

## LEGAL TERMS AND CONDITIONS

Details of the company in charge

- **Identity of the Responsible:** COLIBRÍ SPIRITS S.L.U.
- **Trade name:** COLIBRÍ
- **NIF/CIF:** B72908825
- **Address:** C/ Ramon Turro 100 6-4. 08005 (Barcelona, SPAIN)
- **E-mail:** kristine@roncolibri.com

In this space, the user will be able to find all the information related to the legal terms and conditions that define the relationship between the users and myself as the person responsible for this website. As a user, it is important that you are aware of these terms before continuing your navigation.

COLIBRÍ SPIRITS S.L.U., as the party responsible for this website, is committed to processing the information of its users and customers with full guarantees and to complying with the national and European requirements that regulate the collection and use of the personal data of its users.

This website therefore strictly complies with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons (RGPD), Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD), as well as with Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSICE or LSSI).

### General conditions of use

These General Conditions regulate the use (including mere access) of the web pages that make up the Colibrí Spirits website, including the content and services made available on them. Any person accessing the web, roncolibri.com ("user") agrees to be bound by the General Conditions in force at all times at roncolibri.com portal.

### Personal data collected and how its collected

Read Privacy Policy.

### Commitments and obligations of users

The user is informed and accepts that access to this website does not in any way imply the start of a commercial relationship with COLIBRÍ SPIRITS S.L.U. In this way, the user undertakes to use the website, its services and contents without contravening current legislation, good faith and public order.

It is forbidden to use the website for illicit or harmful purposes, or in any way that may cause damage or impede the normal operation of the website. With regard to the contents of this website, it is prohibited:

- Reproduction, distribution or modification, in whole or in part, unless authorised by me as the lawful owner;
- Any infringement of the rights of the provider or of me as the legitimate owner;
- Their use for commercial or advertising purposes.

In the use of the web, roncolibri.com the user undertakes not to carry out **any conduct** that could damage the image, interests and rights of COLIBRÍ SPIRITS S.L.U. or third parties or that could damage, disable or overload the portal roncolibri.com or prevent, in any way, the normal use of the web.

However, the user should be aware that the security measures of computer systems on the Internet are not entirely reliable and therefore roncolibri.com can not guarantee the absence of malware or other elements that may cause alterations in computer systems (software and hardware) of the user or their electronic documents and files contained therein although I put all the necessary means and appropriate security measures to prevent the presence of these harmful elements.

### **Security measures**

The personal data communicated by the user to roncolibri.com may be stored in automated or non-automated databases, the ownership of which corresponds exclusively to COLIBRÍ SPIRITS S.L.U., which assumes all the technical, organizational and security measures that guarantee the confidentiality, integrity and quality of the information contained therein, in accordance with current data protection regulations, The communication between users and roncolibri.com uses a secure channel, and the data transmitted are encrypted thanks to https protocols, therefore, I guarantee the best security conditions so that the confidentiality of users is guaranteed.

### **Conflict resolution platform**

I also make available to users the dispute resolution platform provided by the European Commission, which is available at the following link: <http://ec.europa.eu/consumers/odr/>.

### **Intellectual and industrial property rights**

Pursuant to the Intellectual Property Law, the reproduction, distribution and public communication, including making available, of all or part of the contents of this website, for commercial purposes, on any medium and by any technical means, without the authorization of COLIBRÍ SPIRITS S.L.U., are expressly prohibited without the authorization of COLIBRÍ SPIRITS S.L.U. The user undertakes to respect the Intellectual and Industrial Property rights owned by COLIBRÍ SPIRITS S.L.U.

The user acknowledges and accepts that the entire website, including but not limited to text, software, content (including structure, selection, arrangement and presentation thereof), podcasts, photographs, audiovisual material and graphics, is protected by trademarks, copyright and other legitimate rights, in accordance with international treaties to which Spain is a party and other property rights and laws of Spain.

In the event that a user or third party considers that there has been a violation of their legitimate intellectual property rights due to the introduction of certain content on the website, they must notify this circumstance to COLIBRÍ SPIRITS S.L.U. indicating:

- Personal details of the data subject who is the holder of the allegedly infringed rights, or indicate the representation under which he/she is acting in the event that the complaint is submitted by a third party other than the data subject.
- Indicate the contents protected by intellectual property rights and their location on the website, accreditation of the intellectual property rights indicated and an express declaration in which the interested party accepts responsibility for the veracity of the information provided in the notification.

Disclaimer of warranties and liability

**COLIBRÍ SPIRITS S.L.U. does not grant any guarantee nor is it responsible, in any case, for damages of any nature that may be caused by:**

- The lack of availability, maintenance and effective functioning of the website, or of its services and contents;
- The existence of malware, malicious or harmful programs in the contents;
- Illegal, negligent, fraudulent use or use contrary to this Legal Notice;

- The lack of legality, quality, reliability, usefulness and availability of the services provided by third parties and made available to users on the website.
- The provider accepts no liability whatsoever for any damage resulting from illegal or improper use of this website.

### **Applicable law and jurisdiction**

In general, relations between COLIBRÍ SPIRITS S.L.U. and the users of its telematic services on this website are subject to the legislation of SPAIN.

COLIBRÍ SPIRITS S.L.U. is committed to transparency and clarity in the commercial transactions carried out on this website, guaranteeing a space committed to the rights of users and customers. For this reason, I recommend that before purchasing the products that I make available to you on this website, you read these Terms and Conditions that apply to said purchase.

These Conditions regulate the contractual relationship between COLIBRÍ SPIRITS S.L.U. (registered in Barcelona, SPAIN), NIF number B72908825, whose main activity consists of selling spirits and coffee, and the buyer who purchases the products offered at roncolibri.com (hereinafter, the "Buyer").

These Conditions are available to the Buyer in the English language and may be accessed and downloaded by the Buyer at any time.

The Conditions may undergo modifications at any time, which will be notified to the Purchaser by e-mail or notice on the website owned by COLIBRÍ SPIRITS S.L.U.

### **Age of buyer**

Purchases of alcohol beverages may only be made by persons over 18 years of age, in their own name and in their own right. Otherwise, the responsibility for orders placed by minors shall be borne by the parents or legal guardians of the minor.

Purchases of coffee may only be made by persons over 14 years of age, in their own name and in their own right. Otherwise, the responsibility for orders placed by minors shall be borne by the parents or legal guardians of the minor.

### **Purchasing Process**

1. The Buyer must select the product(s) and include them in the Shopping Cart.
2. The Buyer must confirm the products included in the Shopping Cart.
3. The Buyer must complete the registration form in which he/she is asked for the necessary data to manage the order and make the shipment.
4. The Buyer must choose the shipping method.
5. The Buyer shall accept the General Conditions of Purchase.
6. The Buyer shall choose the method of payment and proceed to make the payment.
7. The Buyer will receive an email confirming his order.

### **Products and offers**

The offers presented by roncolibri.com are valid within the limit of available stocks. COLIBRÍ SPIRITS S.L.U. reserves the right to modify the product range according to the constraints imposed by its suppliers.

The photographs, graphics and descriptions of the products offered for sale are for guidance only and do not commit COLIBRÍ SPIRITS S.L.U. in any way.

### **Prices and payment. Invoicing**

All prices include the VAT applicable on the day of the order, any change in the VAT rate will be automatically applied to the prices of the products on sale at roncolibri.com.

Offers on products on sale at roncolibri.com will be shown in the "Offers" section or indicated in the product file and, unless otherwise indicated, will be valid as long as they are shown on the screen.

The following forms of payment are accepted:

- Bank Card: roncolibri.com uses the following payment gateways:

Gateway: Banc Sabadell. The bank cards accepted by this gateway are: Visa, MasterCard, Maestro, American Express.

Any other type of card other than those listed above will not be accepted for payment. By means of this payment method, COLIBRÍ SPIRITS S.L.U. does not collect or manipulate any customer data relating to their card number. All data is processed directly by the corresponding financial institution, thus offering the greatest security and confidentiality in the transaction.

The purchase invoice is sent to the email address indicated by the Purchaser during the registration process at roncolibri.com.

### **Shipping and delivery times**

1. The purchased products will be delivered to the person and address indicated in the order.
2. On Saturdays, Sundays and public holidays there will be no deliveries or deliveries.
3. However, delay shall not entail cancellation of the order or compensation.
4. An order is considered delivered when the carrier delivers the parcel(s) to the customer and the customer signs the delivery receipt document.
5. It is the customer's responsibility to check the condition of the goods on receipt and to indicate any anomalies on the delivery note.

### **Returns and right of withdrawal**

#### **Returns**

- The product is defective or has been damaged during transport:  
In the event that the product is defective, the Buyer may return it with all its accessories, with COLIBRÍ SPIRITS S.L.U. assuming the shipping costs generated by the delivery of the product and its return. COLIBRÍ SPIRITS S.L.U. will resend the repaired or replaced product free of charge. If the product has been damaged during transport, the Buyer must inform me within 24 hours of receiving the product and note the incident on the carrier's delivery note. Upon receipt of the order, before opening the package, the Buyer must check that the packaging is in good condition. If the Buyer notices any anomaly before opening the product, please do not open the seal or the packaging. COLIBRÍ SPIRITS S.L.U. will provide the

Buyer with my transport company to collect the goods, free of charge. If the Buyer wishes to return the goods with a transport company other than the one proposed by COLIBRÍ SPIRITS S.L.U., and the transport company selected by the Buyer offers higher rates, the Buyer shall bear the difference in transport costs.

- The product does not arrive at its destination or does not match the description I publish:  
In the event that the purchased product does not arrive at its destination, COLIBRÍ SPIRITS S.L.U. will refund the Buyer in full. If, on receiving the product, the Buyer observes that it does not match the description I publish in my online shop, COLIBRÍ SPIRITS S.L.U. will refund the Buyer in full or in part. To do so, the Buyer must contact COLIBRÍ SPIRITS S.L.U. by email at [kristine@roncolibri.com](mailto:kristine@roncolibri.com) to process the return of the order.

In the event that the customer has returned a product on the basis of an alleged defect or error in the goods, and it is finally determined that no such defect or error exists, the cost of returning the product shall be borne by the customer.

### **Buyer services**

You can contact COLIBRÍ SPIRITS S.L.U. by sending an email to [kristine@roncolibri.com](mailto:kristine@roncolibri.com). I would also like to inform you that if you submit a complaint or claim through this channel and you are not satisfied with the solution I provide, if you wish, you can go to the Spanish Consumer Portal.

### **Data protection**

The [privacy policy](#) published on the website shall apply and to which I refer in order to avoid unnecessary repetition in relation to the Buyer's personal data provided by the Buyer for the purchase of my products.

However, the following information is provided in accordance with the General Data Protection Regulation and the Organic Law on Data Protection and Guarantee of Digital Rights.

The personal data you provide for the purchase of my products will be used to process the purchase. The legal basis for the processing of data for this purpose is the execution of these contractual conditions.

Your data may also be used to send you information about my products and services by electronic means. The legal basis for processing your data for this purpose is the legitimate interest of COLIBRÍ SPIRITS S.L.U. in building customer loyalty and keeping you informed about my services and products that may be of interest to you. You may object to receiving this information by means of the simple and free procedure that I make available to you in each commercial communication.

Interested persons have the right to:

- Request access to personal data relating to the data subject.
- Request its rectification or erasure.
- Request the restriction of their processing
- Oppose treatment
- Request data portability

To do so, you can send a letter to [kristine@roncolibri.com](mailto:kristine@roncolibri.com).

Data subjects also have the right to lodge a complaint with the supervisory authority, in this case the Spanish Data Protection Agency, if they consider that the processing of personal data concerning them is in breach of data protection legislation.

### **Applicable law and jurisdiction**

The parties submit to the laws of ES for the resolution of any disputes that may arise and to the courts and tribunals of the Buyer's domicile as user or consumer.

### **Online litigation platform**

The European Commission provides an online dispute resolution platform which is available at the following link: <http://ec.europa.eu/consumers/odr> Consumers will be able to submit their complaints through the online dispute resolution platform.

Last updated Conditions on 25-06-2023.