

Terms And Conditions

These General Terms and Conditions govern the order, manner and conditions for purchases and sales through www.clemansdistillery.com - the website of "Clemans" Distillery, owned by "CLEMANS 09" LTD.
("General terms")

These general terms and conditions constitute a sales contract between "CLEMANS 09" OOD and the Client. "CLEMANS 09" Ltd. provides the Client with the opportunity to purchase company products offered through the site by submitting a request and paying the relevant sales price, subject to the Client's compliance with these General Terms and Conditions. The customer can make valid requests for the purchase of the offered goods after sending an order from "contacts" on the site, by which he expresses his agreement with these General Terms and Conditions and undertakes to comply with them. "CLEMANS 09" Ltd. reserves the right to change these General Terms and Conditions at any time, promptly publishing these changes on its website www.clemansdistillery.com, along with a notice of the changes.

I. General provisions

For the purposes of these General Terms and Conditions, the listed terms are used with the following meaning:

- "CLEMANS 09" Ltd. is a commercial company registered in the Commercial Register at the Registration Agency, with EIK: 200871112, VAT ID: BG200871112, with headquarters and management address: village of Gorna Beshovitsa, 4 Chapaev Street, offering for sale its company products through its company website www.clemansdistillery.com
- www.clemansdistillery.com is a company website through which customers can make inquiries and requests in connection with the purchase and sale of spirits produced by "CLEMANS 09" LTD.
- By using www.clemansdistillery.com, you represent and warrant that you are at least 18 years of age.
- "Company products" are understood to mean:
 - spirits within the meaning of the Wine and Spirits Act;Each of the listed items is described with its main characteristics and sales price including VAT and excise duty paid.
- "Customer" means an individual/consumer or legal entity who has filled out an order/request form at www.clemansdistillery.com and has agreed to these General Terms and Conditions. By submitting an order/request, the Customer - a natural person declares and confirms that he is 18 (eighteen) years old. "CLEMANS 09" LTD reserves the right to refuse an order in case of doubt for the Client having completed 18 (eighteen) years of age.

II. Purchase orders/requests

In order to obtain the right to make valid requests to purchase the items offered through www.clemansdistillery.com, the Customer must place an order on the site, thereby declaring his agreement with these General Terms and Conditions.

When sending the order, the Customer voluntarily fills in his personal data such as: name, surname, permanent address,/respective name of the trading company, Bulstad, headquarters and address of management/, delivery address, telephone and email. The information collected will be processed and used solely in connection with processing orders and providing the services you wish to receive from us and our website. This data will not in any form be provided, sold or rented to third parties or used for other purposes.

A confirmation that we have received your order will be sent to the email or phone number specified in the message.

Each purchase request from the Customer through www.clemansdistillery.com based on these General Terms and Conditions is submitted and implemented in fulfillment of the sales contract between the parties. In the case of a dispute whose will is to be bound by the text of these General Terms and Conditions, the person who paid the price of the goods requested for purchase is considered a party to the contract.

1. Submitting an order/purchase request

An order/Purchase Request is submitted as:

The customer fills in the order form from "contacts" at www.clemansdistillery.com, indicating his personal data according to the General Terms and Conditions - name, surname, permanent address, /respective name of the trading company, Bulstad, seat and address of management/, address for delivery, email and phone contact;

In the order, the Customer specifies the type of item and the quantity /number of bottles/;

The request to purchase a product through www.clemansdistillery.com is considered to have been made after the order has been sent;

2. Acceptance of the order/request

The purchase request is accepted by "CLEMANS 09" LLC by sending a message to the Customer's e-mail address with the following content: the main characteristics of the requested product, its selling price, the specified data and delivery address.

The request becomes effective between the parties after checking the availability of the goods requested for purchase and after confirming its validity on the contact phone number specified by the Customer or by sending a message to the Customer's e-mail address.

If an incomplete, incorrect or wrong address and/or phone number is specified when submitting the order/request, it is considered invalid and "CLEMANS 09" LTD is not obligated to fulfill it.

III. Payment methods

After confirmation of the request/order by the Customer, "CLEMANS 09" OOD issues a proforma invoice, which it sends to the specified email address.

Payment is made by bank transfer only.

All prices of goods on www.clemansdistillery.com are in Bulgarian levs, including VAT and paid excise duty. The prices of the goods indicated on the site do not include the costs of delivery.

The goods are sent from an Econt or Speedy office to the delivery address specified by the Customer. Transport costs are at the customer's expense and are paid to the courier upon receipt of the goods.

IV. Delivery

The goods requested for purchase are delivered to the delivery address specified by the Customer

no later than 3 (three) working days /for the territory of the country/ after payment of the price by bank transfer, and the period can be extended during public holidays and/or weekends by the period of non-working days. In all cases, a delay in the specified delivery terms is possible, of which the Customer should be promptly notified.

The goods are delivered properly packed, accompanied by the original invoice.

"CLEMANS 09" LLC is not responsible for delivery delays due to circumstances beyond its control, such as delays by the courier making the delivery. Upon delivery, the goods should be carefully inspected by the Customer and/or a person authorized by him. In case of detection of defects found during delivery, the Customer should enter the type of detected defects in the bill of lading in the presence of the courier and immediately notify "CLEMANS 09" LTD. Upon acceptance of the delivery by the Customer without any comments upon signing the bill of lading presented to him by the courier, all and any subsequent claims for defects of the purchased goods are unfounded and as such should not be satisfied. In the event that the detected defects are not entered in the bill of lading in the presence of the courier upon receipt of the goods and "CLEMANS 09" LTD is not immediately notified, the Customer loses his right to claim.

In the event that the Customer is not found within the deadline for delivery at the address specified by him and/or access to the delivery address is not provided, "CLEMANS 09" LTD is released from its obligation to deliver the requested goods and the Customer loses the opportunity to order the goods to be delivered to him.

When the delivered goods clearly do not correspond to those requested for purchase by the Customer, and this can be established during a simple inspection of the delivered goods, the Customer has the right to request that the delivered goods be replaced with goods corresponding to the purchase application made by him. "CLEMANS 09" LTD reserves the right to choose/change the Courier carrying out the delivery, without being obliged to inform the Customer in advance, as long as this does not reflect the method and term of delivery.

V. Customer Rights

A customer who is a Consumer within the meaning of the Consumer Protection Act has the right to withdraw from the contract at a distance or from the contract outside the commercial premises, without giving a reason, without owing compensation or a penalty, within a period of 14 (fourteen) calendar days, counting from the date on which he took possession of the goods ordered by him. The consumer has the right to withdraw from the contract outside the commercial establishment only and only in relation to goods that are not usable and fall within the scope of the Consumer Protection Act in the part of distance contracts. The right to withdraw from the contract outside the commercial premises does not apply to the delivery of goods which, due to their nature, cannot be returned or are subject to rapid deterioration, or there is a risk of deterioration in their quality characteristics.

In order to exercise his right of withdrawal, the User must unequivocally notify "CLEMANS 09" LTD of his decision to withdraw from the contract by sending a withdrawal request by mail or to the e-mail address clemansdistillery@gmail.com. In order to comply with the period for withdrawal from the contract, it is sufficient for the User to send his message regarding the exercise of the right of withdrawal before the expiry of the period for withdrawal from the contract.

In the event that the User withdraws from the contract, "CLEMANS 09" OOD will refund all payments received, with the exception of delivery costs, additional costs related to a delivery method chosen by the user, other than the one specified above, bank fees and commissions, the costs of returning the goods for which the User has exercised the right of refusal, which costs are entirely at the expense of the User. When the User exercises his right to withdraw from the distance contract or from the off-premises contract and when "CLEMANS 09" OOD has not offered to collect the goods himself, the User must send or deliver the goods back to "CLEMANS 09" OOD or to someone authorized by him without undue delay and no later than 14 (fourteen) calendar days, counted from the date of the notice of withdrawal from the contract.

"CLEMANS 09" LLC will refund the amount paid by the User in all cases no later than 14 (fourteen) calendar days, counted from the date of receipt of the contract cancellation notice. "CLEMANS 09" LLC will refund the amount paid only to the client's bank or card account from which the payment was received or another bank account in a bank operating in the Republic of Bulgaria, expressly indicated by the User in the letter of refusal. "CLEMANS 09" LTD has the right to postpone the refund of payments until the goods are received by the User without this being

considered a delay by "CLEMANS 09" LTD in accordance with the requirements of the Consumer Protection Act. The term is considered to have been met if the User sends back the goods to "CLEMANS 09" LTD before the expiration of the 14-day period. The user should bear the direct costs of returning the goods as courier delivery costs. The goods must be returned in their original packaging in their entirety, complete with accompanying documentation and without damage. In case of non-compliance with the stated obligation by the User, "CLEMANS 09" LTD reserves the right to consider whether to accept back the returned goods and refund the amounts paid.

Legal entities may not enjoy and exercise the right to opt out under this section, as well as any other consumer rights provided for in the Consumer Protection Act, as they are not consumers within the meaning of the supplementary provisions of this Act. The relations between the Legal Entities and the Merchant not regulated by these General Terms and Conditions are regulated by the provisions of the Commercial Law and the Law on Obligations and Contracts.

VI. Others

"CLEMANS 09" LLC has the right to unilaterally change all conditions for delivery of the provided goods and any other information published on the Site without prior notification to the User/Legal Entity. "CLEMANS 09" LTD reserves the right to send the User/Legal Entity messages related to new products and services, with promotions and/or with changes in the conditions and methods of delivery of the provided goods and any other information published on Sites such as those mentioned do not constitute unsolicited commercial communications.

Questions, inquiries and consultations of the User/Legal Entity can be made through the Website of "CLEMANS 09" LTD. These General Terms and Conditions can be updated at any time, and their publication on the Site is considered as notification to the User/Legal Entity of the changes. When using the Site, the User/Legal Entity undertakes to comply with these General Terms and Conditions, as well as the legislation of the Republic of Bulgaria applicable to the goods and services provided on the Site.

THE USER/LEGAL ENTITY AGREE TO THE TERMS OF USE OF THE MERCHANT'S SERVICES BY CLICK

These General Terms and Conditions are effective from 01.02.2021. Mr.

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