

# Terms of Sale

*Last Revised December 22 , 2020*

Welcome to the Asadores el Barril USA LLC – Asadores el Barril USA (web sites, which include but are not limited to [www.grillselbarril.us](http://www.grillselbarril.us), (the "Sites"). The Sites are provided as a service to our customers. Please review the following terms of sale, including an Arbitration Agreement, which govern your use of the Sites (the "Agreement").

**PLEASE READ THESE TERMS OF SALE CAREFULLY. BY PURCHASING ANY PRODUCTS PROVIDED BY ASADORES EL BARRIL USA , YOU AGREE TO BE BOUND BY THESE TERMS OF SALE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SALE, DO NOT MAKE ANY PURCHASES THROUGH OUR WEB SITE.**

We ("ASADORES EL BARRIL USA " or "we"), may make products available to you for purchase through our website (the "Site"). Your purchase of any products through the Site is governed by these Terms of Sale ("Terms of Sale") and our Terms of Use which can be found by following the links under "[www.grillselbarril.us](http://www.grillselbarril.us)" ("Site Terms"), and are incorporated herein by reference. Terms with their initial letters capitalized and not otherwise defined in these Terms of Sale will have the meaning given to them in our Site Terms.

## Right to Change Terms of Sale

We reserve the right to change these Terms of Sale at any time and in our sole discretion. If we make any changes, we will provide you with notice, such as by sending an email, providing notice through the Site or updating the date at the top of these Terms of Sale. These changes will not apply to products you have already purchased, but your continued purchase of products through the Site will confirm your acceptance of such changes. We encourage you to frequently review these Terms of Sale prior to making any purchase through the Site to ensure you understand the terms and conditions that apply to your purchase of products through the Site. If you do not agree to the amended Terms of Sale, you must stop purchasing products through the Site.

If you have any questions regarding these Terms of Sale or purchases made through our Site, you can contact us by visiting [www.grillselbarril.us](http://www.grillselbarril.us)

## Pricing Policy

All prices are shown in U.S. dollars (except where otherwise noted) and taxes, shipping and handling charges are additional. All items are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or any part of an order and to discontinue products without notice, even if you have already placed your order. A product appearing on the Site does not guarantee that product's stock or availability. In some cases, we may have to cancel a placed order when we determine a product is no longer available. All prices are subject to change without notice, and you agree that taxes may be adjusted from the amount shown on the payment checkout screens. Several factors may cause this adjustment, such as variances between processor programs and changes in tax rates.

You will be responsible for any applicable sales or use taxes, duties or other governmental taxes or fees payable in connection with your purchase. If you do not pay such taxes or fees in connection with a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable. ASADORES EL BARRIL USA reserves the right to collect such taxes or other fees from you at any time.

#### Site Transactions

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

#### Errors, Inaccuracies, and Omissions

We attempt to be as accurate as possible and to eliminate errors on the Site; however, occasionally there may be information on our Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability.

In the event of an error, whether on the Site, in an order confirmation, in processing an order, when delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund.

#### Shipping Charges

When a product order is placed for delivery, it will be shipped to the address designated by the purchaser, as long as such shipping address is compliant with the shipping restrictions contained on the Site. All deliveries of product purchases from a Site are made pursuant to a shipment contract. You agree to pay all shipping and handling charges shown to you at the time you place your order. We reserve the right to increase, decrease, add or eliminate these charges from time to time, and you agree to check all charges prior to placing an order. In general, we ship all products by economy ground delivery, which may be provided by any number of shipping service providers, unless otherwise indicated on the applicable product page or otherwise directed by you. Shipping and handling charges displayed during the checkout process may or may not reflect actual costs. All orders placed through the Site are shipment contracts, not destination contracts. Any shipping or delivery dates or times shown on the Site are estimates only and actual delivery dates and times may vary. We are not liable for any claims or damages resulting from any delays to your receipt of goods. You will not obtain or direct shipment of any product purchased through the Site for export. As a result, risk of loss and title for products purchased from a Site pass to you upon delivery to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

#### Payments

Only valid credit cards and other payment methods acceptable to us may be used to purchase products through the Site, and all refunds will be credited to the same credit card or, in our discretion, other payment method. By submitting an order through the Site, you represent and warrant that you are authorized to use the designated credit card or other payment method and authorize us to charge that card or other payment method for the purchase amount of your order (including taxes, shipping, handling and any other amounts described on the Site). When you provide your payment information, you authorize us (or a third party service provider working on our behalf) to process and store your payment and other related information. If the credit card or other payment method you designate cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically at any time. You are responsible for resolving any problem we encounter in order to proceed with your order.

#### Returns and Exchanges

Please refer to our Refund and Return Policy at [www.grillselbarril.us](http://www.grillselbarril.us) for general refund and return information and instructions. Notwithstanding anything to the contrary in this Agreement or with respect to any ASADORES EL BARRIL USA warranty policy, you may not return our products.

#### Indemnification

You agree to defend, indemnify and hold ASADORES EL BARRIL USA . harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, due to your use of the Sites and/or your breach of any representation, warranty, or other provision of the Agreement.

## DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

### Informal Dispute Resolution.

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and ASADORES EL BARRIL USA . agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to ASADORES EL BARRIL USA at:

[info@asadoreselbarril.com](mailto:info@asadoreselbarril.com)  
Asadores el Barril USA LLC  
1525 N Park Drive Suite 104  
Weston, FL  
+1(980)309-9700

or

(2) to you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and ASADORES EL BARRIL USA agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

### Arbitration Agreement.

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and ASADORES EL BARRIL USA . expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to:

[info@asadoreselbarril.com](mailto:info@asadoreselbarril.com)  
Asadores el Barril USA LLC  
1525 N Park Drive Suite 104  
Weston, FL  
+1(980)309-9700

You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. ASADORES EL BARRIL USA will reimburse those fees for claims totaling less than \$1,000. ASADORES EL BARRIL USA waives its right to seek attorneys’ fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

In lieu of arbitration, either you or ASADORES EL BARRIL USA may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. **You and ASADORES EL BARRIL USA agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and ASADORES EL BARRIL USA hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

## Termination

With the exception of the Arbitration Agreement, which shall survive the termination of these terms, these terms are effective unless and until terminated by either you or ASADORES EL BARRIL USA . You may terminate this Agreement at any time. ASADORES EL BARRIL USA also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

## General

This Agreement shall be governed by the laws of the State of Florida without regard to choice of law principles, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of ASADORES EL BARRIL USA .'s right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Sites.