



Condiciones generales de venta

Conditions of Use (traducción al español en trabajo)

Product information and prices:

The product information contained in the web page has been put together according to best knowledge. The characteristics described are not guaranteed features and are not subject to warranty.

Pictures of bottle labels and products in our online-shop can diverge from the merchandise delivered. These deviations do not represent a shortcoming of the merchandise/service. All used trade marks are registered trademarks. This is also true when they are not explicitly marked as such. The same is valid for product names, the name rights of which lie with the producers.

Some of the articles are seasonal, i.e. they are only available in the corresponding season. Should an article be sold out, we will, on consultation with the customer, deliver articles which are equal or superior in quality.

If certain vintages of wine are not available anymore as indicated in the descriptions, they can be replaced by follow vintages.

Prices and currency

The prices quoted on the web page include VAT and are expressed in euros. The price of each product is shown on the screen. Prices and changes of the assortment are subject to change. In case of ham, sausages, and cheese, prices may refer to kilograms or to units. This is indicated in the prices indicated in our shop. Possible customs duties in case of deliveries to foreign countries are paid by the customer.

Errors, errata excepted. In case of typing or arithmetic errors Spanien-shop is not obliged to execute an order.

After receiving an order, the merchandise is shipped as soon as possible via parcel service. In case of larger orders, we reserve the right to assign shipment to a forwarding agency. Should shipment be delayed to a reason from no fault of our own, we will inform you per e-mail or telephone as soon as possible.

All prices quoted include VAT. They do not include shipping costs. These will be shown separately in the invoice.

Orders

Orders can be placed via fax, e-mail or in other written form. By ordering and accepting our general terms and conditions the customer declares that he is of full age and contractually capable.

Delivery is effected via UPS (or if more suitable by DHL). The delivery period within Europe is usually is two to three workdays.

We ask for understanding that we can accept orders per invoice only by our regular customers, corporate clients and institutions. Invoices are due within 14 days after date of invoice. In case of delay we charge default interest of 5% based on the actual bank rate of the German Central Bank. Until merchandise and related costs are fully paid, the merchandise will remain our property. This is also valid in case of reselling it to third parties.

The only terms and conditions valid for the business relationship between purchaser and Spanien Shop are those which are



Condiciones generales de venta

contained in the Internet at the point of time of the order. Spanien Shop commits itself to delivery insofar as the orders correspond to normal household-related quantities and subject to availability of the ordered products.

Modes of payment

Payment for products ordered for delivery abroad can be effected in advance by transfer to one of the bank accounts indicated in the invoice received upon placing an order or via Paypal.

- Advance payment

In case of this payment mode please transfer the corresponding amount confirmed to you via E-Mail or fax to the following bank account: Askoa Fernandez

Konto: Askoa Fernandez

IBAN: DE81 6723 0000 4015 4688 67

BIC: MLPBDE61

Bank: MLP Banking AG

When effecting EU standard transfers using BIC- and IBAN-Codes there are normally no additional bank fees anymore charged for foreign transfers. Shipment of the ordered goods is effected as soon as the corresponding amount is credited to the above bank account.

- Paypal

Orders we receive from Monday to Thursday are usually shipped on the following day. Articles ordered on Friday or on the weekend are normally sent on the following Monday.

Costs of shipping

Standard shipment (within Germany only):

Delivery costs per order are 5,90 € for shipments within Germany. For orders with an order amount of more than 89,00 Euro delivery within Germany is effected without charge.

Shipping costs for deliveries via UPS within Germany

for orders below 89 €: 5,90 € shipping costs

for orders above 89 €: 0,00 € shipping costs

Shipping costs for deliveries via UPS outside Germany

Zone 3a

(Austria):



Condiciones generales de venta

for orders below 50 €: 12,00 € shipping costs

for orders above 50 €: 10,00 € shipping costs

for orders above 100 €: 8,00 € shipping costs

Zone 3b

(Benelux, Poland, Czech Republic):

for orders below 50 €: 12 € shipping costs

for orders above 50 €: 10,80 € shipping costs

Zone 4

(Finland, France, United Kingdom, Denmark, Sweden):

for orders below 50 €: 15,00 € shipping costs

for orders above 50 €: 13,50 € shipping costs

Zone 5

(Spain, Ireland, Italy, Portugal (beside Azores, Madeira), Greece):

for orders below 50 €: 19,00 € shipping costs

for orders above 50 €: 17,10 € shipping costs

All other countries: upon request

Modes of payment

You have the possibility of paying per advance payment or Paypal (currently the only two payment methods possible for abroad), or within Germany per invoice (only for known customers within Germany).

Should your order contain articles that need cooling, they will depending on the outer temperature, eventually not be shipped over the weekend, but on the following Monday. Public holidays are like a Sunday.

Invoice/Delivery Address

If not indicated otherwise, the invoice goes together with the corresponding merchandise to the address indicated by you. However, you can also indicate a delivery address different from the address of the invoice.

If products cannot be delivered to due to unforeseeable demand or because they are in the home page already indicated to be scarce, the purchaser does not have a right to delivery or subsequent delivery.

When effecting an order, risk goes over to the receiver upon leaving the store. This is also valid for damaged merchandise or for secondary packaging.

Standard shipments to the neighbouring foreign countries:



Condiciones generales de venta

We also send our products to other countries (please see list above). According to experience, delivery usually takes 3 to 4 days. Due to logistical reasons, we cannot send products that need cooling to countries outside of Germany.

Packing

All our products are very carefully packaged, and should not suffer any damage during delivery. However, if the merchandise is damaged on arrival or should articles be missing, please state this on the transport companys delivery note. Please then inform us as soon as possible either per E-Mail to info@spanien-shop.com or per fax to the fax number 0049 (0)89-62230688.

Please note, that articles, that need to be cooled, will be shipped in a cooling packing (in the summer). The additional charge is 1,50 EUR.

Law for the Protection of minors

We sell our alcohol products only to persons of legal age.

Cancellation instruction

If you are a consumer according to S.v. § 13 BGB, i.e. you act when dealing with Spanien Shop Esteban Ruiz as a natural person, not executing a commercial or freelance profession, you have a cancellation right as explained below.

To comply with the cancellation period the timely dispatch of the cancellation notice or of the merchandise is necessary.

Cancellation / Return of goods

ORDER CANCELLATION

The correspondence address is:

Feinkost Olé - Spanien Shop
Askoa Fernandez
Georgenstr. 43

80799 München

Tel. 0049 (0)179-5413153

E-Mail: info@spanien-shop.eu

Consequences of returning the merchandise

In case of an effective cancellation the benefits received on both sides are to be granted back and eventual utilisations (for advantages of usage) are to be returned. If you are not able to grant us back the received good or only partially or only in a deteriorated stated, we may ask for refund of the corresponding value.

When returning goods up to a value of 40 Euros (in case of deliveries abroad up to a value of 100 Euros), the purchaser sends back the merchandise at his/her own cost. This is only valid when the delivered products correspond to the ordered ones.



Condiciones generales de venta

The costs for sending the goods or cash on delivery fees are not refunded, unless the delivered products do not correspond to the ones ordered.

All goods returned, for whatever reason, must do so in the original packaging and condition of receipt. If the products returned show traces of usage or damage, Spanien Shop Esteban Ruiz reserves the right of claim for indemnification. After receiving the goods in the condition required, Spanien Shop Esteban Ruiz will refund the purchase price.

The right of withdrawal does not exist in case of delivery of goods which due to their consistency can deteriorate (food), that are not appropriate for returning or of which their best-before-date would be exceeded.

Cancellation right is explicitly not valid when dealing with companies.

Liability

Spanien Shop Askoa Fernandez is not liable for damages of the merchandise itself. Further claims of the purchaser - no matter of which legal ground, are excluded. Liability for consequential harms caused by a defect is ruled out.

Data protection

It is known to the purchaser and she/he assents to the fact that her/his personal data necessary for effecting his order are stored in our book keeping. The necessary personal data are kept confidential by us. The purchaser agrees explicitly to collect, process and use his personal data for this use. The purchaser has the right of revoke her/his acquiescence at any time effective for the future, unless a order process has not yet been fully handled.

You can have your data corrected at any time. If you wish to do so, please write a short E-mail to: info@spanien-shop.com.

Liability advice: In spite of careful control we do not assume any liability for the contents of external links. Only the persons operating the linked pages are responsible for their contents.

Legal venue and applicable law

The sales contract and any litigation that may arise will be dealt with according to German law. Legal venue will be Munich.

Status: 01.05.2024

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