

Terms and Conditions

Last updated: November 7th, 2025

1. Introduction

These **Terms and Conditions** ("Terms") govern the use of the **Bottles** online auction and marketplace platform operated by **BOTTLES EU LDA** ("Bottles", "we", "us", "our").

Registered Address:

Praceta Fundo De Vila, N.º 50, 3.º Esq. K,
São João da Madeira, Aveiro, Portugal

VAT No.: 518 377 385

Customer Support Contacts:

- **PT Portuguese Line:** +351 914 021 381
- **GB English Line:** +1 973 975 6042
- **FR French Line:** +33 6 88 90 74 26
- **Email:** info@bottles.pt

By accessing or using the Bottles platform, users ("you", "your") agree to comply with these **Terms**, the **Buyers Policy**, the **Sellers Policy**, and the **Privacy & Cookies Policy**.

These Terms comply with **EU and Portuguese consumer and e-commerce law**, including:

- Directive 2011/83/EU
 - Directive 2019/2161
 - Directive 2005/29/EC
 - PSD2
 - GDPR (EU 2016/679)
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2. Eligibility and Registration

- Users must be at least **18 years old** to register or transact on Bottles.
- By using the platform, you confirm that you are **legally permitted to buy, sell, or receive alcohol** in your country of residence.
- **BOTTLES EU LDA** may request **proof of identity, age, or ownership** at any time to comply with **KYC** and **AML** regulations.

- Failure to provide accurate or lawful information may result in **suspension or termination** of your account.
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3. Platform Role

BOTTLES EU LDA acts solely as an **intermediary**, providing a secure platform for Buyers and Sellers to connect.

Contracts for the sale of goods are concluded **directly between the Buyer and Seller**, and BOTTLES EU LDA is **not a contracting party** to those transactions.

Bottles does not guarantee the **authenticity, value, or condition** of any listed item but ensures **due diligence** through its **Bottles Specialists (BXs)**.

4. Buyers Policy Summary

When bidding or purchasing through Bottles:

- All bids are **final and binding**.
 - The winning bid forms a **legally enforceable purchase obligation** between Buyer and Seller.
 - Buyers must **complete payment** within the displayed deadline.
 - BOTTLES EU LDA holds payment securely until **delivery is confirmed**.
 - **No withdrawal or cancellation rights** apply once a bid is won (Directive 2011/83/EU, Art. 16(k)).
 - Refunds apply **only in cases of non-delivery, fraud, or material misrepresentation** by the Seller.
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5. Sellers Policy Summary

When listing or selling on Bottles:

- Sellers must be **at least 18 years old** and the **legal owner** of the item.
- Listings are **reviewed by Bottles Specialists (BXs)** before publication.
- BXs assess **authenticity, legality, condition, and suitability** — their approval is **non-binding** and does not guarantee authenticity or value.
- A **9% seller commission** applies to successful sales only.
- Sellers must **ship items safely and on time**, using **tracked delivery**.
- Payment is released after **delivery confirmation** or after **three days** if no dispute arises.
- BOTTLES EU LDA may **withhold or reverse payments** in cases of **fraud, counterfeit goods, or policy breach**.

6. Fees and Payment Terms

- Buyers pay the **winning bid**, a **6% buyer's premium**, and any **applicable taxes or duties**.
- Sellers pay a **9% commission** upon successful sale.
- All payments are processed securely under the **EU PSD2 Directive** through licensed partners (e.g., **Stripe**).
- Prices displayed include **all known fees and VAT**, where applicable.
- BOTTLES EU LDA reserves the right to **update fees and commissions** at any time, effective upon publication.

7. Bottles Specialists (BXs)

Bottles Specialists (BXs) are marketplace professionals who review listings prior to publication.

They provide evaluations based on **authenticity, legality, and market standards**.

BX approval is **advisory and non-binding** — it does not replace the Seller's legal responsibility.

BX decisions are made in **good faith** and without liability to **BOTTLES EU LDA**.

8. Prohibited Conduct and Account Suspension

Users agree **not to**:

- Submit false, misleading, or illegal listings.
- Engage in **fraud, manipulation, or bid rigging**.
- Sell **counterfeit, stolen, or adulterated** products.
- Abuse platform systems or other users.

BOTTLES EU LDA may **suspend or terminate** accounts and **withhold payments** if such activities are detected and may **report violations** to relevant authorities.

9. Data Protection, Privacy & Cookies

BOTTLES EU LDA complies fully with the **General Data Protection Regulation (GDPR – EU 2016/679)**.

Personal data is processed lawfully for:

- Identity verification, age checks, and **KYC compliance**
- Payment processing and **fraud prevention**
- Transaction management and communication

Data is stored securely and retained only as **legally required**.

Users have rights of **access, correction, erasure**, and **data portability** under GDPR.

For full details, see the **Privacy & Cookies Policy**, which explains cookie usage, analytics, and consent in accordance with the **ePrivacy Directive (2002/58/EC)**.

10. Taxes, Customs, and Compliance

- Sellers are solely responsible for **declaring income, VAT, customs, and excise duties** in compliance with their national tax laws.
 - BOTTLES EU LDA is **not liable** for any Seller's tax obligations or import/export restrictions.
 - Buyers must ensure **import legality** in their country before placing bids.
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11. Dispute Resolution

In case of dispute between Buyer and Seller, **BOTTLES EU LDA** mediates based on:

- Tracking and delivery data
- Photo or video evidence
- BX evaluation reports
- Platform communication records

Bottles' mediation decision is **binding within the platform**.

Consumers may also use the **EU Online Dispute Resolution (ODR)** platform:

<https://ec.europa.eu/consumers/odr>

12. Governing Law and Jurisdiction

These Terms are governed by the **laws of Portugal**, without prejudice to mandatory consumer-protection laws in the user's country of residence.

All disputes arising from these Terms shall be subject to the **exclusive jurisdiction of the courts of Portugal**.

13. Amendments

BOTTLES EU LDA may modify these Terms at any time.
Updates take effect **upon publication** on the Bottles website.
Continued use of the platform constitutes **acceptance of the updated Terms**.

14. Contact Information

For all inquiries or legal correspondence, please contact:

BOTTLES EU LDA

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