

AGRÍCOLA I SECCIÓ DE CRÈDIT DE CABACÉS, SCCL (hereinafter COOPERATIVE) in compliance with the provisions of art. 10 of Law 34/2002, of July 11, on Services of the Information Society and electronic commerce, through its website and these General Conditions, enables access by electronic means permanently, easily, direct and free of charge to the comprehensive information of its identification (tax data, address and communications address), as well as to the client's data, of exclusive access to them, that are in the possession of the data.

These General Contracting Clauses of the COOPERATIVA (hereinafter, "the General Conditions") govern the access and use of the website accessible through the domain name <https://coopcabaces.coop/en/shop/> (hereinafter, "The Website"), as well as contracting the sale of cooperative products directly with the COOPERATIVE. The access to the Website attributes to whoever performs it the condition of Website User (hereinafter, "the "User") and implies acceptance of all the terms included in these General Conditions. In case of not agreeing with these General Conditions, the User must immediately leave the Website without using it.

## Identification data

AGRÍCOLA I SECCIÓ DE CRÈDIT DE CABACÉS, SCCL

CIF: F43011600

Address: Carrer Beat Joan d'Organyà, 1. 43373-Cabacés, Tarragona, Spain.

Email: [info@coopcabaces.coop](mailto:info@coopcabaces.coop)

Telephone contact: (34) 977 83 91 12

Data rights exercise address: [rgpd@coopcabaces.coop](mailto:rgpd@coopcabaces.coop)

Registered in the Register of Cooperatives of the Generalitat with the number: 56

Registered in the RIAAC (Register of Agricultural and Food Industries of Catalonia) with the number: 430040215

## User registration

To facilitate the saving of data such as shipping and billing addresses, and payment methods of the User, to facilitate subsequent purchases in the online store, as well as facilitate the control of orders placed in the online store, the User can register on the Website.

The User must proceed to their registration indicating their full name, email address and password. Once the registration is completed, the user will have access to their private area.

In any case, to complete the purchase process, the User will be required to accept the General Conditions, as well as the Privacy Policy and the Cookie Policy.

Once the User is correctly registered on the platform, they can access “My Account” at any time. Through “My Account” the User can modify their personal data, as well as the data related to the shipping and billing of orders, check the orders placed and their status and the saved payment methods.

In the “My Account” section, the User can download the invoices for the orders.

The user has the possibility of canceling the account at any time by sending an email to [info@coopcabaces.coop](mailto:info@coopcabaces.coop) being able to indicate the reason for which he wishes to cancel it.

## Shipping conditions

The COOPERATIVE only sends its products to the territory of mainland Spain and the Balearic Islands. It will not be possible to carry out the purchase process through the Website to destinations other than those indicated. For shipments to destinations other than those indicated, please contact [info@coopcabaces.coop](mailto:info@coopcabaces.coop) and will be assessed on a case-by-case basis, without guaranteeing either the delivery times mentioned in these conditions or the availability of certain payment methods, as this is considered an agreement external to the Web Site.

Delivery will take place within 72/96 hours from receipt of payment for shipments to mainland Spain, excluding holidays. The delivery time in other areas, depending on the destination, may take 7 more days.

On designated dates such as Christmas, or other spanish holiday periods, delivery may not be guaranteed within the period indicated in the previous paragraph, due to the high

volume of merchandise in transport companies.

During holiday periods, shipping may be delayed 24 or 48 hours due to the high volume of pending shipments. In Spain, the month of August is understood as the summer vacation period.

The online store service is only available to private customers, who will be considered "consumers".

The purchase of products, through the platform on the Website, is subject to the payment of shipping costs, at the buyer's expense.

Shipping costs will depend on the destination and the number of products purchased according to the indicative table set out below. In any case, the actual shipping costs will be detailed throughout the purchase process and the buyer will have the possibility to review these costs before finalizing their purchase. The COOPERATIVE cannot be held responsible for delays in the delivery of orders for reasons not directly attributable to the COOPERATIVE, incidences or force majeure.

Zone / Province	Base price	Price per 5kg
Tarragona	6€	-
Barcelona, Girona, Lleida	6€	-
Castellón, Valencia, Zaragoza	6€	-
La Coruña, Almería, Asturias, Badajoz, Cáceres, Cádiz, Córdoba, Granada, Huelva, Jaén, León, Lugo, Málaga, Ourense, Pontevedra, Salamanca, Sevilla, Zamora	7€	2,3€
Islas Baleares	10€	3,2€
Álava, Albacete, Alicante, Ávila, Burgos, Cantabria, Ciudad Real, Cuenca, Guadalajara, Gipuzkoa, Huesca, La Rioja, Madrid, Murcia, Navarra, Palencia, Segovia, Soria, Teruel, Toledo, Valladolid, Vizcaya	6€	1,7€

Calculation: base price + (price per 5kg \* [kg order / 5])

Orders over 200€ can choose free shipping.

The transport of the products will be carried out in packaging suitable for the protection and security of the content.

The delivery of the orders will be made at the delivery address freely designated by the User, which may be their own or that of a third party. The COOPERATIVE will not assume any responsibility when the delivery of the product does not take place as a result of the inaccuracy or falsity of the data provided by the User for this purpose, as well as in the event that the delivery cannot be made for reasons beyond the control of the COOPERATIVE, such as the absence of the recipient at the delivery address.

In the absence of the recipient, the COOPERATIVE will try to contact the client by the means provided (mainly telephone and email) to arrange a new delivery to the recipient's address. In any case, after 7 days from the last delivery attempt without the order having been delivered, it will be returned to origin proceeding to terminate the contract, and the buyer cannot claim any reimbursement if the cause of the non-delivery is attributable to the buyer.

## **Warranty and responsibilities**

The seller will deliver to the consumer and user products that are in accordance with the contract, in accordance with the provisions of article 116 of the General Law of Consumers and Users, responding to him for any lack of conformity that exists at the time of delivery of the product. In the event of non-conformity of the product, the buyer will have the right, within a reasonable period, to its replacement, and if this is not possible, to a proportional reduction in the price or the termination of the contract, the expenses arising from it being the responsibility of the cooperative.

The consumer and user must inform the seller of the lack of conformity within two months of becoming aware of it. Failure to comply with this period will not entail the loss of the corresponding right to reorganization, the buyer being responsible, however, for the damages or losses actually caused by the delay in communication.

## **Selection of products by the User**

Any User, whether registered or not, may contract through the Website, the purchase of products.

The purchase process in the COOPERATIVE is based on a virtual cart, to which the User can add the products they wish to purchase.

To add products to the shopping cart, once the User is on the product description page and

selected the available customization options (if they exist), they must select the “Add to cart” option provided.

At any time, the User can access and modify the content of the cart.

## Order processing

Once the products you wish to purchase are in the cart, the User may start the order processing by selecting the cart, an option that will show the User the content of the virtual cart, allowing the modification of the selected products and their elimination from the shopping basket.

The User must ensure that the products indicated on the screen are the ones they wish to purchase and select the corresponding shipping zone from the listed geographical areas. At this point, the total price of the selected products and the shipping costs generated are shown, as well as the applicable discounts and the final amount of VAT.

By pressing “CHECKOUT”, the User accesses a panel where they must indicate the shipping data; to proceed with the buying process. The User must fill in the shipping information, including their full name, telephone number and address, filling in all the fields marked as mandatory. In this section, the User may include useful information that he considers necessary for the delivery courier, although the COOPERATIVE cannot guarantee compliance.

If the User wants the billing address to be different from the shipping address, he or she must check the box “My billing address is different from the delivery address” and fill in the corresponding information.

On the same page of the purchase process, the User must select the payment method. At this time, the User is indicated again the exact amount to pay, resulting from adding the price of the products, shipping costs, VAT and applicable discounts.

Payments are managed by the payment platforms with which the COOPERATIVA has agreements. The COOPERATIVA does not have access to bank details and does not know or record these details during the payment transaction. This data is managed by Stripe. For more information, you can consult [Stripe’s privacy policy](#).

The user must enter their payment details in the specified fields, or use the selected payment gateway to process the payment and follow the link “PLACE THE ORDER”. Once

the payment has been processed correctly, the order will be processed automatically, confirming the order information on the screen and sending an email to the User confirming the operation.

The invoice corresponding to the order will be made available to the user. In any case, you can contact the COOPERATIVE to request a copy of it by e-mail: [info@coopcabaces.coop](mailto:info@coopcabaces.coop)

## Product price and payment method

The prices of the products are those indicated in the description attached to the photograph. All prices indicated in the product description are expressed in euro (€) and include Value Added Tax (VAT).

The following means of payment are established:

- Payment by debit or credit card (VISA, MASTERCARD and AMERICAN EXPRESS) through a virtual POS.

To use the credit card through a virtual POS, the buyer must fill out a form indicating the card number, expiration date of the card and security code.

The COOPERATIVA does not have access to the bank details linked to the means of payment and does not know or record these data during the payment transaction. This data is managed by Stripe, for more information, you can consult [Stripe's privacy policy](#) .

## Confirmation of receipt of acceptance

Once the purchase process is completed, the User will receive, at the designated email address, the invoice for the products purchased, the selected shipping method, the order number and the delivery date. Likewise, a permanent link to these contracting conditions will be sent to the email address provided by the User.

## Right of withdrawal

Food products have, in principle, a right of return of 14 calendar days if they are purchased through the internet. This is the usual deadline for any product purchased in electronic stores, however, in certain cases the return of a food product will not be possible, for which you must refer to article 103 of the General Law of Consumers and Users, specifically, the

letters c) d) and e) contain the most important exceptions. As well as the Commission Guide on the EU Consumer Directive 2011/83, on which the current General Law on Consumers and Users is based.

Product returns will always be made through transport agencies.

The User has a period of 14 calendar days from receipt of the products to report the return of the products, in the exercise of their right of withdrawal and return them to the seller, by sending an email to [info@coopcabaces.coop](mailto:info@coopcabaces.coop) and specifying as a subject "Withdrawal-Refund". The User must state name and ID, order identification and the products he wants to return, as well as the means of payment he used.

The User may return the units of the product that have not been tasted and in perfect condition (not damaged, dirty or opened by the User), properly protected and, preferably in their original packaging. After verification by THE COOPERATIVE of the good condition of the products, the amount corresponding to the units returned will be refunded within a maximum period of 30 calendar days using the same means of payment that the User used for the initial purchase. This guarantee does not extend to the transport costs of the return, which will be the responsibility of the User.

In any case, it is the customer's responsibility to verify that the products have been delivered in perfect condition.

Upon receipt of the products on which the withdrawal rights applies and their correct status verified, the COOPERATIVA will return the amounts paid to the User within a maximum period of 30 calendar days. Products that do not keep their original packaging may suffer a depreciation. The cost of returning the product will in charge of the User.

To exercise the right of withdrawal, the user can also use the form made available on the Website.

[Withdrawal-formDownload](#)

## Customer Support. Claims

The COOPERATIVA makes the following contact information available to the User to attend to their queries or claims,

Postal contact: AGRÍCOLA I SECCIÓ DE CRÈDIT DE CABACÉS, SCCL

Carrer Beat Joan d'Organyà, 1. 43373-Cabacés, Tarragona, Spain.

Email: [info@coopcabaces.coop](mailto:info@coopcabaces.coop)

Telephone contact: (34) 977 83 91 12

## **Applicable legislation and competent jurisdiction**

These General Conditions will be governed and interpreted in accordance with Spanish legislation. The COOPERATIVE and the User agree to submit any controversy that may arise from the provision of the products or services object of these General Conditions to the User's address.

In the event that the user is considered a consumer, as an alternative to the jurisdictional order, the COOPERATIVE and user may agree to submit the controversy generated to,

The European Union Online Dispute Resolution Platform referred to in Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 and Article 40.5 of Law 7/2017 of 2 November, which transposes into Spanish law Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution in consumer matters, through this link

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>

## **Security and Confidentiality**

The COOPERATIVA guarantees security and confidentiality in all its communications with its clients. All online payment operations, if they occur, are carried out through a secure server, based on the SSL standard that protects data against attempted breaches by third parties.

The COOPERATIVA guarantees the protection and confidentiality of personal, domiciliary, payment data and of any other type that our clients provide us in accordance with the provisions of the data protection regulations in force at all times and the privacy policy published in the Website.

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