

## **GENERAL CONDITIONS OF SALE**

We recommend that you read these Conditions carefully to participate, as a user, in a responsible way and ensuring that they meet all the conditions listed below. If you want to download the terms of use, click here to download them in PDF.

### **OBJECT OF THE CONTRACT**

The purpose of these conditions is to regulate the access and the regime of acquisition of the products provided by BODEGAS CONCAVINS, S.A. to the User through its Web page, constituting the legal framework that develops the contractual relationship. The products and contents will be those that are available to the User in the following website owned by BODEGAS CONCAVINS, S.A. : [closmontblanc.com](http://closmontblanc.com)

For any claim you can contact:

BODEGAS CONCAVINS, S.A.

NIF A 43.129.576

Ctra. De Barberá de la Conca, km 0.8

Barberá de la Conca CP 43422

Registered in the Mercantile Registry of Tarragona, volume 569, page 219, page T-7213

Telephone 977.887030 Fax 977.887032

[club@closmontblanc.com](mailto:club@closmontblanc.com)

### **ACCEPTANCE AND AVAILABILITY**

These Conditions regulate the legal relationship derived from the contracting processes formalized by Users through the website of BODEGAS CONCAVINS, S.A. The Users expressly accept the full and unreserved adhesion to these stipulations, in the version published by BODEGAS CONCAVINS, S.A. at the moment in which the User contracts the product and / or contents in which he is interested. Therefore, the User undertakes to read carefully the contracting conditions, whenever it proceeds to the hiring of a product, given that they have been subject to modification since the last time he accessed.

By accepting these General Conditions of contract, the User declares:

1. That is a person with ability to hire.
2. That you have read and accept these general conditions of contract.

The User will always have access, and in any case, prior to the start of the contracting process for products, to the contracting conditions, and may be stored and / or reproduced in a durable medium.

## **PERSONAL DATA PROTECTION**

The access of Users to the portal and the participation in the sale of the products offered through the website may involve the processing of personal data. For BODEGAS CONCAVINS, S.A. Compliance with regulations on the protection of personal data and services of the information society and electronic commerce is of great importance.

Therefore, by virtue of the regulation of personal data protection in force and Law 34/2002 of July 31 of Services of the Information Society and Electronic Commerce, the user accepts that the personal data provided at the time of its registration to BODEGAS CONCAVINS, SA with CIF A 43.129.576 and address at Ctra. De Barberá de la Conca, km 0.8 Barberá de la Conca CP 43422. (Tarragona)

If these data are provided in the forms of:

**Contact form:** Your data will be incorporated in the Contacts file, responsibility of the company, in order to manage your query. These data will not be transmitted to third parties, and will be preserved until your inquiry or request is resolved.

**Clos Montblanc Club Form:** Your data will be incorporated into the Marketing file responsibility of the company, in order to keep you informed of our services, offers and promotions. These data will not be transmitted to third parties, and will be preserved until you revoke the consent granted.

**Purchase form:** Your data will be incorporated into the Clients file, which is the responsibility of the company, in order to manage this purchase. These data will be communicated to the competent authorities in tax matters - if applicable - as well as to the courier company for the delivery of your order. In any case, they will be kept until the end of the responsibilities that may be derived for a maximum period of 5 years.

**Registration form:** Your data will be incorporated into the file of Registered Users responsible for the company, in order to manage the users registered on its website. This data will not be transmitted to third parties, and will be kept until you revoke the consent granted.

Also, BODEGAS CONCAVINS, S.A. undertakes to comply with its obligation of secrecy of personal data and its duty to treat them with confidentiality, and assumes, for these purposes, the measures of a technical, organizational and security nature necessary to avoid their alteration, loss, treatment or unauthorized access, in accordance with the provisions of the current regulations on the protection of personal data and other applicable legislation.

The user will be responsible for providing truthful and legal information in the registration form, reserving BODEGAS CONCAVINS, S.A. the right to exclude from the registered services any user who has provided false information, without

prejudice to the other actions that may proceed in Law. In addition, the user agrees to inform BODEGAS CONCAVINS, S.A. of any change that occurs in your data in order that the entity can keep them updated as required by current regulations.

In the event that the registration implies the assignment to the user of a password, he promises to use it diligently and to keep it secret. Users are responsible for the confidentiality of passwords and other identifiers that BODEGAS CONCAVINS, S.A. provide them, and agree not to assign them or allow their use to third parties, either permanently or temporarily. It will be the responsibility of the user the illicit use of the services of this website by a third party by means of a password due to its non-diligent use or its loss by the user.

The user must communicate immediately to BODEGAS CONCAVINS, S.A. Any circumstance that may involve the improper use of passwords and other indicators, such as theft or loss. Until such communication is made, BODEGAS CONCAVINS, S.A. shall be exempt from any liability that may arise from the improper use by unauthorized third parties of such passwords.

Any registered user can at any time indicate the revocation of the given consent, as well as exercise the rights of access, rectification or deletion, the limitation of the treatment or oppose, as well as the right to the portability of the data, by sending email to [club@closmontbanc.com](mailto:club@closmontbanc.com), which will be answered by the identification of the user.

However, BODEGAS CONCAVINS, S.A. informs the user that they can unsubscribe from this type of communication by following the instructions that appear at the end of all our emails or by communicating it in writing to the email address [club@closmontblanc.com](mailto:club@closmontblanc.com).

Also, if you consider it, you can file a claim with the Spanish Data Protection Agency.

## **MODIFICATION OF CONTRACTING CONDITIONS**

BODEGAS CONCAVINS, S.A. may modify these stipulations whenever there is sufficient cause or reason for it. It is understood that there is sufficient cause or reason for the modification, with an enunciative and non-limiting character, when the purpose is:

1. Expand the range or number of products that are made available to users or improve existing ones.
2. Modify, replace or update the prices of the products offered through the website.

The prices and rates applicable to the contracting by the User of the services will be those that appear on the Web page owned by BODEGAS CONCAVINS, SA: [closmontblanc.com](http://closmontblanc.com), at the moment in which the user accesses the specific service and proceeds to start the hiring process.

BODEGAS CONCAVINS, S.A. reserves the right to modify the prices of the products published on the aforementioned website, when it deems convenient and making it visible on the website.

## **PRICE AND TAXES APPLIED**

The applicable prices are those that appear on the Web at the moment in which the customer places his order.

The price of the products that appear on the Web does not include the corresponding Value Added Tax (VAT) depending on the product.

## **CUSTOMERS**

Anyone who wants it and who is over 18 years of age with sufficient capacity to act can purchase products through this website.

Once the user has completed all the data he has provided, he declares that they are true, and that they correspond to his person, having accepted the privacy policy; and, specifically, in what is shown under the heading "Data protection" that is detailed in the legal notice and privacy policy, and where the treatment that will be carried out with the sole purpose of managing the business relationship is specified.

## **REGISTERED / UNREGISTERED USER**

Anyone who wishes and who is over 18 years of age with sufficient capacity to act can create their own account, entering all the data requested in the "Access my account" section.

The user with the completion of his data declares that all those provided are true, updated and correspond to the person of her.

Once the procedure is completed, the user will be able to access her personal area, where they will be able to view their order and purchase history, the details of transactions, as well as their personal data. At any time, the USER may make the modifications that he deems appropriate, as well as cancel the account.

In order to authenticate on this website, there will be a username and password that will be chosen by the user himself and that will allow him to access a personal area.

The password must be personal, secret and non-transferable, the transfer, not even temporary, to third parties being allowed or recommended. Therefore, the user agrees to make diligent use and to keep it secret, assuming all responsibility for the consequences of its disclosure to third parties by allowing or not taking the necessary care to prevent third parties from having knowledge of it.

In the event that the user knows or suspects the use of their password by third parties, they must modify it immediately in their personal area of the web or immediately notify BODEGAS CONCAVINS so that it may proceed to modify it.

## Unregistered user

In order to make purchases, it is not necessary for you to be registered as a registered user if you do not wish to; Instead, you just have to fill out the online order form, accepting the treatment of these in accordance with the data protection regulations and in the terms detailed in the legal notice and privacy policy.

In this case, the user will not have their own account where they can access and review their purchases, promotions.... Being only the data provided to be able to make the requested purchase

## SHIPPING WAY

### 1. a) Delivery area

Bodegas Concavins, S.A. will make the delivery through a courier service within a maximum period of 7 calendar days in the Peninsula and the Balearic Islands from the acceptance of payment by the corresponding bank. Orders that are destined for the Canary Islands, Ceuta and Melilla will receive the order within a maximum period of fifteen days, all of them counting from the acceptance of payment by the Bank. The package merchandise will be delivered at the address indicated by the customer.

Badegas Concavins, S.A. guarantees the delivery in the periods and areas indicated above of all the products that we have in stock for all the orders that are received in our offices before 5:00 p.m., once the payment is authorized. Orders received on Saturday, Sunday or holidays will be considered received on the first working day after it.

### 1. b) Shipping costs

The shipping cost of the orders will be calculated according to the weight and destination, being broken down for the previous acceptance of the client.

## PAYMENT METHODS

### 1. a) VISA Card

The website will redirect you to a payment platform, which works using the highest security measures available in the sector through a secure server using SSL protocol. There will be an automatic charge on your card, at the time you process your order. This operation will be carried out through a secure server, guaranteeing the confidentiality of the data provided by the customer through encryption, avoiding communication to third parties outside the legal relationship, in accordance with the provisions of the Personal Data Protection regulations.

The company may request the customer additional information to verify that the purchase has been made by the cardholder.

### 1. b) Bank transfer

## **TERMS OF SALE**

The prices and texts published on the website [closmontblanc.com](http://closmontblanc.com) are subject to variations without prior notice, including technical specifications. It is the customer's obligation to check the merchandise delivered to him.

In case of changes by default of the product BODEGAS CONCAVINS, S.A. You will withdraw this product and exchange it for another one in perfect condition or refund the amount.

BODEGAS CONCAVINS, S.A. will also assume the cost of shipping the new product.

The risk of loss or damage to the goods is transmitted to the customer from the moment of delivery to the customer's home.

BODEGAS CONCAVINS, S.A. is not responsible under any circumstances for the damages caused by the misuse of the goods.

The User will be guided in the procedure that must be followed for the conclusion of the contract, as well as for the identification and correction of the data that has been provided for the conclusion of the contract through the forms created for that purpose.

BODEGAS CONCAVINS, S.A. will file the electronic document in which each contract is formalized. Likewise, the User accepts these General Conditions of Sale, which will remain accessible from the Web page.

The contract is formalized in the Spanish language, in accordance with these Conditions.

The offers will have the validity that is specified in each case on the Web page. In the event that stocks are exhausted before the end date of the offer, a product of quality and equivalent price may be supplied, in agreement with the User.

The User may consult the essential characteristics of each product through its description on the Web page.

## **RIGHT OF WITHDRAWAL**

In accordance with the rules of defense of consumers and users, once the purchase is made, the user has 14 calendar days to exercise their right of withdrawal from the reception at the indicated address of the product purchased from BODEGAS CONCAVINS SA.

The user must contact the company through the following email [arco@closmontblanc.com](mailto:arco@closmontblanc.com), claiming that he wants to exercise his right of withdrawal.

For the attention of BODEGAS CONCAVINS SA I hereby inform you that I am withdrawing from our sales contract referenced below:

- Reference (order or invoice number): \_\_\_\_\_

- Order received on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

- Name of the person exercising the right (consumer / s and user / s):  
\_\_\_\_\_

- Address of the person exercising the right:  
\_\_\_\_\_  
\_\_\_\_\_

- Email of the person exercising the right: \_\_\_\_\_ @ \_\_\_\_\_

(mandatory if sent electronically)

- Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

- Signature of the consumer and user or consumers and users

(only if this form is submitted on paper)

Once this period has expired, BODEGAS CONCAVINS SA does not accept refunds for withdrawal of the services purchased.

## CONFLICT RESOLUTION

It is reported that BODEGAS CONCAVINS SA) does not adhere to any platform for the resolution of conflicts in matters of consumption or arbitration, being available to its users-clients in the customer service channels that appear on the Web.

But in accordance with Regulation 524/2013 of the European Parliament and of the Council, of May 21, 2013, on online dispute resolution in consumer matters, the existence of a European platform for conflict resolution is reported, which it may be used in the field of electronic commerce; You can obtain more information at: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

BODEGAS CONCAVINS SA will be in contact with the purpose of managing the return within a period not exceeding 48 working hours, agreeing with the user the methodology of return of the product and being in any case, the user who will bear the cost of return of the products purchased and the amount paid by BODEGAS CONCAVINS SA once the correct condition of the product has been verified.

Once this term has expired, BODEGAS CONCAVINS SA does not accept refunds for withdrawal in the services acquired.

## **RIGHTS AND OBLIGATIONS OF THE PARTIES**

### 1. a) Obligations of BODEGAS CONCAVINS, S.A. .:

BODEGAS CONCAVINS, S.A. undertakes to comply with the following contractual obligations derived from the commercial relationship with the User as a result of the contracting of the services by the same:

- provide the User with the maximum guarantees, the service requested by him in accordance with the provisions of the contract conditions, without breaching the contractual good faith.
- expressly inform the User of the existence of these conditions prior to the start of the contracting procedure.
- inform the User prior to the contracting and in a concrete, clear, precise and unequivocal manner, of the specific characteristics of the services requested, such as the price of the same, the taxes that are applicable and the transportation costs .
- Make available to the User a copy of the text of the general conditions.

### 1. b) Obligations of the User:

For its part, the User agrees to:

- carry out the full compliance with the provisions of these conditions of the services provided by BODEGAS CONCAVINS, S.A.
- complete the registration forms prior to the start of the contracting procedure with accurate and current information.
- pay the price of the products purchased, without the presentation of a claim exempting you from this obligation.

### 1. c) Rights of the User:

All the information provided to the client will be binding for the offeror in the terms established by current legislation.

All Users have the right to the goods they acquire are of the category and legal requirements contracted or of that quality that is directly proportional to the category of the establishment.

## **TERMS OF USE**

The User undertakes and guarantees to make use of the website in accordance with the provisions set forth in the general conditions of contract, the provisions of the applicable regulations, as well as those relating to morality and good customs.



By accepting these provisions, the user agrees to use this website and the products made available in it, in the manner and in the manner established therein, being obliged not to use this web and its products for illicit purposes and / or contrary to the purposes established in this legal notice, which may be harmful to rights and / or interests of third parties or that in any way may damage this website or prevent its proper functioning or the products that are offered or offered in the future.

Likewise, the User will refrain from obtaining the contents provided on the website through unlawful, fraudulent means, theft or plagiarism, in accordance with the provisions of the Criminal Code and the applicable regulations.

BODEGAS CONCAVINS, S.A. reserves the right not to grant access to the website, without prior notice, to any User that contravenes the provisions of these general contracting conditions.

For its part, the User undertakes not to make illicit use of the contents of the website, or that may be detrimental to BODEGAS CONCAVINS, S.A. Therefore, the User will abstain on a non-restrictive basis, to modify, copy, distribute, publish, assign and / or sell any information or appearance concerning the web owned by BODEGAS CONCAVINS, S.A.

1. a) Safe environment

BODEGAS CONCAVINS, S.A., through the website, uses state-of-the-art technology to guarantee the protection of information. BODEGAS CONCAVINS, S.A. guarantees that the contracting of the products takes place in a secure environment.

1. b) Hyperlinks

BODEGAS CONCAVINS, S.A. is not responsible for the web pages linked to it, so it is not responsible for its contents. The risks derived from the consultation of such web pages correspond exclusively to the users, who must be governed by the terms, conditions and legal notices thereof, of which BODEGAS CONCAVINS, S.A. DOES NOT BE RESPONSIBLE.

1. c) Intellectual and industrial property

BODEGAS CONCAVINS, S.A. It owns the rights of Intellectual and Industrial Property of the elements that make up the web design, such as the brand, trade name or distinctive sign. In particular and not limited to, are protected by copyright, logos, color combinations, selection and form of presentation, texts, images, graphics, as well as any other content of the website owned by BODEGAS CONCAVINS, SA

The User agrees to respect the intellectual and industrial property rights of the website; Therefore, the User will refrain from copying, reproducing, distributing, making available or publicly communicating the content of the website, without the express written authorization of BODEGAS CONCAVINS, S.A.

1. d) Limitation of liability

The User expressly exonerates BODEGAS CONCAVINS, S.A. of all the responsibility for direct and indirect damages derived from possible errors in the web, as well as for the eventual interruption, suspension, delay or anomaly in the access to it.

BODEGAS CONCAVINS, S.A. undertakes to take the utmost care to preserve the website from any viruses, trojans and other elements that may violate or damage the computer system of the User or third parties. In any case, the User exonerates BODEGAS CONCAVINS, S.A. for direct or indirect damages caused by the possible existence of such harmful or malicious elements.

## **PERIOD OF VALIDITY OF THE PRESENT CONDITIONS**

The period of validity of these conditions will be the time that they remain published on the website and will be applied to the services acquired at the moment in which said conditions were available.

In any case, BODEGAS CONCAVINS, S.A. reserves the right to modify them unilaterally, without affecting the services contracted by users prior to the modification, except in those cases in which the user has changed or modified the contracted service, in which case they will be of application the conditions in force at the time of the change and / or modification.

## **CANCELLATIONS**

Cancellations will be accepted in orders that have not been sent to the address indicated by the client. If the merchandise has been sent, it will be considered a return (see the Returns section).

The company accepts the cancellation of orders, either through its website or through any of the means of access to the Customer Service Department.

## **NULLITY AND INEFFICIENCY OF THE CLAUSES**

If any clause included in these conditions was declared totally or partially null or ineffective, such nullity will affect only that provision or the part of it that is null or ineffective, subsisting in all other conditions.

## **STRONG**

In the event of litigation, the contracting parties submit to the Spanish Courts and Tribunals.