINONLINE for any liability as regards the re-sale of these products. Whenever the USER is a corporate person, consumer legislation will not apply to such a USER. Thus some rights as, for example but not limited to, the right to withdraw will not apply.

5.3. Price

5.3.1. All prices and taxes on the consumption of the products advertised on the APPLICATION have been indicated by the VENDORS. VINONLINE will oversee in the purchasing process that no mistake is made, but does not accept any liability as to the accuracy of the information provided by the VENDORS.

5.3.2. Prices will be indicated in Euros and the currency that corresponds to the place of residence of the consumer. VINONLINE will apply the currency exchange rules that are established by the market at any given time.

5.3.3. It may happen that a mistake be made by the VENDOR in entering the product price. If this mistake should differ considerably (50% or more with respect to the retail price) and whenever no bargain price is involved, VINONLINE reserves the right to cancel the order upon the request of the USER at no expense to either VINONLINE or the VENDOR.

5.4. Payments

5.4.1. The USER can pay for the purchases made through the means provided by VINONLINE on the

APPLICATION, as indicated in the section that deals with making a purchase herein. Whatever the case, the systems involved guarantee secure payment. VINONLINE will in turn pay the VENDOR.

5.4.2. VINONLINE reserves the right to use third-party means of e-payment and/or financial institutions to manage the payments made by USERS over the APPLICATION, in collaboration with means of payment providers.

5.4.3. VINONLINE does not have access to the bank data linked to USER means of payment and has no knowledge of, and does not register, these data during the payment transaction.

5.4.4. VINONLINE reserves the right to reject or cancel at its entire discretion, upon notice to the USER, those orders that may be: (i) inaccurate or contain obvious product errors, (ii) contain inaccuracies or obvious errors in setting the price on the SITE, or (iii) any suspicion of fraud or of having provided significantly false, incomplete or inaccurate data by USERS.

5.4.5. VINONLINE reserves the right to request that a copy of the card used to make the purchase and of the ID, bank statement, national ID document, passport or equivalent of the USER be sent by fax or e-mail to confirm the truthfulness of the data provided.

5.4.6. Whenever paying by bank transfer, the USER must make sure that the details contained in the order confirmation e-mail figure in the said transfer. Consequently, the bank transfer will indicate the account number to which the transfer is to be made, the amount involved and the reference that must be attached to speed up the definitive acceptance process related to the order in question. The order will be processed after full payment has been made. The delivery data reported to the USER will begin to be calculated as of the reception on account of the full amount. The order made by bank transfer is valid for 48 hours. Any payment made after that term can be subject to changes with respect to price and product availability.

5.4.7. If an invoice is requested for the purchased products, the USER hereby expressly authorises the VENDOR to send it in digital format and in the legal currency of the country of residence of the VENDOR.

5.4.8. If the payment is made by PayPal and if a collection agreement has been executed with PayPal by clicking the "Remember PayPal data" box, the USER can cancel the aforementioned agreement by accessing his/her user account from the section "My account -> Edit Profile" or by accessing his/her PayPal account and cancelling the agreement. The USER hereby states that under these circumstances USER data are processed by PayPal.

5.4.9. VINONLINE and the VENDOR accept no liability for any USER order that is subject to special conditions and charges on the importation of alcoholic products, for example, duties on consumption, re-sale or importation in the country of delivery, such as, albeit not restricted to, excise duties. The USER is responsible for reporting and processing the necessary documentation in accordance with the laws in force in the delivery country to declare the importation of the aforementioned products if these differ from those in place in the VENDOR country. VINONLINE and the VENDOR will not pay for or process these duties for which the USER is liable. If such a requirement arises and if the USER refuses to pay these taxes, VINONLINE will not refund the USER order.

5.5. Shipping and Delivery Costs

5.5.1. A flat rate of €1 is charged for the handling of each bottle. Minimum order volume is 6 bottles. The final shipping cost will be automatically calculated for you when placing an order in the Vinonline e-

shop. Please note that free delivery is offered for orders above 36 bottles..

5.5.2. VINONLINE or, where appropriate, the VENDOR will indicate the shipping costs in the order process. These costs must be accepted by the USER prior to acceptance of the order, unless they are included in the price. VINONLINE will indicate beforehand any additional cost that is to be incurred in the purchase process.

5.5.3. VINONLINE or, where appropriate, the VENDOR will inform the CUSTOMER of the estimated delivery dates for the order during the purchase process. The delivery dates indicated in the order are purely estimates and refer to business days. The VENDOR will process the order made by the USER no later than 48 business hours after payment is made, except for particular cases in which the VENDOR or VINONLINE specifies that additional days are required to prepare the order or to purchase the products. VINONLINE will not be liable for any additional delays to the estimated delivery date.

5.5.4. The USER is responsible for checking the order at the time of delivery and for making any claim or complaint at that same moment which the USER considers justified, such as product breakages or the absence of certain products. If the USER does not inform the courier at the time of delivery and on the pertinent document (delivery note) of any problem with the order received (breakages, missing goods, wrong products), VINONLINE and the VENDOR will not be liable for any claims or costs arising from any later claim. VINONLINE can request photographs confirming any claim made by the USER with respect to a delivery incident and can pass these on to the VENDOR.

5.5.4. The logistics of orders is made by the VENDOR or, where appropriate, suppliers hired by the VENDOR to provide this service. Consequently, VINONLINE does not intervene in this process in any way. VINONLINE accepts no liability arising from any failure to comply with the obligations covered by this clause caused by an action or omission of the logistics operator, without prejudice to any steps VINONLINE might freely take to aid in coming up with a solution to any incidents that may have occurred upon the request of the parties involved. If VINONLINE is in charge of the logistics management, the USER will be duly informed in advance.

5.5.5. Orders will be delivered at the delivery address freely provided by the USER in the order form, as long as the address is confirmed as lying within the delivery areas covered on the Platform. For this purpose, USERS are hereby informed that there may be VENDORS that do not accept a PO Box as a delivery address, in which case the USER will be informed beforehand and the order will be cancelled, unless the USER can offer an alternative address in the same locality. VINONLINE will not accept liability when delivery is not made as a result of the inaccuracy or falsity of the data provided by the USER for this purpose, or for circumstances in which the delivery cannot be made for reasons beyond the control of the delivery company assigned, such as the absence of the addressee.

5.5.6. The order will be delivered as soon as possible and, whatever the case, no later than thirty (30) calendar days as of the date of order confirmation. Though the order contains an approximate delivery date, the VENDOR reserves the right to be able to change this date as long as the USER and VINONLINE are informed beforehand. The delivery date on the order is purely informative and not contractually obligatory. As long as the product has not been sent and/or the total delivery term as of the payment of the order exceeds 30 calendar days, the USER can cancel the order at no cost and receive a refund of the price.

5.5.7 Deliveries are made on business days (Mondays to Fridays) during business hours (9 am-7 pm). Regrettably, deliveries are not made on weekends, outside business hours or on public holidays, regardless of whether or not the USER requests these options in the order or by some communication to

the VINONLINE team.

5.6. Withdrawal and Return

5.6.1. Orders can be cancelled at no further charge up to the time in which the dispatch has been prepared for shipping to the USER. If the USER cancellation request comes after the order has been prepared, the cancellation will be considered as a return by the USER.

5.6.2. The USER can freely withdraw from the purchase contract without indicating any reason within fourteen (14) business days after the receipt of the product. The receipt accrediting delivery of the product will serve for the purposes of calculating the aforementioned fourteen (14) days.

5.6.3. To exercise the right to withdraw from the purchase, the USER must write to the following e-mail sales@vinonline.es, indicating for identification and management purposes the e-mail used for the purchase and the order number. VINONLINE will reply to the USER providing precise instructions on how to exercise the right to withdraw.

5.6.4 The USER will pay for return delivery costs and will undertake any other steps involved in the return of the product. This product must be packaged and parcelled securely so that the goods are returned in a perfect state of preservation. The USER will be liable for any defect or damage suffered by the product in this process.

5.6.5. In the event of any withdrawal from the order, VINONLINE will refund the total amount of the order deducting any collection costs that will normally be managed by VINONLINE or the VENDOR, or by way of the means of payment employed by the USER to purchase the product, no later than FOURTEEN (14) calendar days after checking the proper state of the product returned by the CUSTOMER to VINONLINE or the VENDOR.

5.6.6. VINONLINE will only accept the return of the product when its use has been limited to merely checking the proper working of the same by the USER, in accordance with current legislation.

5.6.7. VINONLINE will not accept the return of any product that has suffered deterioration for which the CUSTOMER is accountable.

5.6.8. Products must be returned by the CUSTOMER in their original packaging and in perfect condition (i.e. undamaged and clean) and must be sent to the place indicated by VINONLINE in the instructions sent to the CUSTOMER. Moreover, the packaging must be completely and fully identified to reflect who the sender is. If the item in question is not sent under the conditions described herein it will suffer a depreciation that must in all cases be paid for by the CUSTOMER.

5.6.9. Withdrawal will not apply in the circumstances covered by Article 103 of Spanish Royal Legislative Decree 1/2007, dated 16 November, adopting the Consolidated Legislation of the General Consumer and User Defence Law. For purely guideline purposes, and not in any way comprehensive, the return of customised or perishable products is not covered, notwithstanding the foregoing. In case of doubt, the CUSTOMER must consult with VINONLINE beforehand.

5.6.10. If there is some error in the delivery or some product defect, the VENDOR, through the mediation of VINONLINE, undertakes to change the defective product for another one exactly alike, as long as there is one available. The VENDOR will pay for return and shipping costs. If it is not possible to replace the product, the price of the same will be refunded no later than 14 calendar days later. Please

contact us at the following e-mail if you wish to return any product: sales@vinonline.es

6. PERSONAL DATA PROTECTION AND COOKIES

All users undertake to comply with the APPLICATION Privacy Policy

7. DISCLAIMER

7.1. All the information published on the APPLICATION including, for guideline purposes but neither restricted nor exclusive to product description, availability and price, has been provided by the VENDOR. VINONLINE limits itself to advertising VENDOR products and their availability to facilitate the purchase and payment of the same. Consequently, VINONLINE merely provides in intermediary service.

7.2 The VENDOR has assigned intellectual and industrial property rights to VINONLINE for the products provided and advertised on the Platform to sell them properly, and hereby declares itself to be in possession of the all the authorizations and licences for this purpose, thus protecting VINONLINE from any liability in this respect.

7.3. The VENDOR holds all the commercial distribution rights to sub-distribute on VINONLINE. VINONLINE accepts no liability whatsoever.

7.4. Notwithstanding the foregoing, VINONLINE will exercise maximum diligence in the selection of VENDORS and, where appropriate, in verifying the fact that the VENDOR meets the requirements to present the services or deliver the products in question.

7.5. The images illustrating the products advertised on the APPLICATION have been provided by our VENDORS and special care has been taken to avoid any type of mistake. Nevertheless, if the USER detects a mistake, he/she can report this to VINONLINE through the customer service desk and VINONLINE will resolve the issue with due haste.

7.6. VINONLINE restricts itself to publishing information provided by the VENDOR, but cannot guarantee that this is accurate and true.

7.7. VINONLINE accepts no liability for links and contents to APPLICATIONs owned by third parties that may be included by VINONLINE to provide USERS with more information. If the USER accesses these links, he/she will be subject to the terms and conditions of use and/or sale and the privacy policy of those sites.

7.8. As regards international shipment, the stamp duty of the products delivered by the VENDOR to the USER will be those in force in the (VENDOR) country of origin. The USER will be liable for the management or cost involved in any change or formality related to the stamp duty.

8. CLAUSE INVALIDITY AND NULLITY

If any of the clauses of these General Terms and Conditions are declared either wholly or partially null and void or invalid, any such nullity or invalidity will solely affect the clause in question, or the part thereof that proves to be null or invalid. Notwithstanding, the remaining General Terms and Conditions will continue to be regarded as valid, and the partial or whole clause deemed invalid will be understood as no longer forming a part of the said General Terms and Conditions.

9. APPLICABLE LEGISLATION AND COMPETENT JURISDICTION

9.1. These General Conditions will be governed and will interpret in accordance with the Laws of Spain.

9.2. For the resolution of conflicts and renouncing to any other general or special jurisdiction that may correspond, the parties submit themselves by choice to the jurisdiction of the courts and courts of law corresponding to the domicile of the user.

9.3. The European Commission offers a platform for alternative dispute resolution, to which any consumer can access the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm>.
For any information you can contact sales@vinonline.es.

