

Sellers Policy

Last updated: 8 October 2026

1. Scope

This Sellers Policy applies to everyone who lists or sells 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. Seller support: Portuguese line +351 914 021 381; English line +1 973 975 6042; French line +33 6 88 90 74 26.

2. Who may sell, and from where

- You must be at least 18 years old.
- Private individuals and businesses may sell. During identity verification with Stripe you choose whether you sell as an individual or as a business. If you verify as a business, or tell Bottles that you sell in the course of a trade, business, craft or profession, you are a Trader Seller; otherwise you are a Private Seller. A Lot shows when its Seller is a Trader Seller, and you must keep your status accurate: a sole trader who verified as an individual must tell Bottles at info@bottles.pt. A Private Seller who sells regularly, or in volumes typical of a business, may be reclassified as a Trader Seller by Bottles. A false status makes you liable for its consequences and you indemnify Bottles against them.
- The Lot must be held at an address in the Delivery Area, that is, a Member State of the European Union served by our carrier, from which it can be collected. The collection address must be your own address registered on the Platform; collection from a third party, a warehouse you do not control or a drop-shipping supplier is not allowed. You may register from anywhere in the world, but you cannot sell a Lot held outside the Delivery Area.
- You must be entitled to sell alcohol from that address under the law that applies to you. Trader Sellers are responsible for holding any licence, registration or excise status their activity requires.
- Before your first payout, you complete identity verification with Stripe. Bottles does not receive your identity documents. Bottles asks you separately for your tax identification number and country of tax residence (section 15) and, for a business, its VAT number. Trader Sellers also provide the information required by Article 30 of Regulation (EU) 2022/2065: name, address, telephone and email, registration number and, where applicable, VAT number, a self-certification that the goods offered comply with EU law, and payout account details.
- Bottles may ask for proof of ownership, purchase invoices or provenance at any time, before or after a sale. Without them a listing may be removed, a payout withheld or the account suspended. Keep those documents for as long as a claim on the Lot is possible.

3. What may be listed

You may list wine, spirits and other beverages that you own, in their original sealed containers. You may not list:

- counterfeit, refilled, tampered or adulterated bottles, or bottles whose authenticity you doubt;
- opened bottles, or bottles without a legible label, except where Bottles accepts a Lot as a curiosity and the description says so;
- beverages above 70% alcohol by volume, or containers larger than 5 litres, which carriers treat as dangerous goods;
- goods you do not own, or that are subject to a lien, seizure or a third party's rights;
- goods whose sale, possession or transport is prohibited or restricted where they are held or where they may be delivered, including goods subject to sanctions;
- anything that is not a beverage or directly related to one, unless Bottles has expressly opened a category for it.

Bottles may decline any listing without giving a reason and may remove a listing at any time where it appears to breach this Policy or the law.

4. Listing review by Bottles Specialists

- Every listing is reviewed by a Bottles Specialist before it goes live. The Specialist may approve it, ask for more photographs or information, adjust the title, category or description to the Platform's standards, or decline it. Bottles may also ask that the Lot be sent to a Specialist for physical inspection before publication, at Bottles' cost where Bottles requests it.
- The review covers authenticity indicators, legality, condition and suitability for the marketplace. It is made with reasonable care, in good faith, on the basis of what you supply and, where the Specialist sees fit, a physical inspection. It does not guarantee authenticity or value, and does not transfer your responsibility for the Lot to Bottles or to the Specialist, whether or not the Lot was inspected.
- An adjustment made by the Specialist is shown to you before publication. If you disagree, withdraw the listing before it goes live. The final published description is yours and you are responsible for it.
- Repeatedly resubmitting a declined Lot, or a Lot with false information, leads to suspension.

5. Describing your Lot

You confirm, for every Lot, that:

- you are its legal owner and may sell it, and it is free of any third party's claim;
- it is authentic, lawful and unopened, and you have disclosed anything that casts doubt on its authenticity or provenance;
- the description is accurate and complete: producer, name, vintage, bottle size, alcohol content where known, fill level, condition of label, capsule and seal, storage history, and any defect, repair or reconditioning;
- the photographs are of the actual bottle offered, unedited except for cropping and light correction, and show the label, the capsule, the fill level and any defect;
- you hold the rights to the photographs and text you upload, they are your own and not copied from another Seller, and you grant Bottles the licence described in the Terms.

A material inaccuracy discovered after a bid is placed allows Bottles to cancel bids or the sale. A material inaccuracy discovered after delivery is decided under the dispute procedure and may result in a refund to the Buyer at your cost, including transport both ways.

6. How your auction works

- You may set a reserve price, the minimum at which you are willing to sell. Below it, the Lot does not sell. Without a reserve, the Lot sells to the highest bid, whatever its amount, and no complaint about the price is accepted. Whether a Lot has a reserve is shown to bidders. The starting price is set by the Platform.
- Once a Lot is published you may lower the reserve, but not raise it, and you may not change the description except through the Specialist.
- You may withdraw a Lot without cost until it receives its first bid. After the first bid, withdrawal is a cancellation under section 11.
- While a Lot is listed on Bottles you may not offer it for sale anywhere else, and you must keep it available and properly stored until it is collected.
- The auction runs for the period shown when you list. Bids in the last 2 minutes extend the close by 5 minutes, repeatedly.
- When the auction closes with a highest bid at or above the reserve, a contract of sale is formed between you and the Buyer on the terms in section 8 of the Terms and Conditions. You may not withdraw from it.
- You may not bid on your own Lot, directly or through another person, or arrange for others to bid on it to raise the price. Doing so leads to closure of the account, forfeiture of payouts affected and, where a Buyer suffered loss, liability for it.

7. Commission and fees

- Commission: 9% of the Hammer Price, plus VAT where applicable, invoiced by Bottles as a fee document and deducted from your payout. Nothing is charged if the Lot does not sell.
- Your payout is the Hammer Price less the commission and its VAT. Transport is paid by the Buyer.
- The commission that applies is the one shown when you created the listing. Changes to fees apply to listings created after they take effect and are notified in accordance with the Terms.
- Bottles invoices only its own fees. If the sale of the Lot itself requires an invoice or receipt under the rules that apply to you, issuing it is your responsibility. A Trader Seller who is required to issue an invoice to the Buyer must do so on request. Where the Buyer is a Consumer, the Hammer Price includes any VAT you owe on the sale.

8. Collection and transport

Once the Buyer has paid:

- Bottles books the collection of the Lot from your registered address with a professional carrier and tells you. Bottles books transport as a service to you, in your name and on your behalf; for all legal and tax purposes, including excise, you are the consignor of the Lot.
- You choose a collection window in the app from the options offered. You do not ship the Lot yourself and you do not upload tracking.
- Pack the Lot before the window opens: each bottle individually protected, in a rigid box suited to glass and liquids, with internal padding, sealed, with no loose items and no external marks that reveal the contents. Bottles may provide packing guidance and may refuse a payout claim where breakage is caused by packing that does not follow it.

- Hand the parcel to the carrier in the window you chose. A parcel not ready, or an address where nobody answers, is a missed collection. Bottles offers a new window. A second missed collection allows Bottles to cancel the sale, refund the Buyer and charge you the carrier's costs; repeated missed collections lead to suspension.
- Transport is within the Delivery Area only. Bottles does not arrange collection from, or delivery to, any address outside it.
- Risk of loss or damage in transit passes to the Buyer on delivery and is covered by the carrier's cover included in the transport Bottles books, up to the value declared at booking. Damage caused by inadequate packing is not covered and is your responsibility. For a Lot above the carrier's insurable limit, contact Bottles before the auction closes so that adequate cover can be arranged.
- A Lot returned by the carrier because the Buyer could not be reached is held for the Buyer's reshipment; if none is arranged within 30 days, the sale is cancelled and the Lot returned to you.

9. When you are paid

Bottles pays you through Stripe Connect when:

- the Buyer confirms receipt, or
- 48 hours have passed since the carrier recorded delivery and no dispute has been opened.

While a dispute is open, payment is held until it is decided. Payout timing after release depends on Stripe and your bank, typically 2 to 5 working days. Payouts are made in euro to the account you registered with Stripe. If you have not completed your Stripe registration, the payout is held until you do; Bottles reminds you, and after 12 months may deduct reasonable administration costs from the amount held.

10. Mandate of collection and payment processing

By listing a Lot, you authorise BOTTLES EU LDA to collect and receive payment from Buyers in your name and on your behalf, and you agree that receipt of the Buyer's payment by Bottles discharges the Buyer's payment obligation to you. Bottles may hold those funds temporarily, process them through third-party payment providers including Stripe, deduct the commission, fees, taxes, penalties or chargeback costs due under this Policy, and remit the balance to you. Bottles may withhold, suspend or offset payments in the event of a dispute, suspected fraud, a breach of this Policy, a chargeback, a refund, a third party's claim on the Lot, or a legal or regulatory requirement, including unmet identity or tax reporting obligations. This authorisation lasts for as long as you use the Platform and survives the completion or termination of individual transactions to the extent needed to settle outstanding obligations.

11. Cancellation by the Seller

- Before the first bid, you may withdraw a Lot at no cost.
- After the first bid and before the close, or after the sale, cancellation is a breach of your commitment to the bidders. Bottles may charge you the commission that would have been due on the highest bid, and repeated cancellations lead to suspension.
- If a Lot cannot be delivered because you no longer hold it, damaged it, or sold it elsewhere, Bottles refunds the Buyer in full and may recover from you the transport costs incurred, the commission on the sale and any loss the Buyer proves.

12. Non-payment by the Buyer and second chance

- If the Buyer does not pay within 72 hours, the order expires and you are told. No commission is charged on the expired sale.
- You may then offer the Lot to the second-highest bidder at their final bid. That offer is valid for 24 hours. If it is not accepted, or if there was no second bidder, you may relist the Lot.

13. Counterfeit, misdescription and fraud

If a Lot is counterfeit or adulterated, materially misdescribed, not available at collection, damaged through inadequate packing, or unlawfully traded, Bottles may cancel the transaction, refund the Buyer, withhold or reverse your payout, charge you the loss and the costs of transport both ways and of any expert examination, suspend or permanently close your account, and report the matter to the competent authorities. A counterfeit Lot is not returned to you where the law requires its retention, handover to the authorities or destruction. Where a Buyer raises a reasonable claim after your payout was released, Bottles may disclose your name and contact details to the Buyer so that the claim can be pursued.

14. Consequences by breach

- Missed collection or Lot not available: order cancelled, carrier costs charged, suspension after repeats.
- Cancellation after a bid: commission on the highest bid may be charged; suspension after repeats.
- Misleading description: dispute decided against you, payout reduced or reversed, transport and examination costs charged.
- Counterfeit or unlawful goods: permanent closure, payout withheld, report to authorities.
- Bidding on your own Lots, fraud, abuse, sales outside the Platform, false Seller status: account closed, payouts affected forfeited, legal referral.

15. Taxes, excise and reporting

- You are responsible for declaring your income and for any VAT, excise or other tax that applies to your sales.
- Alcohol moved between Member States may be subject to excise duty in the country of destination.
- If you are a Trader Seller: because transport is booked through the Platform, a sale to a Consumer in another Member State is a distance sale of excise goods, and excise duty is due in the country of destination (Article 44 of Council Directive (EU) 2020/262; Court of Justice of the European Union, Case C-596/23). You are the person liable for that duty and for its formalities, including any registration, guarantee, tax representative and declaration required in the country of destination, and for any VAT due there on the sale. You must not list a Lot, or accept a sale, for which you cannot meet these obligations.
- If you are a Private Seller: you confirm that each sale is an occasional sale from your personal collection and is not made in the course of an economic activity. If that stops being true, you must tell Bottles and become a Trader Seller (section 2).
- Bottles does not collect, declare or pay excise duty or VAT on the sale of a Lot for you, and does not act as tax representative. You indemnify Bottles against any excise duty, VAT, interest, penalty or cost claimed from Bottles in connection with your sales.
- To comply with excise or alcohol law, Bottles may restrict categories of beverage, countries of destination or Sellers for sales between Member States.

- Bottles is a platform operator under Council Directive (EU) 2021/514 (DAC7). If you reach the thresholds of that Directive in a calendar year (in general, 30 or more sales or EUR 2,000 or more in consideration), Bottles reports your name, address, date of birth or registration number, tax identification number, bank account and sales figures to the Portuguese tax authority by 31 January of the following year, and gives you a copy of what was reported. Bottles asks you for your tax identification number and country of tax residence for this purpose, in your account's tax information or when you list; if you do not provide them when asked, payouts may be withheld and the account closed, as the Directive requires.

16. Disputes

If the Buyer opens a dispute, you are notified and can reply with photographs and messages on the Platform, normally within 3 days. Buyer and Seller first try to agree a solution in the order conversation. Failing that, Bottles decides on the tracking data, the photographs and video, the Specialist's report and the messages exchanged. The decision determines what happens on the Platform: payout, refund in full or in part, return of the Lot. It does not limit your right to go to court or to use alternative dispute resolution. Where the Buyer is a Consumer and you are a Trader Seller, the Consumer's legal guarantee of conformity applies to the sale and cannot be excluded.

17. Trader Sellers: ranking, notice and complaints

The Terms set out, for all Users, the main parameters that determine the ranking of Lots and, for Trader Sellers, the notice Bottles gives before changing these documents (at least 15 days), the statement of reasons Bottles gives when it restricts, suspends or terminates an account, the internal complaint procedure and the mediator Bottles is willing to use, as required by Regulation (EU) 2019/1150.

18. Data protection

Your data is processed as described in the Privacy Policy, which also covers Stripe's role as independent controller for identity verification, the carrier, our invoicing provider, the tax reporting in section 15 and the disclosure in section 13.

19. Governing law

Portuguese law governs this Policy. The courts of Portugal have jurisdiction; a Consumer resident in the European Union may also sue in the courts of their country of residence. Consumers may apply to a consumer dispute arbitration centre as described in the Terms and Conditions.

20. Changes

Bottles may update this Policy. Changes take effect on publication and apply to listings created afterwards. Changes that affect fees, deadlines or your rights are notified at least 15 days in advance, and you are asked to accept the new version before you next list.

This version was published on 8 October 2026 and applies to Private Sellers on acceptance. For Trader Sellers it takes effect on 23 October 2026; until then the previous version applies to them.