

Terms and Conditions

these Terms and Conditions regulate the use of the Orolíquido de Internet website www.oroliquido.com that Oro Líquido Palla8, SL (hereinafter Orolíquido). with tax domicile at Palla 8, Bajo, 08002 Barcelona, registered in the Mercantile Registry of Barcelona in Volume 37,631, Folio 1, Page B 306489 and provided with CIF B-63872774.

The use of the Orolíquido website attributes the condition of user of the Orolíquido website (hereinafter, the "User") and expresses the full and unreserved agreement of the User to each one of the Terms and Conditions, regarding the version published by Orolíquido at the time of the User's access to the Orolíquido website since they may be modified. Therefore, the User must carefully read the content of these Terms and Conditions, on each of the occasions in which he intends to use the Orolíquido website. In any case, the Terms and Conditions that were exposed on the Orolíquido website at the time that the User makes use of the services provided by Orolíquido through the Orolíquido website will be considered valid and applicable.

The access to and / or the use of said services and contents expresses the entire and unconditional acceptance by the User of the Terms and Conditions in the version published by Orolíquido on its Orolíquido website at the time such access and / or utilization.

The User declares to be of legal age and have sufficient legal capacity to be bound by these Terms and Conditions as well as having read and understood their content. Likewise, you expressly accept without exception that access to and use of this website and its contents takes place under your sole and exclusive responsibility.

Conditions of access and use of the website

The User must register as such, filling in the form for this purpose, entering an identifying username (e-mail) and a password, which will allow the User to formalize the purchase of those products in which they are interested with Orolíquido.

Registration as a customer is free.

The Registered User agrees to make diligent use and to keep secret the password and username that will be assigned to access the services. The User will be liable for the costs and damages caused using the services by any third party who uses their password and username for that purpose due to non-diligent use or loss of the same by the User. To prevent this situation, in the event of loss of your password and username, please immediately contact Orolíquido through the mailbox shop@oroliquido.com.

Only one customer per delivery address is valid, thus the same customer may have different delivery addresses associated with the same user account.

Use of Discount Coupons and Promotions

Users who make use of coupons or discount vouchers in Orolíquido should bear in mind that they may not be cumulative.

All the discount coupons that Orolíquido provides by email or other digital means to its clients will have a maximum validity of 1 month unless otherwise specified.

The application of a voucher or discount coupon may be subject to a purchase for a certain minimum amount in the case of coexisting with a promotion in which the shipping costs have zero cost (0 euros).

Orolíquido reserves the right to cancel coupons or discount vouchers when it observes fraudulent or improper use of the coupon generation system. Fraudulent or improper use of the coupon discount system is considered, among others, the sending of invitations between email accounts of the same person, the use of welcome coupons for the first purchase or the use of coupons from the same campaign in different Orders from the same user or delivered to the same postal address.

It may also be considered a fraudulent or improper use of the coupon discount system the fact of using the same account to make the payment of more than 1 order using the same discount coupon or using discount coupons for invitations with the aim of inviting yourself. even in the case of registered users with different email accounts who share the same delivery address

In the same way, the use of different email accounts for the use of the same coupon or discount voucher created and advertised as a valid coupon for a first purchase, and whose purchase is intended for the same user and / or delivery postal address.

Promotions such as those advertised as free shipping may be subject to the availability of the delivery service provided directly by Orolíquido in certain zip codes. In this sense, the promotion for the first purchase will be offered if the shipping address is located in the detailed postal codes here. This promotion may be subject to the same conditions as the Orolíquido Plus program (such as being authorized only to one delivery address per user)

In any case, Orolíquido reserves the right to cancel those orders derived from the use of said coupons or discount vouchers, in which case it must return the amount of the canceled purchase, excluding any amount that corresponds to said coupons and that, therefore, do not correspond to amounts disbursed by users.

The User agrees to use the Orolíquido.com website in accordance with the Law, with the provisions of these Terms and Conditions, morals, good customs, public order, and generally accepted uses, and agrees to abstain to use the Orolíquido.com website for illicit purposes or effects.

The User will be liable for damages of any kind that Orolíquido may suffer because of breach of any of the obligations to which it is subject by these Terms and Conditions.

Order methods, price and shipping costs

Each of Orolíquido's services can be assigned a shipping cost and are independent. In addition, to make the purchase, a minimum purchase established depending on the store and the delivery area may be required. These requirements will be always reported on the web and will be included in the purchase receipt at the time of order confirmation.

Users have the possibility to place all their orders from the Internet page: www.oroliquido.com or from the mobile application available in the appstore and in the play store. Each Orolíquido user declares that they have full capacity to use credit cards and declare that they have sufficient funds to cover all the costs resulting from the purchase of products through Orolíquido.com.

By pressing the "Pay" button during the purchase process, the user declares to accept all of these Terms and Conditions fully and unreservedly.

The data registered by Orolíquido constitute proof of the transactions made between Orolíquido and the users. Orolíquido will confirm your order by sending an email. For this reason and together for security reasons, the creation of user accounts in Orolíquido through temporary email services such as (but not limited to) Spammgourmet, 10minutemail, Jetable, Yopmail, Mailcatch, Guerrillamail, etc.

All taxes are included in the prices of our products.

Some products, especially from the category of fresh, refrigerated and even

Orolíquido reserves the right to modify its prices at any time, but the products will be invoiced based on the rates in force at the time of order registration (subject to the availability of the product).

Orolíquido reserves the right to reject an order from any user with whom it has a dispute.

Availability

Orolíquido will do everything possible to please all its users in the demand for the products. If the product is not available after the order has been placed, the user will be informed either by email or by phone - at the phone number that the user has registered - of the fact and will be given a choice between the refund of the amount of the product missing or replace it with a similar product

with the payment or surcharge of the price difference of the new product. (* The alternative product proposal service is limited to the capacity of the supplier and will be selected by the customer at the time of purchase).

In this case, the speed of the refund in the customer's bank account will depend on the type of card used in the purchase and the conditions of each bank. Orolíquido will carry out the payment order within a maximum period of 48 hours from the moment the order is delivered.

Payment

Payment for purchases is made by bank card. The accepted bank cards are: Visa, MasterCard.

If the POS (Point of Sale Terminal) reports the denial of the card, the order will be automatically canceled.

Security

For your security Orolíquido has relied on the credit card payment system to a payment gateway. The bank details entered are encrypted and transmitted securely to the servers of the bank and, subsequently, are verified with the issuing bank to avoid possible fraud and abuse.

This data entry procedure is guaranteed by SSL (Secure Socket Layer) -128 bit encryption technology, one of the most advanced and effective protection systems currently available, thanks to which no third party will have access to this relative information via the Internet. to the bank details entered by the customer.

Only the Bank has access to the bank data linked to these means of payment, so that Orolíquido does not know or record these data during the payment transaction or at any other time.

Delivery

Orolíquido will do everything possible to deliver in the time and manner specified during the purchase process. The delivery period will be chosen by the user based on the availability of the service in their postal code, which may be the same day in less than 1 hour or the user may even choose the delivery time slot on any of the available days.

Every time an order is to be shipped; the buyer will receive an email after payment of the purchase.

The purchase order will be available in Orolíquido, once the payment is confirmed, from the issuance of the email. This original purchase order includes VAT.

Orolíquido will ask the user to choose the place of delivery, specifying their address, office or center where they want the product to be delivered, in addition to the contact telephone number in the event that there is any incident with the delivery.

Each delivery is considered to have been made from the delivery of the product by the carrier to the customer in the place indicated by him for the delivery of the order at the time of contracting, materialized by the control system used by the carrier.

Queries and claims should be addressed to Orolíquido by email at shop@oroliquido.com. If a product arrives broken or in poor condition, it is important that within 24 hours of receiving the merchandise, attach photographs to document the incident and indicate the incident by email to the address shop@oroliquido.com or by calling 933022980. In this sense, Orolíquido will reimburse the amount of those products affected by a breakage or incident that occurred during the transport process, such as a loss.

Billing

The customer may request the issuance of the invoice in the payment process. To do so, you just have to check the box "I want an invoice" when you select the delivery time of the purchase. Once the invoice has been requested and the purchase has been delivered, you will receive an email with

the attached invoice approximately 24-48 hours after the delivery of the purchase. If you forget to do so, you can request the invoice by email up to a maximum of the 16th day of the month following the purchase (Royal Decree 1496/2003). If you want to receive the invoice in paper format, send an e-mail to shop@oroliquido.com specifying the user name of the Orolíquido account and the purchase number from which the invoice is to be obtained, together with the billing information (Name and Surname or Company Name, CIF or NIF and Postal address).

Return or Withdrawal

The articles offered in Orolíquido are endorsed by important commercial firms. Offering the highest quality and the best guarantee is the commitment to its customers. If when you receive the order you are not satisfied, you have a period of fourteen (14) calendar days, counting from the date of receipt, to execute the right of return or withdrawal.

If the reason for the return is due to an error by Orolíquido (the product is defective, not the one that was ordered, etc.), Orolíquido will be responsible for the collection costs. If the reason is another (the products were served correctly but they are not to the customer's liking), Orolíquido will pay the cost of the products except for the return transport costs that will be borne by the customer. That is, when the products are served correctly but they are not to the customer's liking and have been returned within the established period (14 calendar days from receipt of the product), Orolíquido will pay the cost of the products and shipping costs (in case they have been paid at the time of purchase) except for the return costs that will be borne by the customer.

In the event that Orolíquido were to make a delivery in a place and during a previously agreed time and confirmed by a client in accordance with the provisions of these Terms and Conditions, and it was not found in said place (hereinafter "non-communicated absence") and during the previously arranged hours, Orolíquido reserves unilaterally, the power to refund the purchase amount to said client, subtracting in any case from the corresponding amount, the expenses that would have accrued as consequence of the transport and / or the preparation of the purchase by it, as well as the return costs. The delivery costs will amount to between 6.99 and 15 euros, which will be determined based on the final delivery address confirmed by the customer and the weight and volume of the order. The return costs for "absence not reported" will be the same applicable for the case provided in the previous paragraph.

If Orolíquido does not deliver at the place and during a time previously agreed upon and confirmed by the customer, the latter may unilaterally refuse the order and Orolíquido must refund the amount of the purchase that has actually been paid.

Orolíquido will only accept returns that meet the following requirements:

1. The product must be in the same state in which it was delivered and must keep, as far as possible, its original packaging and labeling.
2. The shipment must be made using the same box or bag that has been sent, or failing that in a similar format that guarantees the return in perfect condition.
3. You can use the model withdrawal form that appears below, although its use is not mandatory: Customer Support, selecting as subject "I want to return products".

To start the return process, please contact the address shop@oroliquido.com or by calling 93 302 2980.

The goods to be returned will be, always and in any case, unused, except for the provisions of article 79 of Royal Decree 1/2007, of November 16.

In accordance with current legislation (article 103 of Legislative RD 1/2007, of November 16), the foregoing will not apply, among other cases, to:

1. Goods that can deteriorate or expire quickly, open and / or partially consumed products.
2. Sealed goods that are not suitable to be returned for reasons of health protection or hygiene and that have been unsealed after delivery. (For example: Underwear, swimsuits, mattresses, etc.)
3. Goods that after delivery and taking into account their nature have been inseparably mixed with other goods.

4. Sealed sound or video recordings or sealed computer programs that have been unsealed by the consumer and user after delivery. The same criteria will apply to books.
5. Goods made according to the specifications of the consumer and user or clearly personalized.
6. Daily press, periodicals, or magazines, with the exception of subscription contracts for the supply of such publications.

Likewise, in cases of last-minute cancellations by the client or of unreported absences that it is not possible to reschedule a new delivery within 24 hours, Orolíquido reserves the right to cancel the purchase and subtract from the refund the RRP of perishable products that by their nature cannot be returned to Orolíquido's custody (fresh products, prepared or not, or products explicitly purchased for delivery to this customer) as well as shipping costs paid by the customer.

The perfect purchase, or your money back

Orolíquido is committed to ensuring that all its customers' purchases are appropriate in a timely manner. Specifically: that the products that have been ordered are delivered, that all of them are in adequate delivery conditions, and whose delivery is made within the requested time slot, if offered, at the time of purchase.

In all cases, Orolíquido will do everything possible to fulfill this commitment. If any of the above conditions are not met, Orolíquido undertakes to return the amount of money that corresponds to each case with a refund of the money or with a discount coupon.

Orolíquido will pay the product amount when the following assumptions are met:

- Lack of one or more products at the time of delivery
- Product broken or in poor condition
- Wrong product (For example: products received by mistake and not purchased by the customer)
- Product with incorrect expiration date

The refund of the amount of the product will be made either with a direct refund of the amount through the payment method used by the customer in his purchase, or with the payment of coupons in the customer's account, depending on the specific case and the possibilities. In case of doing, if through coupons, these will have a maximum validity of 30 calendar days.

Orolíquido will only make returns of shipping costs from € 2.99 that meet the following requirements:

- Deliveries made one hour late with respect to the time slot selected by the customer

In all cases, the client must inform Orolíquido of the incident through the address shop@oroliquido.com Or by calling 933022980, with the maximum immediacy possible, and always within a maximum period of 24 hours, after receipt of the purchase, or failing that, the completion of the expected delivery period.

Orolíquido reserves the right to cancel the coupons or discount vouchers resulting from the perfect purchase program or when it observes an improper use of the coupon generation system.

To exercise the right of withdrawal, you must notify your decision to withdraw from the contract through an unequivocal statement that manifests it, for this purpose Orolíquido offers the following options:

- A letter sent by post
- An e-mail to shop@oroliquido.com

When exercising this right, the form that will be accepted by the client follows this model, in compliance with the General Law for the defense of consumers and users:

For the attention of Orolíquido SL, Calle Palla 8 Bajo 08002 Barcelona,

I hereby inform you that I am withdrawing from my contract of sale of the following good:

- Ordered on / received on
- Name of the consumer and user or consumers and users
- Domicile of the consumer and user or consumers and users
- Signature of the consumer and user or consumers and users (only if this form is submitted on paper)
- Date

To meet the withdrawal period, it is sufficient that the communication regarding the exercise by you of this right is sent before the corresponding period expires.

Consequences of withdrawal

The refund will be executed a maximum of 48 hours after the receipt and validation of the original condition of the products. Orolíquido will proceed to make said reimbursement using the same means of payment used by the client in the purchase process.

Warranty

The guarantees and after-sales services are governed by Royal Legislative Decree 1/2007 of November 16, which approves the text of the General Law for the Defense of Consumers and Users. In accordance with this standard, the seller is obliged to deliver to the consumer and user products that are in accordance with the contract, responding to him for any lack of conformity. The consumer and user have the right to repair the product, to replace it, to lower the price or to terminate the contract. The legal terms are two years of guarantee duration from the delivery of the product and two months from when the user knows the lack of conformity with the product to notify the seller.

Liability, litigation, and applicable legislation

Orolíquido cannot be held responsible for the breach of the contract entered into in the event of a stock-out, force majeure, disturbance or total or partial strike, in particular, of postal services and means of transport and / or communications, flood or fire, or similar, without prejudice to the return to the customer of the amount of the purchase that has not been satisfied

These Terms and Conditions are governed by Spanish law.

In the event of a dispute, the user will first contact Orolíquido to obtain an amicable solution.

These general conditions of sale will be interpreted in the Spanish language and will be carried out in accordance with Spanish law. Any disagreement that may arise due to its validity, its interpretation or its execution will be presented to the courts of the client's domicile, to which exclusive attribution of jurisdiction is expressly made.

These general conditions are ruled by the Spanish Law. The parties submit, at their option, for the resolution of conflicts and waiving any other jurisdiction, to the courts and tribunals of the user's domicile.

The European Commission also provides consumers in the European Union with the online dispute resolution platform to resolve disputes amicably (article 14 paragraph 1 Regulation (EU) 524/2013, accessible on the web <http://ec.europa.eu/odr>).

Modification of the general conditions of sale

Orolíquido reserves the right to modify the Terms and Conditions without prior notice, being able to change, delete or add both the content and services provided through it and the way in which these are presented or located on its servers.

These changes must be accepted by the user each time a purchase is made through the Orolíquido page.

Orolíquido users who do not agree with the modifications of the Terms and Conditions, must notify it and, from the date on which the new version comes into effect, must stop using Orolíquido services.

If any term included in these Terms and Conditions were declared, totally or partially, null or ineffective, such nullity or ineffectiveness will affect only said provision or the part of it that is null or ineffective, the general conditions subsisting in everything. others, having such provision, or the part of it that is affected, by not being placed.

Industrial and Intellectual Property

All content displayed, trademarks and trade names, both visual and text, mentioned on this website are the exclusive property of their respective and legitimate owners. Orolíquido.com makes legal use of them to designate the contents, in accordance with the limitations of trademark law.

About Orolíquido

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Denial and withdrawal of access to the Orolíquido.com website and / or services

Orolíquido reserves the right to deny or withdraw access to the www.oroliquido.com site and / or services, at any time and without prior notice, on its own initiative or at the request of a third party, to those Users who breach these Terms and Conditions or applicable regulations, as well as the cancellation of orders under suspicion of fraudulent use of the payment method without sufficient proof of ownership of the payment method by the user.