



## TERMS AND CONDITIONS

BCH - Comércio de Vinhos, S.A., is a producer, bottler and trader of wine from the Alentejo region. These Terms and Conditions of Sale are agreed between BCH - Comércio de Vinhos, S.A., with registered office at Herdade da Calada, Estrada de Évora - Estremoz Km 12, 7005-837 Igrejinha, Arraiolos, Portugal, VAT number 504 450 115, phone number +351 266 470 030 and e-mail [geral@herdadecalada.com](mailto:geral@herdadecalada.com), and the people who wish to make purchases through website [www.herdadecalada.com](http://www.herdadecalada.com), hereinafter referred to as the "User".

The parties agree that purchases made through website [www.herdadecalada.com](http://www.herdadecalada.com) shall be governed exclusively by this contract to the exclusion of any conditions previously available on the website.

When accessing the Herdade da Calada (BCH - Comércio de Vinhos S.A) online store, the customer implicitly declares to be over 18 years of age and not to have any impediment and/or legal restriction that prevents him/her from purchasing alcoholic beverages.

Herdade da Calada (BCH - Comércio de Vinhos S.A), reserves the right to withdraw access to the online store if it detects that the User does not meet the legal requirements.

The right to privacy of Users / Customers is a concern of Herdade da Calada (BCH - Comércio de Vinhos S.A), and therefore the respect for the privacy rights of all visitors to this site is guaranteed. Users may browse the Herdade da Calada (BCH - Comércio de Vinhos S.A) Online Store anonymously, without providing any personal information. Visiting the Website does not imply the automatic registration of any personal data that identifies the User / Customer. However, Herdade da Calada (BCH - Comércio de Vinhos S.A), may:

1. Collect information about behaviour on the Website, other than personal behaviour, to improve the navigability of the Website (in accordance with the regulated Cookie Policy)
2. Request the provision of personal data of Users / Customers so that they can use certain content, features or services on the Website (in accordance with this Clause).

In compliance with Law no. 67/98 of 26 October, as amended by Law no. 103/2015 of 24 August on the Protection of Personal Data, we inform you that the processing of personal data collected on the Website is the responsibility of Herdade da Calada, (BCH - Comércio de Vinhos S.A.).

In order to be able to access and use certain functionalities of the Website, in particular the ordering of products online, the User / Customer must provide certain personal data.

The personal data collected will be processed and stored electronically by Herdade da Calada, (BCH - Comércio de Vinhos S.A), or by external entities subcontracted by it, for the provision of services and are intended to manage the purchases of Users / Customers on the Website and the use of the features of the Online Store, including the processing of orders from Users / Customers and delivery of products requested by them. For the purpose of delivering orders, we hereby inform you that your contact details and address will be transmitted to companies contracted by Herdade da Calada (BCH - Comércio de Vinhos S.A), for the full performance of the services contracted by its customers. The data will also be processed in the communication with the Users/Customers, in particular to respond to requests for information and clarification, complaints, as well as comments or suggestions made by the Users/Customers. The data may also be used for statistical analysis and for direct marketing purposes and dissemination of Herdade da Calada (BCH - Comércio de Vinhos S.A) services, for example by sending newsletters.

Thus, depending on the functionality or service desired by the User / Customer, the following personal data may be collected: name, tax identification number, address, postal code, location, telephone number and e-mail, as well as data on alternative delivery address. Additionally, Herdade da Calada (BCH - Comércio de Vinhos S.A), will have access to your purchase history and may, if necessary to confirm the payment of the order or resolve any issues arising therefrom, access data relating to financial transactions, provided to SIBS.

Herdade da Calada (BCH - Comércio de Vinhos S.A), assumes that the data collected was entered by the respective holder and/or that its insertion was authorised by him/her and it is true, updated and accurate.

The Customer expressly authorises Herdade da Calada (BCH - Comércio de Vinhos S.A) to send information on products and services that may be of interest to him/her, using his/her personal data for direct marketing purposes through any communication channel, in particular through the use of e-mail, SMS, MMS or other forms of automatic call.

Herdade da Calada (BCH - Comércio de Vinhos S.A), does not sell, exchange or transfer to third parties the personal information of Users / Customers.

Without prejudice to the above, the personal information of Users / Customers may be transferred to external subcontractors for them to provide certain services (order delivery). Under the terms of the law, Users / Customers are guaranteed at all times the right to access, rectify and delete their personal data, as



well as the right to object to its processing, with the exception of the cases provided for by law or if its storage is necessary for legal purposes. All these rights may be exercised directly by request addressed to Herdade da Calada (BCH - Comércio de Vinhos S.A), by letter or by email through the following contacts:

BCH – Comércio de Vinhos S.A, Herdade da Calada, Estrada de Évora – Estremoz Km 12, 7005-837 Igrejinha, Arraiolos

[E-mail: geral@herdadecalada.com](mailto:geral@herdadecalada.com)

Herdade da Calada (BCH - Comércio de Vinhos S.A), guarantees the confidentiality and security of the data provided by the Users / Customers of the Website.

Herdade da Calada (BCH - Comércio de Vinhos S.A), makes its best efforts to protect the personal data of Users / Customers against unauthorised access through the Internet. To this end, it uses security systems, rules and other procedures in order to guarantee the protection of the personal data of the Users / Customers, as well as to prevent unauthorised access to the data, its improper use, disclosure, loss or destruction.

It is, however, the responsibility of the Users / Customers to guarantee and ensure that the computer they are using is adequately protected against harmful software, computer viruses and worms. Additionally, it should be noted that without the adoption of appropriate security measures (e.g. secure configuration of the browser program, updated antivirus software, security barrier software and the use of software of dubious origin), the risk of personal data and passwords being accessed by third parties without authorisation is increased.

However, it should be pointed out that where data is collected over open networks, such as the Internet, data may circulate without security conditions, with the risk of it being viewed and used by unauthorised third parties.

Cookies are small text files that are automatically stored on the hard drives of computers or mobile devices of Users / Customers when they access certain websites. Cookies identify the browser program on the server, enabling information to be stored on the server in order to improve User/Customer experiences.

The information collected concerns the browsing preferences of the Users/Customers, in particular the way in which the Users/Customers access and use the Website and the area of the country from which they access, not including, therefore, information that identifies them, but merely generic information.

Most browsers are set to accept cookies, although it is possible to configure the browser to refuse all cookies or to indicate when a cookie is being sent, as described below. Please note, however, that if you refuse cookies some features of the Website may not function properly.

In accordance with Law No. 41/2004 of 18 August 2004, as amended by Law No. 46/2012 of 29 August, this Website may use cookies subject to prior express consent of Users / Customers.

The use of cookies is aimed at improving the performance of the Website and maximising your experience when browsing it, in particular by allowing faster and more efficient navigation, eliminating the need to repeatedly enter the same information.

All browsers allow the respective user to accept, refuse or delete cookies, in particular by selecting the appropriate settings in the respective browser.

It should be noted, however, that the deactivation of cookies may affect, partially or totally, the browsing experience on the Website.

Items for sale on the online store are subject to the existing stock and orders will be processed on a first come first served basis.

In case of temporary or definitive stock rupture, the customer will be duly advised and an alternative of products with similar characteristics will be suggested.

The prices of the products are indicated in € (euros) and include VAT at the legal rate in force.

The Herdade da Calada (BCH - Comércio de Vinhos S.A) online store provides customers with Bank Transfer as a form of payment.

After the purchase, the customer will receive an email confirming receipt of the order. In this email the customer will also receive the necessary data to make the payment. As soon as the order is paid, you will receive a new email with this indication.

Herdade da Calada (BCH - Comércio de Vinhos S.A), uses suitable packaging for the transport of goods, developed in order to effectively protect their content.

Depending on the delivery address being on the mainland or on the islands, the following delivery times are estimated, which may vary because these times do not depend on Herdade da Calada (BCH - Comércio de Vinhos S.A), but on third parties, i.e., the carriers.



Mainland - 3 to 5 week days; Madeira - 8 to 10 week days; Azores - 8 to 10 week days.

Abroad - Depends on the country, so you should contact us to the email [geral@herdadecalada.com](mailto:geral@herdadecalada.com), or call +351 266 470 030 for more information.

Herdade da Calada (BCH - Comércio de Vinhos S.A), draws your attention to the fact that these deadlines may be extended in periods of promotion, Christmas, stock rupture, or other special situations of force majeure, such as public calamity, etc.

The delivery cost varies according to the weight of the goods, the fuel rates applied by each carrier, etc., so you should contact us to the email [geral@herdadecalada.com](mailto:geral@herdadecalada.com), or call +351 266 470 030 for more information.

Herdade da Calada (BCH - Comércio de Vinhos S.A), is only responsible for the loading of the products in good condition and is available to meet any claim, until the time of loading the goods at the door of the Winery, or onto the boat depending on the circumstances of the order; from that moment the responsibility is transmitted to the carrier. In the event of orders that are not delivered in good condition, the customer must inform the carrier and send an email to Herdade da Calada (BCH - Comércio de Vinhos S.A), to the email address [geral@herdadecalada.com](mailto:geral@herdadecalada.com) specifying the subject, so we are duly informed about the occurrence and can eventually act as a mediator between the client and the carrier.

If the client wishes to cancel or return the order, he/she should immediately contact Herdade da Calada (BCH - Comércio de Vinhos S.A), to the email address [geral@herdadecalada.com](mailto:geral@herdadecalada.com) specifying the subject, as well as the reason for the cancellation or return.

In case of cancellation, the customer has 24 hours after the payment is made to request the cancellation of the order (after this period the order may already have been shipped, so it will be treated as a return).

In case of returns, the customer will receive an email with information on the procedures to be adopted to make the return, which must be done within the legal period of 14 days after receiving the order. Herdade da Calada (BCH - Comércio de Vinhos S.A), reserves the right to accept only the return of products that are in good conditions.

According to art. 4 of DL143/2001, the consumer is entitled to freely terminate this contract under the following terms:

In distance contracts the consumer has a minimum period of 14 days from receipt of the goods to terminate the contract, without payment of compensation and without giving any reason, by sending a registered letter return receipt requested to communicate this intention. The price of the goods will be refunded to the consumer within a maximum of 30 days from the date of receipt of the goods. The goods must be returned in proper conditions of usage (including original packaging).