

Buyers Policy

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1. Scope

This Buyers Policy applies to everyone who bids on or buys a Lot through the Bottles online auction marketplace at bottles.pt and in the Bottles apps, operated by BOTTLES EU LDA ("Bottles"). It forms part of the Terms and Conditions, and capitalised words have the meaning given there. If this Policy and the Terms conflict on a matter this Policy regulates, this Policy prevails.

Registered office: Rua Comandante Amorim, Bloco 3, N.º 106, Arrifana, 3700-423 São João da Madeira, Aveiro, Portugal. Tax and company number 518 377 385. Email: info@bottles.pt. Customer support: Portuguese line +351 914 021 381; English line +1 973 975 6042; French line +33 6 88 90 74 26.

2. Who may buy, and where

- You must be at least 18 years old, or older if the law of your country of residence or of the delivery address sets a higher minimum age for buying or receiving alcohol.
- You may register from anywhere in the world, but a Lot can be delivered only to an address in the Delivery Area, that is, the Member States of the European Union served by our carrier. Before you bid, make sure you have a delivery address there and that you may lawfully receive alcohol at it. Post office boxes and parcel lockers are not accepted.
- Bottles may ask for proof of identity, age or source of funds at any time, in particular before accepting a high-value bid, and may cancel a sale and suspend the account if it is not provided or is false.
- You buy either as a Consumer or in the course of a business. If you buy for a business, say so in your profile; some consumer protections do not apply to you.

3. Your responsibilities

As a Buyer you agree to:

- keep your billing, delivery and contact details accurate and complete, also after you stop using the Platform while a payment, refund or delivery is outstanding;
- check, before bidding, that you may lawfully import, receive and hold the Lot at the delivery address, and pay any duty or tax charged there;
- pay the Hammer Price, the buyer's fee, transport and any applicable taxes within the deadline, through the Platform only;
- be available at the delivery address, or arrange redelivery with the carrier;
- inspect the Lot on arrival and report any problem through the Platform within 48 hours of delivery;
- use the Platform in good faith, never contact a Seller to buy outside the Platform, and report a Seller who proposes it.

4. Understanding a Lot

- Each Lot is described by the Seller and reviewed by a Bottles Specialist before publication. The description and photographs are the basis of the sale. Read them in full, including fill level, label and capsule condition, storage history and any defects noted. Ask a question through the Platform before bidding if anything is unclear.
- Wine and spirits are natural products and Lots are not new goods. Old bottles show wear to labels, capsules and corks, and fill levels fall with age. Unless the description states otherwise, such features are not defects. The absence of a remark about a feature does not mean the bottle is free of it.
- The contents of a sealed bottle cannot be inspected. Cork taint, oxidation, sediment, refermentation and other faults of the contents that cannot be detected without opening the bottle are inherent risks of buying old wine and spirits and are not grounds for a claim, unless the Seller expressly guaranteed otherwise. The taste, drinkability or future development of the contents is never guaranteed by anyone.
- Chips, tags, QR codes or digital certificates attached to a bottle are not part of the guaranteed characteristics of a Lot unless the description says so. A working tag is not proof of authenticity and a missing one is not proof of the contrary.
- Estimates, starting prices, past prices and market data shown on the Platform are indicative and are not a promise of value. Lots are not investment products.
- A Lot shows when its Seller is a Trader Seller (verified as a business); every other Seller is a Private Seller. When the Seller is a Private Seller, European Union consumer protection law does not apply to the contract of sale.

5. How bidding works

- Bids are placed in fixed increments: 10% of the current bid, rounded up to the euro, while the current bid is below EUR 5,000; EUR 500 from EUR 5,000; EUR 1,000 from EUR 10,000. The Platform shows the minimum next bid.
- You may enter a maximum bid. The Platform then bids for you, one increment at a time, only when another bid is placed, only as far as needed to keep you in the lead and never above your maximum. Between competing maximum bids, the one set earlier prevails at equal amounts.
- A bid placed in the last 2 minutes extends the closing time by 5 minutes, and each further bid in the extended time extends it again by 5 minutes, so that other bidders can respond. The Lot page shows the current closing time. Outbid notifications are sent as a courtesy; not receiving one does not affect the result.
- A Lot may carry a reserve price. If the highest bid at closing is below the reserve, the Lot does not sell. Whether a Lot has a reserve is shown on the Lot.
- Every bid is a binding offer to buy at that amount. You cannot amend or retract it, and Bottles is not responsible for a bid placed in error. The one exception: if the Seller or Bottles materially corrects the description after your bid, you may ask Bottles, before the auction closes, to cancel your bid.
- The highest bid at closing that meets the reserve wins. A contract of sale is formed between you and the Seller at that moment, on the terms in section 8 of the Terms and Conditions. Bottles notifies you and the Seller. The Bidding Log prevails over anything displayed on a screen.

6. Fees and what you pay

- Hammer Price: the winning bid, owed to the Seller.

- Buyer's fee: 6% of the Hammer Price, plus VAT where applicable, invoiced by Bottles to you at payment. The fee pays for the Specialist review, the secure payment, the booking of transport and the dispute procedure.
- Transport: the carrier's price for delivery to your address, plus VAT where applicable, calculated and shown before you pay.
- Taxes and duties: any excise duty, import VAT or other charge levied at the delivery address is yours to pay. Alcohol moved between Member States may be subject to excise duty in the country of destination. Where the Seller is a Trader Seller, that duty is the Seller's responsibility. Where the Seller is a Private Seller, that duty, if charged, is your responsibility, and it may be collected by the carrier or the authorities at delivery. Bottles does not collect excise duty and does not act as tax representative.
- All amounts are in euro. If your card is in another currency, your issuer converts the amount and may charge a fee.

The Lot page shows the Hammer Price. The fee and transport are shown in full before you confirm payment.

7. Paying

- You must pay within 72 hours of the auction closing. The deadline is shown on your order, and reminders are sent before it expires.
- Payment is made through the Platform, with a card or wallet processed by Stripe. Bottles does not see your card details. Payment outside the Platform is not accepted and is not protected.
- Bottles receives the payment on the Seller's behalf and holds it until receipt is confirmed. Only then is the Seller paid.

8. If you do not pay

- When the deadline passes without payment, the order expires and you lose the Lot.
- A non-payment strike is recorded on your account. Repeated strikes lead to suspension of bidding and may lead to closure of the account.
- The Seller may offer the Lot to the second-highest bidder, who has 24 hours to accept at their own final bid, or may relist the Lot.
- Bottles may charge you, as compensation for the costs of the failed sale, an amount equal to the buyer's fee that would have been due on the Lot. The Seller may in addition claim from you the difference between your bid and the price obtained on a second-chance sale or relisting, and reasonable recovery costs. Amounts owed may be recovered through a collection agency or the courts.

9. Delivery

- Bottles books the collection of the Lot from the Seller with a professional carrier and tells you. You do not need to arrange anything.
- You are notified when the Lot is collected and can follow tracking on your order. Typical transit within the Delivery Area is 2 to 7 working days after collection; delivery times are indicative and Bottles is not responsible for carrier delays. A late delivery entitles you to cancel only after a reasonable additional period set through customer support has passed without delivery.

- Delivery is made to the address on your order. The carrier may require the signature of an adult and proof of age. If nobody is available, the carrier attempts redelivery or holds the parcel according to its rules. A parcel returned because it could not be delivered, because duties were refused, or because the address was wrong may be reshipped at your cost; if you do not arrange reshipment within 30 days of being told, Bottles may cancel the sale, return the Lot to the Seller and deduct the transport costs incurred from your refund.
- Risk of loss or damage in transit does not pass to you until delivery. Transport booked by Bottles includes the carrier's cover for loss and breakage up to the value declared at booking. A claim is handled through the dispute procedure; you must photograph the parcel and contents on arrival and keep the parcel, packaging and contents until Bottles tells you otherwise.
- In periods of extreme heat or cold Bottles may delay collection to protect the wine; you are informed.

10. Confirming receipt and Buyer protection

- When the Lot arrives, confirm receipt on your order. If you do nothing, receipt is confirmed automatically 48 hours after the carrier records delivery, and the Seller is paid.
- If the Lot did not arrive, arrived damaged, or does not match the description, open a dispute on the order within those 48 hours, with photographs. Payment to the Seller is held while the dispute is open. If the problem could not reasonably have been discovered within 48 hours, Bottles may allow more time.
- A claim that a Lot is counterfeit, meaning an imitation created to deceive as to producer, name or vintage, may be made within 30 days of delivery, provided the bottle is unopened and you can show reasonable grounds. Bottles may ask for the bottle to be examined by a Specialist or by an independent expert acceptable to both parties; if the claim succeeds, the reasonable cost of the examination is added to the refund.
- Buyer and Seller first try to agree a solution in the order conversation, such as a partial refund. Failing that, Bottles reviews the tracking data, the photographs, the Specialist's report and the messages exchanged on the Platform, and decides within a reasonable time. Possible outcomes: full refund, partial refund, or no refund. Small differences, signs of age and features disclosed in the description do not make a Lot "not as described".
- A full refund normally requires the Lot to be returned to the Seller, unopened and in the condition received. Bottles arranges that transport and its cost is borne by the party found responsible. No refund is made for a Lot that is not returned or that was opened, except where the fault could only be found by opening it and the Seller expressly guaranteed the contents.
- A refund is made to the payment method you used. The buyer's fee is refunded when the sale is cancelled for a reason attributable to the Seller or to Bottles, and is not refunded when the cancellation is due to you.
- Once receipt is confirmed and payment released, a later claim can still be made through customer support within 30 days of delivery. Bottles then mediates in good faith, may disclose the Seller's name and contact details to you so that you can pursue the claim, and recovers from the Seller where the claim is well founded, but does not owe you the refund itself.
- Do not initiate a chargeback with your bank before the dispute procedure has concluded. A chargeback opened in bad faith, or a refund kept together with the Lot, is a breach of the Terms and must be reimbursed on first request.

11. Right of withdrawal

- Sales by a Private Seller are contracts between private persons; there is no statutory right of withdrawal.
- For sales by a Trader Seller to a Consumer, Bottles operates a public auction within the meaning of Directive 2011/83/EU, and the sale is exempt from the 14-day right of withdrawal under Article 16(k). If the mandatory law that applies to you nonetheless grants a right of withdrawal, it is exercised against the Trader Seller through customer support; you return the Lot, unopened and in the condition received, at the Trader Seller's cost, and Bottles refunds its buyer's fee.
- Where the Seller is a Trader Seller and you are a Consumer, you also have the legal guarantee of conformity under the law of your country of residence, which the Trader Seller cannot exclude.
- In every case, section 10 applies to non-delivery, damage, counterfeit and misdescription.

12. Cancellation by Bottles or the Seller

Bottles may cancel a sale where there is evidence of a technical failure, bid manipulation, a counterfeit or unlawful Lot, a sanction or legal requirement, a failed identity check, or where the Seller fails to make the Lot available for collection. You are informed and refunded in full, including the buyer's fee and transport. A Seller who cancels a sale without cause is subject to the Sellers Policy; Bottles does not owe you the Lot or compensation beyond the refund, except where the law provides otherwise.

13. Your account

- You may hold one account, in your own name. Keep your credentials confidential and tell Bottles at once of any suspected misuse. You are responsible for every bid placed through your account.
- Bottles may suspend or close your account for non-payment, bid manipulation, abuse, fraud, a false declaration, bidding for an undisclosed third party or any breach of the Terms, with a statement of reasons where the law requires it.
- You may close your account at any time once you have no open orders.

14. Data protection

Bottles processes your personal data as described in the Privacy Policy, including the data shared with Stripe, the carrier and our invoicing provider.

15. Disputes with Bottles, governing law

- Customer support seeks an amicable solution first.
- Portuguese law governs this Policy, without prejudice to the mandatory consumer protection rules of your country of residence. The courts of Portugal have jurisdiction; if you are a Consumer resident in the European Union, you may also bring proceedings in the courts of your country of residence.
- Consumers may apply to a consumer dispute arbitration centre. In Portugal the centres are listed at www.consumidor.gov.pt; for online purchases the Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (CNIACC, www.cniacc.pt) has competence throughout the country. Consumers in other EU countries may apply to the alternative dispute resolution body designated in their country. The electronic complaints book is at www.livroreclamacoes.pt.

16. Changes

Bottles may update this Policy. Changes that affect fees, deadlines or your rights are announced at least 15 days in advance and you are asked to accept the new version before you next bid. The version in force when an auction closed governs that sale.