

# GENERAL TERMS AND CONDITIONS OF USE OF THE PLATFORM AND ELECTRONIC CONTRACTING

## OBJECT

These general terms and conditions regulate navigation through the Website [www.ibericbox.com](http://www.ibericbox.com) hereinafter, "the Website", the acquisition of the status of User, the rights and obligations associated with such condition, as well as commercial transactions and the use of the services contained therein. The Website is managed by IBERIC PREMIUM, S.L (hereinafter, IBERIC PREMIUM) with address at Calle Travessera de Gracia, 18-20, 08021, Barcelona (Spain); Provided with C.I.F number B-86419017, and registered in the Commercial Register of Barcelona, Volume 44,586, Page 169, Sheet B-460,574.

The condition of user allows the use of the services for which the prior identification and the acquisition of the goods that could be offered through the Website are necessary.

## REQUIREMENTS FOR USER STATUS

Persons of legal age and with full capacity to contract to subscribe to these Terms and Conditions of Use (hereinafter "the User") can acquire the condition of User

The acquisition of the condition of User implies the express reading and acceptance and without any reservation of the terms of these Terms and Conditions and of the Legal Notice and the Privacy Policy of the Website, which states that it has previously known its acceptance, being able to be stored and reproduced by it. Registration as a User of the Website is an essential requirement for contracting the services or acquiring the goods that appear on the Website.

To register as a User of the Website, you must indicate the following personal data:

- Name and surname
- Contact information: telephone and e-mail
- Delivery address
- Exceptions in delivery (delivery in goal, etc.)

The User will be able to access the Service through the Website using the username and password that will be generated during the registration process at the time they sign these Terms and Conditions of Use.

The generated username and password that will allow the User to identify themselves and use the service are strictly personal and confidential. The User will be responsible for maintaining the confidentiality of the same. Consequently, the User expressly accepts that IBERIC PREMIUM presumes

that the uses of the service made using their identification codes are made by the registered user, unless they have previously reported the loss or theft of them, in which case they must immediately proceed to your change. The password may be freely modified by the User, through the procedures that IBERIC PREMIUM has established for this purpose. The replaced password will be canceled as a means of identification, at the same time the new one is generated.

IBERIC PREMIUM may block access and use of the Website when it deems it necessary for security reasons. The Service will be automatically blocked in the event that three successive errors occur in the allocation of the User passwords for access or use.

IBERIC PREMIUM will adopt the organizational and technical measures in its computer equipment aimed at achieving an adequate use of the Service by Users and avoiding unauthorized access, the purpose of which is to proceed with unauthorized disclosures of the content of the User's financial information accessible through the Service.

## ORDER PLACEMENT

For the acquisition of a product or service, it is not necessary to hold the condition of User, the visitor of the Web Page being able to buy the products without having previously registered or registering as a user as appropriate.

The product or products under contract will have the following information incorporated:

1. Characteristics
2. Payment method
3. Price and taxes
4. Delivery costs and conditions
5. Conditions of validity of the offer, if applicable.

The minimum order value will be € 39.

The receipt of the acknowledgment of receipt does not imply that the order has been accepted, since it is itself an offer from the User to make a purchase. Orders are subject to verification and acceptance by IBERIC PREMIUM.

IBERIC PREMIUM will confirm acceptance by sending the User an e-mail with the shipping confirmation, only at this time will the contract between the User and IBERIC PREMIUM be formalized.

Payment approval terms vary depending on the form of payment. In no case will IBERIC PREMIUM be responsible for the approval period of your payment.

IBERIC PREMIUM in accordance with the provisions of article 27.1 of Law 34/2002, of July 11, on services of the information society and electronic commerce, expressly states that it will archive the electronic document in which the Contracting the Service, which will be formalized in Spanish.

Once the order is placed, an invoice will be sent to the contact information provided by the User.

In the event that the payment is not accepted for any reason, the User will be informed, canceling the process of placing the order, and must be made again. IBERIC PREMIUM will not be responsible in any case for the consequences that the cancellation of the order may have for the User.

## AVAILABILITY

In the event of unavailability of the service after you have entered your order, we will inform you of this situation by email in accordance with the information we have received from our suppliers, in which case you will be entitled to a refund of the amounts paid. IBERIC PREMIUM will not be responsible in any case for the consequences that the cancellation of the order may have for the User.

## DELIVERY

The orders will be delivered to the address that the User indicates. Home delivery is guaranteed in the peninsula and the Balearic Islands. No orders are made to the Canary Islands, Ceuta and Melilla.

Shipments to the Peninsula will be made in 24h / 48h. Shipments to the Balearic Islands will be made in 48h / 72h. Delivery times are as follows:

- Orders received before 13 am on the current day: delivery in 24/48 hours.
- Orders received after 13 am on the current day: delivery in 48/72 hours.

The delivery time will be before 1:30 p.m. on the next business day, delivering from Tuesday to Friday. IBERIC PREMIUM will provide a tracking number and link to be able to follow the order online.

Transport logistics is carried out with the company SEUR S.A, service COLD. IBERIC PREMIUM is not responsible for delivery failures that could be due to fault or negligence of the courier company in charge of managing it.

## RIGHT OF WITHDRAWAL

In accordance with the provisions of article 130.d) of Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, the Right of withdrawal will not be applicable to contracts that have as their object the supply of goods that may deteriorate or expire quickly.

IBERIC PREMIUM products have the following generic expiry dates per family:

- Pieces - 365 days
- Briefcase - 182 days

## RETURN POLICY

Notwithstanding the foregoing, in accordance with the quality policy implemented by IBERIC PREMIUM according to the UNE-EN ISO 9001: 2015 Standard, our company develops the following product return policy:

- The IBERIC PREMIUM industry undertakes to replace the merchandise as long as it is due to a quality problem caused during the transport of the product and the customer detects the anomaly within a maximum period of 48 hours from the time the order was received. Therefore, the client must review the merchandise during its reception to verify that:
- the number of boxes received or the quantity of product requested, coincides with the quantities reflected on the delivery note.
- the merchandise arrives in perfect condition, it is received in perfect condition and without damage, so the return of merchandise after receipt must be perfectly justified.
- the product temperature is in accordance with the following requirements:
  - frozen: between  $-15^{\circ}\text{C}$  and  $-18^{\circ}\text{C}$
  - refrigerated: between  $0^{\circ}\text{C}$  and  $5^{\circ}\text{C}$
- Any incident regarding the above **will always be reflected in the supplier's delivery note**, and additionally it must be communicated by the customer to IBERIC PREMIUM by completing the Contact Form available on the Website or through the following email address [supportib@ibericbox.com](mailto:supportib@ibericbox.com)
- Any deviation from the temperature requirements, expiration dates or any other incident will be reported to the IBERIC PREMIUM sales department
- The company receiving IBERIC PREMIUM products undertakes to store and distribute them correctly according to the following instructions:
  - Frozen and / or refrigerated products must be stored according to optimal storage conditions. The cold chain must be maintained at all times to avoid the possible loss of quality of IBERIC PREMIUM products.
  - In the case of vacuum-packed products, special care will be taken during their handling and storage so as not to accidentally perforate the bags, which would cause a loss of the vacuum that would facilitate the consequent deterioration of the product.
  - Canned products must be kept in perfect storage conditions, in a cool and dry place. At the same time, special care will be taken to prevent them from falling to the ground and hitting each other, leading to breakage of the closure since in this case IBERIC PREMIUM is not responsible for the product.
- In the event that the merchandise proves to be defective and has been communicated via telephone or email, IBERIC PREMIUM will open an incident, initiating the corresponding investigation into the veracity and cause of the incident, which once confirmed will grant the client the right to a voucher whose value will be equivalent to the value of the defective product less the transportation costs incurred in the return.

## PRICES

The prices are reflected in euros. The prices and conditions shown are valid at all times, and are valid only as long as they are visible on the Website during the open session and limited to available stocks. To the price must be added the delivery costs, which are billed at the end of the order in supplement to the price of the selected products, which will be assumed by the User.

Shipping costs are included in the price from € 120. Shipments of amounts less than € 120 will be € 11.90 for the Peninsula and € 30 for the Balearic Islands. On the fixed prices, the rates, taxes or encumbrances will be applied, which are in force at all times and must be legally applied.

IBERIC PREMIUM reserves the right to modify the prices of the products at any time, respecting in any case the current rates of pre-existing orders.

IBERIC PREMIUM reserves the right to apply discounts, discount vouchers or any other promotions for the acquisition of its products. The conditions to benefit from these promotions will be those that are detailed in each case.

## **PAYMENT METHODS**

Payment may be made by transfer using any of the following forms of payment:

### **Credit cards.**

Payment by credit cards will be made through BANC SABADELL S.L. At no time during the purchase procedure will IBERIC PREMIUM know the information related to the customer's credit card, which are digitized directly on the payment gateway of the entity that issues their card (with security systems that prevent interception, modification or falsification. of the information). No IBERIC PREMIUM computer file contains or preserves such data. In no case can IBERIC PREMIUM be therefore held responsible for any fraudulent and improper use of credit cards by third parties, at the time of payment for products purchased at IBERIC PREMIUM.

### **Paypal.**

The Registered User may make the payment through their Paypal account indicating their username and password. Payment through Paypal is subject to the particular conditions of the Registered User account. Payment through PayPal includes a commission to the user.

The Registered User will be responsible for communicating to IBERIC PREMIUM all the data necessary for the correct billing of the services, which must be truthful, current and in line with reality, especially regarding payment methods.

The Registered User will be responsible for any damages that may be caused to IBERIC PREMIUM or to third parties for the data provided, as a consequence of the use of outdated, false or data that do not correspond to reality and for the use by of third parties of the personal keys of the Registered User, especially regarding those data provided for billing.

In case of contracting on behalf of a legal person, the contracting Registered User will be responsible for the reality of their ability to contract on behalf of said legal person, answering in the alternative for any non-payment derived from the

lack of veracity in them. For its part, the represented legal person, once the first payment derived from the contract is accepted, may not oppose the subsequent invoices for the lack of authorization or the defect or revocation of powers of the contracting natural person if it does not expressly communicate it and prior to IBERIC PREMIUM.

IBERIC PREMIUM will proceed, immediately, to the validation of the order by the User, to the invoicing of the amount corresponding to the contracted products and to the collection of the amounts accrued.

## **LIABILITY**

The User is obliged to:

1. Communicate to IBERIC PREMIUM all the data necessary for accessing and using the services that require prior identification, which must be true, current and in line with reality.
2. Adopt the necessary security measures, both personal and material, to maintain the confidentiality of your username and password, as well as immediately notify IBERIC PREMIUM The loss, loss, theft, theft or illegitimate access of your username, as well as its knowledge by third parties.
3. Make appropriate use of the Services included on the website, always in accordance with the legal system.
4. Not to carry out any activity that hinders or interferes with the operation of the Services, included on the website.
5. To pay for the services that had been contracted through the Website
6. To respect the terms and conditions of use of the products object of acquisition.

The User will be responsible for the damages that may have been caused to third parties, for the data provided, enumerative and not limiting as a consequence of the following actions:

1. Use of data that is not updated, false or that does not correspond to reality.
2. Use by third parties of the User's personal passwords.
3. The inclusion of comments or content on the Website that could be injurious. obscene, xenophobic, that constitute an apology for violence, or that in any way violates morality, public order, fundamental rights or is contrary to the current legal order.
4. To provide the contact details that allow the contracted services or requests through the Website to be made available to them. In the opposite case, IBERIC PREMIUM will not be responsible in any case for possible delays or failures in the delivery of the same.

IBERIC PREMIUM is obliged to:

1. Provide the access codes to the service, as well as guarantee its confidentiality and integrity.

2. Respond with all possible diligence to all queries that may be ordered by the User derived from the use of the services included on the website.

## **LIABILITY DISCLAIMER**

The products and services offered through the Website comply with the provisions of the Spanish legal system. IBERIC PREMIUM is not responsible for those products that are not in accordance with the provisions of the legal system of other countries to which the services could be provided and / or the products offered through the Website could be sent.

IBERIC PREMIUM will not assume any responsibility for damages, losses that may be suffered as a result of events that could not have been foreseen, or that were expected to be unavoidable, either due to unforeseen circumstances or force majeure.

IBERIC PREMIUM is not responsible for any failure, technical error, accident, breakdown, manipulation, interruption in the Service or any other incident that may arise in products, equipment or technical services outside IBERIC PREMIUM whose use is necessary for the provision of the Service. IBERIC PREMIUM will not be responsible in the event of unavailability of the Service due to force majeure or temporary suspension thereof for technical reasons.

## **HYPERLINKS**

The inclusion of electronic links to this Website is prohibited unless expressly authorized by IBERIC PREMIUM. In the event that this Website contains links to content owned by third parties, IBERIC PREMIUM is not responsible for their content. IBERIC PREMIUM will withdraw any link as soon as it becomes aware by any means of the illegality of its content or that the property or rights of a third party are injured from them.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY**

The Website, its source code and the content it houses are protected by national and international intellectual and industrial property regulations. They may not be exploited, reproduced, distributed, modified, publicly communicated, transferred or transformed, unless expressly authorized in writing by the rights holders. The design, images, labels, distinctive signs, trade name, brands, logos, products and services that this Website contains are protected by Industrial Property law.

Access to this Website does not grant users the right or any ownership over the intellectual or industrial property rights or the content it contains. Users who access this Website may not copy, modify, distribute, transmit, reproduce, publish, assign or sell the aforementioned elements or create new products or services derived from the information obtained without the express written permission of IBERIC PREMIUM.

Altering the content or structure of this Website by the user is strictly prohibited.

IBERIC PREMIUM reserves the possibility of exercising the corresponding legal actions against users who violate or infringe intellectual and industrial property rights.

## **PERSONAL DATA PROTECTION**

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 relating to the protection of natural persons with regard to the processing of personal data and the free movement of these data and by which Directive 95/46 / CE (RGPD), Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD) and any other regulations on the subject of Applicable data protection, IBERIC PREMIUM informs you that the personal data provided during the registration process will be processed and included in a Database of information owned by IBERIC PREMIUM, whose purpose is to manage the use of the services included on the website, their navigation through it and I processing of requests and orders made by Users of our services offered through this Website and, where appropriate, their billing.

The personal data that is marked with an asterisk in the user registration form is essential for the stated purpose, the absence of such data would mean the cancellation of your order.

The User guarantees that he is the owner of the personal data provided and that these are authentic. The consequences of providing false data will be the responsibility of the user. In case of variation in the data provided, the user agrees to communicate it through the process enabled for this purpose on the Website.

The interested party has recognized their rights to access, rectification, deletion, limitation, opposition and portability of their data, responsibility of IBERIC PREMIUM. As long as the purpose of the data processing exists or you have not expressly deleted your personal data from our common Databases, we will continue to process your data as they are necessary for the treatment and continue to be interested in being part of it. At any time, the interested party may exercise their rights by sending a postal communication to IBERIC PREMIUM at the address indicated above or via email to the address [supportib@ibericbox.com](mailto:supportib@ibericbox.com), attaching a document proving their identity and expressly stating the right you want to exercise.

The interested party is protected by the right to withdraw their consent for the treatment by IBERIC PREMIUM. Likewise, you have the right to direct your claims arising from the processing of your personal data before the Spanish Agency for Data Protection ([www.agpd.es](http://www.agpd.es))

## **UPDATE AND CHANGES ON THE CONTRACT CONDITIONS**

IBERIC PREMIUM may add new functionalities to the Website. In the event that said implementation involves a modification of the Terms and Conditions of Use, the User will be informed for acceptance, through the website, by e-mail or



any of the usual channels that IBERIC PREMIUM uses to send communications.

If the User does not agree with them, they will have a period of fifteen days from the communication to resolve the contract through reliable communication to IBERIC PREMIUM. The passage of the aforementioned fifteen-day period without the User having stated anything to the contrary, will imply full acceptance of the new conditions.

IBERIC PREMIUM reserves the right to incorporate all kinds of improvements and modifications to the Service, either in terms of access to it or in relation to any other requirement or circumstance that in each case it deems appropriate.

## **CONTACT**

For any question or query, particularly in the event of any problem during the purchase process, the User may contact IBERIC PREMIUM, through the following means:

E-Mail: [supportib@ibericbox.com](mailto:supportib@ibericbox.com)

## **GOVERNING LAW AND JURISDICTION**

These Conditions of Sale shall be interpreted in accordance with the rules of Spanish law. However, the law of the country in which you reside may contain more favourable rules, to which you may avail yourself.

For the resolution of disputes that may arise from the interpretation, validity and execution of these Conditions of Sale, if you are a resident or citizen of the European Union, you can go to the European Commission's Online Dispute Resolution Platform, through the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>.

Alternatively, you may also apply to the Courts and Tribunals that have jurisdiction in accordance with the provisions of the applicable legislation.

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