

Sellers Policy

Last updated: January 20th, 2026

1. Purpose of this Policy

This Sellers Policy ("Policy") applies to all users who list and sell 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

Seller 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 listing or submitting an item for auction, you agree to comply with this Policy, the **Terms of Use**, and all applicable **laws and regulations**.

2. Eligibility to Sell

- Only users **aged 18 years or older** may sell on the platform.
 - Both **private individuals** and **licensed businesses** are eligible.
 - Bottles EU may request **identity verification, ownership proof, or invoices** at any time.
 - Failure to provide required documents may result in **listing removal** or **account suspension**.
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3. Listing Approval & BX Review

All listings are reviewed by **Bottles Specialists (BXs)** before publication.

- BXs may approve, reject, or request further details.

- Approval is based on **authenticity, legality, condition, and market suitability**.
 - BX approval does **not** guarantee authenticity or value; the **Seller remains responsible**.
 - Bottles EU may decline any listing without justification.
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4. Seller Responsibilities

By listing an item, the Seller guarantees that:

- They are the **legal owner** of the item.
- The item is **authentic, lawful, and not counterfeit**.
- **Descriptions and images** are accurate and not misleading.
- The item is **properly packaged, shipped, and insured**.
- It complies with **alcohol-trade laws** in both origin and destination countries.

The Seller is **fully liable** for any **fraud, misrepresentation, or violation of law**.

5. Commission & Fees

- Bottles EU charges a **9% commission** on **successful sales only**.
 - **No fees** apply if the item does not sell.
 - Fees are **automatically deducted** from payouts.
 - The applicable commission is the one displayed **when the auction is created**.
 - Bottles EU reserves the right to **adjust commission rates**.
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6. Shipping Rules

Once a sale is confirmed:

- The Seller must **ship within the deadline** stated in the Seller Dashboard.
- All shipments must be **secure, trackable, and insured**.
- **Proper packaging** is mandatory to prevent breakage.
- **Tracking details** must be uploaded to the platform.

Failure to ship on time may result in **order cancellation or penalties**.

7. Payment Release

Payments are processed securely via **Stripe** (PSD2 compliant) once delivery is confirmed.

Payment is released when:

1. The **Buyer confirms receipt**, or
2. **Tracking confirms delivery** and no dispute is raised within 48 hours, or
3. **Three (3) days** pass after confirmed delivery without Buyer response.

In case of dispute, payment remains **on hold until resolution**.

8. Mandate of Collection and Payment Processing

By listing an item for sale on the Bottles EU platform, the Seller expressly authorises Bottles EU Lda to collect and receive payments from Buyers **in the Seller's name and on the Seller's behalf**.

The Seller acknowledges and agrees that Bottles EU may temporarily hold such funds, process payments through third-party payment service providers (including Stripe), deduct applicable commissions, fees, taxes, penalties, or chargeback costs in accordance with this Policy, and remit the remaining balance to the Seller by bank transfer or other approved payment method.

The Seller further agrees that Bottles EU is entitled to withhold, suspend, or offset payments in the event of disputes, suspected fraud, policy violations, chargebacks, refunds, or legal or regulatory requirements.

This authorisation remains valid for the duration of the Seller's use of the platform and survives the completion or termination of individual transactions to the extent necessary to settle outstanding obligations.

9. Counterfeit, Misdescription & Fraud

If an item is:

- Counterfeit or adulterated
- Misdescribed or not shipped
- Damaged through negligence
- Illegally traded

Bottles EU may:

- Cancel the transaction
 - Refund the Buyer
 - Withhold or deduct payment to the Seller
 - Charge the Seller for loss or return costs
 - Suspend or permanently ban the Seller
 - Report the matter to **authorities**
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10. Seller Penalties

Violation	Possible Consequences
Failure to ship	Commission loss, account suspension
Counterfeit or illegal goods	Permanent ban, withheld payout, legal action
Misleading description	Payment deduction, dispute ruling against Seller
Abuse or fraud	Account termination, legal referral

Bottles EU reserves the right to **withhold funds** in cases of **policy breach**.

11. Taxes & Invoicing

Sellers are solely responsible for:

- Declaring **income, VAT, customs, and excise duties**.
- Complying with **local and EU tax laws**.

Bottles EU is **not liable** for any seller's tax non-compliance.

12. Dispute Resolution

In case of conflict, Bottles EU mediates between Buyer and Seller based on:

- **Tracking data**
- **Photo or video evidence**
- **BX evaluation**
- **Platform message history**

Both parties agree to **abide by Bottles EU's decision** and cooperate in **good faith**.

13. Platform Rights

Bottles EU may:

- Remove listings or limit selling privileges
 - Request proof of ownership or authenticity
 - Suspend users for violations
 - Block accounts for fraud or misconduct
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14. Data Protection

Seller data is processed according to the **General Data Protection Regulation (GDPR – EU 2016/679)** and used exclusively for:

- **Identity verification and KYC checks**
- **Transaction, payout, and compliance processing**
- **Communication and dispute resolution**

Data is retained only as **legally required**.
See our **Privacy Policy** for details.

15. Governing Law & Dispute Resolution

- This Policy is governed by **Portuguese law**.
 - Sellers and Buyers may also use the **EU Online Dispute Resolution (ODR) platform**:
<https://ec.europa.eu/consumers/odr>
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16. Amendments

Bottles EU may update this Policy at any time.
Updates take effect **upon publication**.
Continued use of the platform implies **acceptance of the latest version**.