

Buyers Policy

Last updated: November 10th, 2025

1. Purpose of this Policy

This Buyers Policy (“Policy”) applies to all users who purchase items through the **Bottles EU** online auction platform, operated by **Bottles EU Lda**, a company registered in Portugal.

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 Service / 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 registering an account, placing a bid, or purchasing any item, you agree to comply with this Policy, the **Terms of Use**, and the **Privacy Policy**. This Policy complies with EU consumer-protection law, including **Directive 2011/83/EU**, **Directive 2019/2161 (Omnibus)**, and the **EU GDPR**.

2. Eligibility

- Only users aged **18 years or older** may register and purchase alcoholic items.
 - By bidding, you confirm that you are **legally permitted to buy and receive alcohol** in your country of residence.
 - Bottles EU may request **identity or age verification** at any time. False declarations may result in account suspension or termination.
 - Bottles EU processes verification data solely for legal-compliance purposes under **GDPR Art. 6(1)(c)**.
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3. Buyer Responsibilities

As a Buyer, you agree to:

- Provide **accurate billing, delivery, and contact details**.
 - Verify that the **import and possession** of alcoholic products are lawful in your country.
 - Pay the **winning-bid amount, buyers's fee**, and any applicable **shipping, duties, or taxes**.
 - **Inspect delivered items promptly** and report issues within the specified time frame.
 - Use the platform **in good faith** and refrain from fraudulent or abusive behaviour.
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4. Bidding and Binding Purchase

- All **bids are final and binding** once placed.
 - The **winning bid** creates a legally binding purchase obligation between Buyer and Seller.
 - Bottles EU acts solely as an **intermediary auction platform**; the contract is concluded **directly between Buyer and Seller**.
 - Failure to pay, bid manipulation, or non-cooperation may lead to **suspension and possible legal action**.
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5. Buyer Fees and Payments

- A **buyer's premium of 6%** is added to the winning bid.
 - Total prices displayed before bidding include **all known fees and taxes**, in compliance with EU transparency rules.
 - Payments are processed securely through approved partners (e.g., **Stripe**) under **EU PSD2 standards**.
 - Payment must be completed within the **deadline shown in your account dashboard**.
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6. Payment Release and Delivery Protection

- Bottles EU holds the Buyer's payment in **escrow** until delivery is confirmed.
 - The Seller receives payment **only when delivery is successfully completed and accepted**.
 - In cases of **non-delivery, damage, or misrepresentation**, Bottles EU will assist in resolving the issue or arranging a refund.
 - Buyers must **report any issue within 48 hours of receipt**.
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7. No Withdrawal or Cancellation Rights

In accordance with **Article 16(k) of Directive 2011/83/EU**, all auctions on Bottles EU are **exempt from the standard 14-day consumer withdrawal right**.

By placing a bid, you acknowledge and agree that:

- Once you win an auction, you are **legally obliged to pay** for the item.
 - **No withdrawal, cancellation, or refund** is permitted after the auction closes.
 - Refunds apply **only** in cases of **non-delivery, fraud, or material misrepresentation** by the Seller.
 - This rule is clearly disclosed before bidding to ensure **full legal compliance**.
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8. Data Protection

Bottles EU processes personal data strictly in accordance with the **General Data Protection Regulation (GDPR – Regulation (EU) 2016/679)**.

Data is used only for:

- Identity and age verification
- Payment processing and fraud prevention
- Order fulfilment and delivery tracking

For details, see our **Privacy Policy**.

9. Dispute Resolution and Governing Law

- Bottles EU seeks **amicable resolution** through customer support.
 - Buyers may also use the **EU Online Dispute Resolution (ODR) platform**:
<https://ec.europa.eu/consumers/odr>
 - This Policy and any related disputes are governed by **Portuguese law**, without prejudice to **mandatory consumer-protection rights** in the Buyer's country of residence.
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10. Amendments

Bottles EU may update this Policy from time to time.

Changes take effect **upon publication** on the Bottles EU website.

Continued use of the platform constitutes **acceptance of the updated Policy**.