

General contracting conditions

1. General contracting conditions

1.1 The general contracting conditions, in conjunction with the specific conditions that may be established, will expressly regulate the relations between VINAGRERIAS RIOJANAS S.A., registered business address in Logroño, Avenida de Mendavia No. 8 and VAT Reg. No. A-26.041.418 and third parties (hereinafter "Users") who make use of the internet portal www.riojavina.es (hereinafter the "Portal"), and any third parties who contract products offered through it.

VINAGRERIAS RIOJANAS reserves the right at all times to unilaterally modify, with no prior notice, at any time, the presentation and configuration of the Portal.

1.2. These General Conditions have been prepared in compliance with the provisions established in Law 7/1998 pursuant to General Contracting Conditions, Royal Decree 1906/1999 by means of which telephone or electric contracting is regulated by general conditions implemented under article 5.3 of Law 7/1998, Law 26/1984 General Law for Consumer and User Protection, Law 7/1996 pursuant to Regulation of the Retail Trade, Royal Decree / Law 14/1999 which regulates electronic signatures and other legal provisions that may be applicable.

1.3. By using the VINAGRERIAS RIOJANAS Portal, you become a User. Both visiting and/or purchasing any of the products through the Portal entails accepting as a User, without any reservations of any nature, each and every one of the General Conditions, as well as the Specific Conditions that govern purchases.

1.4. VINAGRERIAS RIOJANAS may, at any time and without prior notice, modify these General Conditions, through publication of said modifications in the Portal so as to make known to Users whenever they visit the Portal or purchase any goods offered through the Portal.

2. Products offered. Purchasing system

2.1. The products offered through the Portal, as well as their characteristics and prices will be shown on the screen and will be available for sale while stocks last.

Offers will be duly indicated on the screen. VINAGRERIAS RIOJANAS reserves the right to decide, at all times, on the products contained on the portal and offered to Users through the Portal. As a consequence, VINAGRERIAS RIOJANA may add new products to be included in the Portal at any time, it being understood that said new products will be governed by the provisions of the General Conditions that are in force at the time, unless otherwise stated. Furthermore, VINAGRERIAS RIOJANAS reserves the right to refrain from

providing access to any of the products offered through the Portal at any time without prior notice.

2.2. For Users to be able to purchase the products offered through the VINAGRERIAS RIOJANAS Portal, they will be requested to register, and consequently Users must be of legal age, i.e. eighteen (18) years old, and must also fill in the details in accordance with the on-screen instructions which will entail carrying out the following instructions:

- Completely filling in the electronic registration form which will appear on the Portal screen following the instructions provided therein.
- Reception in their e-mail inbox of their “User Name” and “Password”.

The User Name and Password are personal and non-transferable. VINAGRERIAS RIOJANAS may, with suitable prior notice, make modifications to user names and/or passwords, in which case the former ones will be rendered invalid.

2.3. Once Users have registered and in order to purchase products, they must select a brand, choose an article and click on the Buy Product button, and then follow the steps in the next pages through to payment. Once payment has been successfully made, we will accept the Order and will notify the user by sending an Order Confirmation by e-mail.

2.4. If VINAGRERIAS RIOJANAS is unable to accept an order, they will contact the User by e-mail as soon as possible. Although VINAGRERIAS RIOJANAS will make every possible effort to supply the products listed in the Order Confirmation, situations may arise where it is not possible to supply said products, for example, if the products are no longer made or are not available or when it is impossible to obtain the relevant components. In these cases VINAGRERIAS RIOJANAS will contact users to inform them and to suggest other alternative products they may wish to purchase. If the suggestions are not accepted, VINAGRERIAS RIOJANAS will cancel the order for the products that they are unable to supply and will refund any amounts paid for said products. Refunding paid amounts represents the full extent of liability to Users if the ordered products cannot be supplied.

2.5. Very occasionally the prices shown for products in the Portal may contain errors and could show a price that is actually lower than the real price. When this happens and, if VINAGRERIAS RIOJANAS confirms the order, they will immediately contact the User in order to issue a new Order Confirmation with the correct price. In the event of the price being higher, Users may cancel their orders and will be refunded with any amounts they have paid.

3. Payment method and order withdrawal

3.1. The prices shown on the screen are expressed in the Euro currency and do not include VAT or any other applicable taxes and are valid, except for typing errors. Intra-community purchases may not be made.

3.2. The delivery charges will be shown on screen to the address provided by the User, which will always be charged to Users.

3.3. Payment for the price of purchased products and delivery charges as shown on the screen will be made by PayPal. For the payment procedure, Users must identify themselves on that payment platform, if they already hold an account, or register as a new user following the indicated instructions.

PayPal is the electronic payment system chosen by VINAGRERIAS RIOJANAS because of its security, speed and simplicity.

3.4. VINAGRERIAS RIOJANAS is obliged to deliver the goods purchased by Users along with the invoice, to the address provided for this purpose in the order form (no products will be delivered to PO Boxes or public internet places), in as short a delivery time as possible, and always before thirty (30) calendar days calculated from the order date. Delivery charges for purchased items will be charged to the Users.

3.5 Users / Purchasers will be provided with seven (7) working days, in accordance with the official calendar of their place of residence, to cancel any purchases without being penalised with any charges, including any charges incurred through returning the item/s. The aforementioned period of seven days will be calculated as of the date the purchaser receives the purchased items.

3.6. In order to be able to choose to return a Product, Users must contact VINAGRERIAS RIOJANAS in order to process the return. Products must be returned in their original packaging and must be undamaged. Users may not return Products and claim refunds if the seal on the bottle has been broken or if it has been manipulated in any other way rendering it damaged.

If the product is delivered damaged due to transport, Users must state this in the haulier's delivery note and contact VINAGRERIAS RIOJANAS to place a claim. Outside this period, VINAGRERIAS RIOJANAS will not take responsibility for any claims made for this reason.

Users must keep a signed copy of the delivery documents provided for the haulier at the time of delivery.

Returned products must be addressed to: VINAGRERIAS RIOJANAS, Avenida de Mendavia No. 8, Logroño (La Rioja), Post Code 26009.

When purchasers exercise their rights to resolution, VINAGRERIAS RIOJANAS will refund any amounts received through bonus, without any deductions and never taking longer than thirty days once the state of the goods has been verified.

Regardless to the above, those cases in which the nature of the contents means it is impossible to carry it out are excluded from the right to withdrawal, without detriment to any claims for damages incurred.

4. Data protection policy

4.1. For the effects of the provisions of Organic Law 15/1999 passed on December 13th, pursuant to Personal Data Protection, VINAGRERIAS RIOJANAS hereby informs Users of the existence of computerised files containing the personal details provided through the Portal kept by and for

VINAGRERIAS RIOJANAS under their responsibility, for the purposes of providing information and marketing the products offered through the Portal, as well as for undertaking promotional and publicity activities that could be in their interest to further and improve our Products adapting our offers to the preferences or needs of Users and to allow more personalised browsing.

4.2. Users expressly accept the inclusion of the details collected while browsing the Portal, or those provided by filling in any form, as well as those stemming from commercial relations and/or delivery of products purchased, in the computerised file containing personal details as described in the foregoing paragraph. During the data collection process, Users will be informed of the obligatory nature or otherwise of providing said information for the delivery of the Products, except for placing order in which case VINAGRERIAS RIOJANAS hereby informs Users that collection of the subsequent data is no longer voluntary and it is therefore required in order to complete the purchase order, to provide information about identity and address since this information is required to complete the sale process.

4.3. Users may exercise their rights as acknowledged by Organic Law 15/1999, concerning the data collected in accordance with the foregoing section, particular their rights to access, rectify or cancel the data and opposition, where relevant, as well as revoking their consent concerning transfer of their data. The rights referred to in the previous paragraph may be exercised by Users by writing a signed letter addressed to the following address: VINAGRERIAS RIOJANAS, Avenida de Mendavia No. 8, Logroño (La Rioja), Post Code 26009, or by e-mail to the following address: tienda@riojavina.es.

4.4. In accepting these conditions, Users give express consent to the transfer or communication of the data in the file referred to in section 4.1. to companies belonging to the VINAGRERIAS RIOJANAS group, whether on Spanish territory or elsewhere, and event in the latter case to companies that could be subject to a non-protection regime that is not comparable to that provided by Spanish Law and with the purpose of these companies processing personal data in order to send out offers and publicity messages.

4.5. Concerning the use of the data included in the aforementioned file, VINAGRERIAS RIOJANAS hereby undertakes to respect confidentiality and to use the data in accordance with the purpose of the file, as well as to store the information and adopt all necessary measures to avoid unauthorised alteration, loss, processing or access to the data, in accordance with the Computerised File Security Measure Regulations for personal details as approved under Royal Decree 994/1999 passed on July 11th.

5. Intellectual and industrial property. Prohibition of hyperlinks

5.1. All the contents shown in the Portal and particularly the designs, texts, graphs, logos, icons, buttons, software, trade names, brands, industrial drawings or any other signs susceptible to industrial and commercial use are subject to the rights of intellectual and industrial property of VINAGRERIAS RIOJANAS or the third parties who hold said rights and authorised inclusion thereof in the Portal.

5.2. Under no circumstances will licences be understood to have been granted, nor revocation, transfer, total or partial cession of said rights, nor

are any rights conferred, especially those of alteration, exploitation, reproduction, distribution or public communication of the contents of the Portal without specific authorisation by VINAGRERIAS RIOJANAS or the corresponding proprietors.

5.3. No links to www.riojavina.es may be established from any other website without prior and specific consent by VINAGRERIAS RIOJANAS.

6. Responsibility of VINAGRERIAS RIOJANAS

6.1. VINAGRERIAS RIOJANAS is only liable for damages to users as a result of using the Portal when said damages are attributable to fraudulent action by them. Users hereby acknowledge and accept that the use of the Portal, and purchasing products is carried out under their own risk and their full responsibility.

6.2. VINAGRERIAS RIOJANAS is not liable for any damages that could stem from the following, provided for informative purposes but in no way limiting:

- Interferences, omissions, interruptions, computer virus, breakdown and/or connection failures in the operating of this electronic system or in the computer devices and equipment of Users, stemming from causes external to VINAGRERIAS RIOJANAS, that prevent or delay order placing or browsing the Portal.

- Delays or blocking in use caused by deficiencies or overloading of the Internet or other electronic systems.

- Any that could be caused by third parties through illegitimate intromissions outside the control of the Portal and that are not attributable to VINAGRERIAS RIOJANAS.

- Differences between information, documents and/or other contents of the Portal that could exist between the soft and hard versions.

- The impossibility of being able to provide the service or allowing access through reasons not attributable to VINAGRERIAS RIOJANAS, due to users, third parties or *force majeure*.

6.3. VINAGRERIAS RIOJANAS does not control, the general use that Users make of the Service. Specifically, VINAGRERIAS RIOJANAS does not guarantee under any extreme the fact that Users use the Service in accordance with the Law, these General Conditions, morality or good practice generally accepted and public order, nor in a diligent or prudent way.

7. User obligations

7.1. In general terms Users must abide by with these General Conditions, as well as meeting the special warnings or instructions for use contained in the general conditions or in the Portal and must always act in accordance with the Law, good practice and the requirements of good will, making use of suitable

diligence in accordance with the service provided, refraining from using the Portal for any other purpose that could prevent, damage or deteriorate normal operation thereof, the assets or rights of VINAGRERIAS RIOJANAS, their suppliers and the rest of the Users or any third party in general.

7.2. Specifically, and without this entailing any restrictions to the obligations by Users in general in accordance with the foregoing sections, Users are obliged, when using the Portal, and when purchasing products, to:

- In the event of registering, Users are obliged to provide true details and keep them up to date.

- Refrain from entering, storing or disseminating in or from the Portal, any information or material that could be slanderous, libellous, obscene, threatening, racist, that could incite violence, or sex, race, ideology, religious discrimination or any that endangers public order, fundamental rights, public freedom, honour, privacy or the image of third parties and in general current legislation.

- Refrain from entering, storing or disseminating through the Portal any computer programme, data, virus, code, hardware equipment or telecommunications equipment or any other instrument or electronic or physical device that could be detrimental to the Portal, any of the Services, or any of the equipment, systems or networks belonging to VINAGRERIAS RIOJANAS, any User, any supplier of VINAGRERIAS RIOJANAS or in general any third party, or that in any other way is capable of causing any type of alteration or preventing normal function thereof.

- Suitably save their user name and password, as identifies and enablers for access to purchase products, hereby undertaking not to transfer their use nor to allow access to them by third parties, assuming responsibility for any damages that could stem from improper use thereof. Likewise, users hereby undertake to inform VINAGRERIAS RIOJANAS, as urgently as possible, about the loss or theft of their user name and/or password or access risk thereto by a third party.

- Refrain from carrying out publicity, promotional or commercial exploitation activity through the Portal, not using the contents thereof and specifically not using the information obtained through the Portal to send publicity, messages for the purpose of direct sale or any other commercial purpose, nor to collect or store personal data belonging to third parties.

- Refrain from using false identity, nor impersonating the identity of others when using the Portal or when using or purchasing any of the Products, including the use, where applicable, of passwords or access codes of third parties in any way.

- Refrain from destroying, altering, rendering useless or damaging the data, information, programmes or electronic documents belonging to VINAGRERIAS RIOJANAS, their suppliers or third parties.

- Refrain from entering, storing or disseminating through the Portal any contents that breach the rights of intellectual or industrial property or business secrets of third parties, and in general no contents for which, in accordance with law, the User does not have the right to provide to third parties.

8. Communication

For the purposes of these General Conditions, and for any communication that may be required between VINAGRERIAS RIOJANAS and Users, the latter should use the following e-mail address: tienda@riojavina.es or by letter addressed to VINAGRERIAS RIOJANAS, Avenida de Mendavia No. 8, Logroño (La Rioja), Post Code 26009. Communication by VINAGRERIAS RIOJANAS to Users will be through the data provided by the latter when registering in the Portal.

9. Applicable legislation. Arbitration

9.1. This contact shall be governed by Spanish Law concerning any matters not provided for in this contract in terms of interpretation, validity and execution.

9.2. In the event of any conflicts or claims arising between the parties concerning compliance or the contents of these General Conditions, the parties will negotiate to the best of their good will to try to resolve said conflict or claim within a maximum period of one (1) month from the date on which either party formally notified the other as to the existence of the conflict or claim. In the event of the conflict or claim not being resolved within the aforementioned period, the parties, specifically waiving any other applicable jurisdiction that could pertain to them, do hereby undertake to subject the matter to Institutional Arbitration of the Spanish Association for Technological Arbitration (ARBITEC), to whom arbitral administration will be commissioned and appointment of arbitrators in accordance with their Regulations and Statutes.

Likewise, both parties are hereby bound to accept and abide by the decision reached under the arbitral ruling. If arbitration is not carried out by mutual agreement or were to be declared void, both parties will subject themselves to the Courts and Tribunals of Logroño, specifically waiving any other applicable jurisdiction that could pertain to them, in the event of it being another.