

LEGAL MENTION

INTRODUCTION

The purpose of this document is to establish and regulate the rules of use of this web portal, understood by this all pages and their contents, property of CERVEZANIA S.L., which is accessed through the domain. The use of the web portal attributes the condition of user and the acceptance of all the conditions in the present legal notice. The user undertakes to read carefully this Legal Warning in each of the occasions in which he/she can use our web portal; The web portal and its conditions are collect in this notice. The Legal Warning may be modified.

IDENTIFICATION DATA

In compliance with the duty of information contained in article 10 of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, below, the following data is reflected:

Business name: CERVEZANIA S.L.

CIF: B90162272

Address: CALLE PARSI 2, Nº 5, C.P. 41016, SEVILLA, SPAIN.

Telephone: 955154545

Email: fran@cervezania.com

Domain name: <http://www.mybrewery.beer>

USERS

The access and use of this portal, attribute the condition of USER, that accepts the General Conditions of Use here revealed. The aforementioned Conditions will be applicable regardless of the General Conditions of Contract that in their case are os obligatory compliance.

USE OF THE PORTAL

It provides access to various information about our entity, contact sections, hyperlinks to social networks, henceforth content belonging to CERVEZANIA S.L., or its licensors, to which the user can have access. The user assumes responsibility for the use of the portal. This responsibility extends to the registration that is necessary to access certain services or contents, or to enable the response in relation to your inquiries in the contact sections of this website, etc. In this registry the user will be responsible for providing truthful and lawful information.

GENERAL CONTRACTING CONDITIONS

This section establishes the contracting and acquisition of the products through the site <http://www.mybrewery.beer> (hereinafter The Web) property of CERVEZANIA S.L. (hereinafter The Responsible).

By accepting this contract, the consumer and/or user (hereinafter client) accepts the following:

- 1.- That is a person with sufficient capacity to contract.
- 2.- That you have read, understand and accept without reservations and each of the points of these general conditions.
- 3.- That assumes all the established obligations.

The Responsible doesn't have as an object the treatment of data corresponding to minors. The Responsible only sells to people of legal age according to the Spanish legislation (article 315 of the Civil Code).

The present conditions will have an indefinite period of validity and will be applicable to all the hirings made through The Responsible of <http://www.mybrewery.beer>

The Responsible reserves the right to modify the contractual offer, constituted by the present general conditions and the list of products and their prices, at any time, although modifications will not be made with the hiring already carried out by the consumer and/or user previously. Therefore, it's recommended to read before proceeding to purchase any product and/or service offered.

IDENTITIES OF THE PARTIES

On the one hand, CERVEZANIA S.L. (Holder of the website <https://www.mybrewery.beer/>) with CIF B90162272, as a provider of the services contracted by the consumer and/or user, with registered office at CALLE PARSI 2, Nº 5, CP 41016, SEVILLA, SPAIN, contact address fran@cervezania.com and telephone number 955154545.

On the other hand, the client, whose purpose is to be a consumer and/or user and/or contract the products or services of The Web.

COMMUNICATION AND CONTACT

For the purposes of communications, The Responsible makes available to the client the following means of contact:

Email: fran@cervezania.com

Phone: 955154545

Mailing address: CALLE PARSI 2, Nº 5, C.P. 41016, SEVILLA, SPAIN.

Contact form and user service;

The communications that are made between the client and The Responsible by these means will be considered effective and valid for all purposes.

CUSTOMER'S RESPONSIBILITY

The client is obliged to make lawful use of the Responsible and the services rendered in it, respecting the current legislation and abstaining from injuring the rights and interests of third parties and The Responsible party.

The customer is responsible for the accuracy of the data he/she provide to The Web, therefore responds to the consequences that may arise from providing false or erroneous information on this web.

The client must respect and accept the general contracting conditions, and the legal and privacy notices established on this website.

Failure to comply with the foregoing may result in the withdrawal or cancellation of services by The Responsible party without the need for prior notice and without entitlement to any compensation, as well as at the beginning of legal actions to which he would do entitled The Responsible.

RESPONSIBILITY

The Responsible undertakes to respect the obligations established in these general contracting conditions established.

For any information or to solve doubts, the client will have the form established for this purpose in the "customer service" section either through by calling 955154545 or via email to the e-mail address fran@cervezania.com indicating the order number or establishing your inquiry.

LANGUAGE

The language in the relationship with the client will be English.

OBJECT OF THE CONTRACT (DESCRIPTION OF PRODUCTS)

The purpose of this contract is to regulate the relationship between The Responsible party and the client at the time when the latter gives his/her consent during the contracting process when accepting the corresponding box. (Box that, prior to acceptance, will inform about these general conditions, legal warning and privacy policy of this website).

The contractual relationship of purchase-sale will entail the delivery of one or more products in exchange for a specific price.

PRODUCTS OFFERED

Among the catalogue of products, the following sections are included; Kits, Refills, Accessories, Compact Machines.

The main characteristics of each PRODUCT are described in their corresponding files or sections. (Characteristics, price, offers, discounts, etc.).

The offers will be duly marked and identified as such, conveniently indicating the previous price and the price of the offer.

The sale of products will be made in this UE countries: Belgium, France, Germany, Netherlands, Austria, Bulgaria, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Poland, Romania, Slovakia, Slovenia, Sweden.

PRICE AND VALIDITY PERIOD OF PRODUCTS

The price of each product is reflected in the current catalogue and on our website: <http://www.mybrewery.beer>

This contract is subject to all the general conditions specified therein, web page <http://www.mybrewery.beer> and the attached catalogue, and in what is not foreseen in it, the provisions of the corresponding legislation will apply. This contract will only be valid from the moment it has been subscribed by the client through the submission of this sheet, either online or by fax, or by letter (always with the receipt of the bank deposit or PayPal payment).

The client accepts that the economic valuation of some of the products may vary in real time. As a result, the price to be applied will be the one in effect on the date of placing the order. Consequently, the final price will be communicated to the customer in the electronic purchase process prior to and before the latter proceeds to formalize his acceptance of the purchase.

The prices indicated for each product include the Value Added Tax (VAT) and in any case, they will be expressed in the Euro currency (€).

The VAT rates may vary depending on the country of destination and the nature of the products of the order.

In the prices indicated in the products unless expressly indicated otherwise, do not include shipping costs, insurance of shipments or any other additional services and attachments to the service purchased.

Notwithstanding the above, the customer may check and calculate the total price of the service with the exact breakdowns before proceeding to formalize the payment in the process of purchase of the Responsible.

Zone 1

This is the countries and shipping costs that belong to zone 1.

If the order is equal to or greater than 59.90€, the shipping will be free. If the order is less than 59.90€, the shipping cost is 9.95€.

- Belgium
- France
- Germany
- Netherlands

Zone 2

This is the countries and shipping costs that belong to zone 2.

If the order is equal to or greater than 79.90€, the shipping will be free. If the order is less than 79.90€, the shipping cost is 14.95€.

- Austria
- Bulgaria

- Czech Republic
- Denmark
- Estonia
- Finland
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Poland
- Romania
- Slovakia
- Slovenia
- Sweden

METHODS AND PAYMENT FORMS

Secure payment

Cervezania SL uses information security techniques generally accepted in the industry, such as firewalls, access control procedures and cryptographic mechanisms, all with the aim of preventing unauthorized data access. To achieve these ends, the user/client accepts that the provider obtains data for the purpose of the corresponding authentication of the access controls.

All hiring processor that involves the introduction of personal data (name, bank details, addresses) will always be transmitted through secure communication protocol (HTTPS: //) in such a way that no third party has access to the information transmitted electronically.

Payment Methods

The customer can pay the amount of his/her order by opting for any of the following forms of payment:

- Paying with a credit card

Payment by credit card is made through the bank "Banco Santander", which has high-security systems. It accepts the main credit and debit cards: Visa, Mastercard, 4B, Servired, Euro6000, etc. This form of payment doesn't entail any additional cost for the client.

When you select "payment by card", you will see the "Banco Santander" screen where you will see the reference of your order and the total amount to be paid. In this encrypted screen, you must enter the information of your card, which will only be known by "Banco Santander". Immediately accepted the payment, "Cervezania SL" receives it and we begin the preparation of your order. "Cervezania SL" will only have proof that you have made the payment.

- Paypal

The PayPal payment method doesn't require you to provide us with additional information. By clicking on this payment method, you will be redirected to the PayPal website, where you can finalize your purchase.

- Wire transfer

The customer can choose to make a bank transfer to pay. Likewise, to expedite the shipment of your order, you can send proof of your transfer to info@mybrewery.beer

Beneficiary's name: Cervezania SL

BIC: BSCHEMM

Account number (IBAN): ES 62 0049 1173 03 2811057307

Entity: BANCO SANTANDER CENTRAL HISPANO

DELIVERY PERIODS OF PRODUCTS

The product will be considered delivered to the customer at the time it is available to the customer and is signed or accepted by him/her through electronic communication.

Please visit the *Delivery Information* page for approximate delivery times according to your country.

Cervezania SL is committed to delivering the order on time counting from the day after the order.

You can check the status of your order with the tracking number you will receive when your order is processed at the factory.

The availability of the products offered by Cervezania SL may vary depending on the demand of customers. Although Cervezania SL updates the stock periodically, the product requested by the customer could be sold out at that moment. In case of non-execution due to unavailability, the client will receive an informative email and in a maximum of 30 days will be refunded the sums paid for the cancelled order.

In case of lack of availability, Cervezania SL may supply, without a price increase, a product with similar characteristics, which has the same or higher quality, request a discount coupon among other possibilities.

When the amount of purchase has been charged fraudulently or improperly using the number of a payment card, its holder may demand the immediate cancellation of the charge. In this case, the corresponding debit and refund in the accounts of the provider and the holder will be made as soon as possible.

However, if the purchase had actually been done by the cardholder and the refund requirement was not a consequence of having exercised the right of withdrawal or resolution and, therefore, the cardholder had unduly demanded the cancellation of the corresponding charge, that will remain obligated in front of Cervezania SL to the reimbursement of the damages and losses caused as a consequence of the annulment.

In spite of this, if the product is still not delivered, the buyer has the right to summon The Responsible party to comply with an additional period appropriate to the circumstances. If the entrepreneur doesn't comply in that additional period, the client will have the right to terminate the contract, and the seller must reimburse, without undue delay, all the amounts paid by the buyer.

CHANGE AND / OR RETURN POLICY

If for any reason the Customer is not satisfied with the product purchased at www.mybrewery.beer, he has 14 (fourteen) calendar days from the date of receipt of the order to return it.

Cervezanía SL will proceed to reimburse the full amount of the price of the product using the same means of payment used by the Client for the initial transaction. The refund will be made within 14 calendar days following receipt of the goods in the warehouses of Cervezanía SL. Shipping and return costs will not be reimbursed, if applicable. Only shipping costs will be refunded in the event that Cervezanía SL has delivered a different product by mistake, or with a defect. Likewise, the product must be in perfect condition, so it will be reviewed at the Cervezanía facilities; Unless the product is returned due to a fault in the factory.

Please visit the *Return Policy* page for the return process and conditions.

GUARANTEE

Cervezanía SL. will respond to the Client of any lack of conformity that the deliveries manifest, within a period of two years, as established by current regulations. The warranty regarding any damage caused by use or improper use is excluded, as well as in general those excluded by current legislation.

REASONS OF FORCE MAJEURE

Neither of the contracting parties will have any responsibility whatsoever for any type of fault due to a greater force. The termination of the contract will be postponed until the termination of the situation of force majeure.

COMPLAINT FORMS

At the address, CALLE PARSI 2, Nº 5, C.P. 41016, SEVILLA, SPAIN, the consumer and/or user has at their disposal claims forms, as established by the relevant regulations in this matter. Notwithstanding the foregoing, the consumer and/or user may, in any case, request the referral of the same through the contact form established for this purpose in the "customer service" section or to the electronic address fran@cervezania.com, a form of Customer Support.

CHARTER AND APPLICABLE LAW

The parties submit, at their option, for the resolution of conflicts and renouncing any other jurisdiction, to the courts and tribunals of the user's residence.

INTELLECTUAL AND INDUSTRIAL PROPERTY

CERVEZANIA SL, by itself or as an assignee, is the owner of all the intellectual and industrial property rights of its website, as well as the elements contained in it (for example images, sound, audio, video, software or texts); trademarks or logos, combinations of colours, structure and design, selection of used materials, computer programs necessary for its operation, access and use, etc.).

All rights reserved. By virtue of the provisions of articles 8 and 32.2, second paragraph, of the Intellectual Property Law, the reproduction, distribution and public communication, including the method of making them available, of all or part of contents of this web page is expressly prohibited for commercial purposes in any support and by any technical means without the authorization of CERVEZANIA SL. At no time, unless expressly stated otherwise, access, navigation or use of the website or its contents confers on the user any right on distinctive signs included therein.

The user agrees to respect the rights of Intellectual and Industrial Property owned by CERVEZANIA S.L.

In the event that the user sends information of any kind to CERVEZANIA S.L. through any of the channels enabled for this purpose within our web portal, the user declares, guarantees and accepts that they have the right to do so with complete freedom, that mentioned information doesn't infringe any intellectual, industrial or any other intellectual property right, other rights of third parties, and that information isn't confidential or harmful to third parties.

EXCLUSION OF GUARANTEES AND RESPONSIBILITY

CERVEZANIA S.L. is not responsible, in any case, for damages of any kind that could be caused, by way of example: errors or omissions in the contents, lack of availability of the portal or the transmission of viruses or malicious or harmful programs in the content, despite having adopted all the necessary technological measures to avoid it. The content, information and advice expressed in this web portal should be understood as merely indicative. CERVEZANIA S.L. doesn't respond in any way to the effectiveness or accuracy of the same, being exempt from any responsibility with the users that make use of them. On this Site, you can publish content and comments contributed by third parties. CERVEZANIA S.L. doesn't respond to the veracity and accuracy of the published content, being exempt of any responsibility with the users and with the users that make use of them. CERVEZANIA S.L. reserves the right to modify the content of the Site without prior notice and without any type of limitation. Likewise, the company declines any responsibility for any damages that may be caused by the lack of availability or continuity of this site and the services offered therein. Neither we can guarantee the absence of viruses or other elements on the Web that may cause alterations in your computer system. CERVEZANIA S.L. declines any responsibility for the services and information provided in other sites linked to it since it does not control or exercise any kind of supervision on third party websites. We advise the users and users of them to act with caution and to consult the possible legal conditions that are exposed to these websites. Likewise, users who send any type of information will make sure that it's true and that it doesn't violate any third parties' right or current legislation. If you believe that any content or information on this Site violates a legitimate right or current law, we would be very grateful if you would contact us through the means you consider appropriate to the e-mail address fran@cervezania.com or at the following telephone number 955154545 so that we can take the appropriate measures.

MODIFICATIONS

CERVEZANIA S.L. reserves the right to carry out without prior notice the modifications it deems appropriate in its portal, being able to change, delete or add both the contents and services provided through it and the way in which these are presented or located in their portal.

LINKS

In the case that on behalf of the domain, links or hyperlinks were placed in operation that relayed on other Internet sites, CERVEZANIA S.L. will not exercise any type of control over these sites and contents. In no way CERVEZANIA S.L. will assume any responsibility for the contents of any link belonging to a third-party website, nor will it guarantee the technical availability, quality, reliability, accuracy, amplitude, veracity, validity and constitutionality of any material or information contained in any of those hyperlinks or other websites of the Internet. Likewise, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.

The user acknowledges and accepts that CERVEZANIA S.L. will not be responsible for losses or damages that the user may incur as a result of the availability of the aforementioned websites or external resources, or as a result of the credibility that it grants to the completeness, accuracy or existence of any type of advertising, products or other materials offered through those resources.

RIGHT OF EXCLUSION

CERVEZANIA S.L. reserves the right to deny or withdraw access to the portal or to the PRODUCTS offered without prior notice, on its own or by third parties, to those users and to those users who fail to comply with these General Conditions of Use.

GENERALITIES

CERVEZANIA S.L. pursues the breach of these conditions, as well as any improper use of its portal exercising all civil and criminal actions that may correspond by law.

APPLICABLE LEGISLATION AND JURISDICTION

The relationship between CERVEZANIA S.L. and the user will be governed by current Spanish regulations. And provided that the regulations in force to that effect establish the possibility for the parties to submit to a particular jurisdiction any dispute between the person responsible for the website and the user or the user will be submitted to the Courts and Tribunals of the city of SEVILLA.

EUROPEAN ONLINE CONFLICT RESOLUTION PLATFORM

We inform you that any problem that may arise from the service contracted or product sold, you can use the European online dispute resolution platform, this is:

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