### **GENERAL CONDITIONS**

#### **1. ACCEPTANCE AND AVAILABILITY**

These Conditions regulate the legal relationship derived from the purchase processes formalized by the Users through the Amadecosta.com website. Users expressly accept full and unreserved adherence to these provisions, in the version published by Amadecosta.com at the time the User contracts the product in which he is interested. Therefore, the User agrees to carefully read the contracting conditions, each time they proceed to contract a product, given that they have been subject to modification since the last time they agreed. By accepting these General Contracting Conditions, the User declares:

a.. That she is a person with the capacity to contract and is 18 years old.

b. That you have read and accept these general contracting conditions.

The User will always have access, in any case, prior to the start of the product purchase procedure, to the contracting conditions, being able to be stored and / or reproduced on a durable medium.

### 2. NATURE OF THE CONTRACT

Through this contract Amadecosta.com (AMADECOSTA, with registered office in San Javier, Murcia, c / Zarandona54, and NIF ES Y 4294166 B) sells to the customer (any natural or legal person with whom Amadecosta.com signs any contract of sale of its website) and she buys the product specified in the invoice / delivery note / order from Amadecosta.com. A "contract" is understood as the sale and purchase operation that is implemented through this document. "Product" is understood as the merchandise to be purchased.

### 3. PRICE

The prices of our products are expressed in euros and include the corresponding Value Added Tax (VAT) depending on the product.

Amadecosta.com 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 the order is registered. We do not assume responsibility for any typographical or arithmetic error that may appear on the page.

### 4. AVAILABILITY

Our offers and prices are valid as long as they are displayed on the website, and always based on available stocks.

Normally we only offer products that we have in stock. For products that are not in our warehouses, our offers are valid on the condition that there is availability from our

suppliers. Within this framework, indications on the availability of products will be provided at the time each order is processed.

In the event that the product is not available after the processing of an order, the buyer will be informed by email or telephone of the delivery of only a part of his order and he may accept or cancel the order. In any case, the client will receive a refund of the partial or complete amount within a maximum period of 72h.

### **5. PAYMENT**

Payment of the product will be made online with a VISA credit card, MASTERCARD or by bank transfer.

Amadecosta.com will deliver the corresponding invoice to the client when he requests it when completing the contracting data. This invoice will be physically delivered to you along with the order. The credit card will be charged at the time of purchase. All purchase transactions are carried out within a strict framework of confidentiality and encryption thanks to the SSL protocol. Thus, Amadecosta.com guarantees the confidentiality of the data provided by the client through encryption, avoiding its communication to third parties outside the legal relationship, in accordance with the provisions of Law 15/99 on the Protection of Personal Data. Randomly, to reinforce security and to verify the reliability of the data provided during the placing of an order, the company may request additional information from the customer (such as a copy of the DNI or proof of address of less than three months old) that to verify that the purchase has been made by the cardholder. The document must be sent within five business days, Amadecosta .com reserving the right to refund the order if it does not receive the requested documents or if they are not valid. Likewise, Amadecosta.com reserves the right to cancel or reject any order from a customer with whom it maintains a dispute regarding the payment of a previous order. Amadecosta.com does not have access to your bank details or store them on its servers. For this reason, you must provide them again each time you make a new transaction on our website. In this way you get double protection against abuse and fraud.

## 6. SECURITY AND CONFIDENTIALITY

Amadecosta.com complies with the provisions of Organic Law 15/1999, of December 13, on the Protection of Personal Data, and the regulations on Information Society Services and Electronic Commerce, so it has adopted the procedures administrative and technical necessary to guarantee the security of the personal data that we collect. At the moment that a client places an order, his personal, domiciliary data and those related to his form of payment are incorporated into our database, being used only to process the order and send information about offers and services from companies in the group that may be of interest to our customers. Amadecosta.com ensures the confidentiality of the data provided by our clients, since the personal data requested is always strictly necessary. Amadecosta.com undertakes not to give them any other use than that agreed and not to assign or sell them to third parties outside the group

companies under any circumstances. In any case, Amadecosta.com customers may at any time exercise their rights of access, rectification, cancellation and opposition, communicating it in writing to biuro@amadecosta.com. In this sense, the User is informed and consents to the incorporation of their data into the automated files owned by Amadecosta.com (AMADECOSTA, with registered office in San Javier, Murcia, c / Zarandona54, and NIF: ES Y 4294166 B ) duly registered before the General Registry of Protection of Personal Data, and for the automated treatment of your data, as a result of the consultation, request or contracting of any service, or of any transaction or operation carried out, in order to access the information and services provided by Amadecosta.com through the website, and where appropriate for the maintenance of the contractual relationship, as well as for the sending of offers or advertising and promotional communications of the group companies. The User declares that all the information provided by him is true and correct, and undertakes to communicate to Amadecosta.com the changes that occur in them. The User has the right to oppose the processing of any of their data that is not essential for the conclusion of the contract and its use for any purpose other than maintaining their contractual relationship. Amadecosta.com. privacy policy guarantees the User in any case the possibility of exercising their right of access, rectification, cancellation and opposition of their data, notifying Amadecosta.com by sending an e-mail to the biuro @ amadecosta.com. Likewise, and in compliance with Law 34/2002 on Services of the Information Society and Electronic Commerce, Amadecosta.com will exclusively send offers or advertising and promotional communications electronically to your email address or through other means of communication. electronic equivalent, to those Users who have expressly granted their consent.

Amadecosta.com informs the User that they may unsubscribe from this type of communication, following the instructions that appear at the end of all our emails or communicating it in writing to the email address <u>biuro@amadecosta.com</u>

### 7. RIGHTS AND OBLIGATIONS OF THE PARTIES

**a.** Obligations of Amadecosta.com: Amadecosta.com, undertakes to comply with the following contractual obligations: Provide the User with the maximum guarantees, the service requested by him in accordance with the provisions of the contracting conditions, without breaching contractual good faith .

Expressly inform the User of the existence of these conditions prior to the start of the contracting procedure.

Inform the User prior to hiring and in a concrete, clear, precise and unequivocal manner, of the specific characteristics of the services requested, such as the price thereof and the applicable taxes.

Make a copy of the text of the general conditions available to the User.

**b**. Obligations of the User For her part, the User agrees to:

Carry out full compliance with the provisions of these conditions of the services provided by Amadecosta.com, complete the registration forms prior to the start of the contracting procedure with accurate and current information. Properly provide the bank details requested by Amadecosta.com, pay the price of the products purchased, without the filing of a claim exempting you from this obligation.

**c**. User rights: All the information provided to the client will be binding for the offeror under the terms established by current legislation.

All users have the right to ensure that the goods they purchase are of the category and legal requirements contracted or of a quality that is directly proportional to the category of the establishment.

## 8. VALIDITY PERIOD OF THESE CONDITIONS

The period of validity of these conditions will be the time they remain published on the Web page and will be applied to the services purchased at the time that said conditions were available.

In any case, Amadecosta.com reserves the right to modify them unilaterally, without this affecting the services contracted by users prior to the modification, except in those cases in which the user

the contracted service would have changed or modified, in which case the conditions in force at the time of the change and / or modification will apply.

### 9. NULLITY AND INEFFECTIVENESS OF THE CLAUSES

If any clause included in these conditions is declared totally or partially null or ineffective, such nullity will affect only said provision or the part of it that is null or ineffective, remaining in all other conditions.

## **10. NAVIGATION, ACCESS AND SECURITY**

Accessing and browsing this website implies accepting and knowing the legal warnings, conditions and terms of use contained therein. Amadecosta.com makes every effort to ensure that browsing is carried out in the best conditions and to avoid damages of any kind that may occur during it. This web site has been designed to support the most used browsers (explorer, chrome, firefox, safari, opera).

Amadecosta.com is not responsible for any damages of any kind that may be caused to users by the use of other browsers or different versions of the browsers for which the website has been designed. Access to this website is done in an unsecured environment, so the information is transmitted in an unencrypted form. Access to this web site may involve the use of cookies. Cookies are small amounts of information that are stored in the browser used by each user so that the server remembers certain information that later only the server that implemented it will read. Cookies generally have a limited duration. No cookie on this website allows you to contact the user's phone number, email address or any other means of contact. No cookie on this website can extract information from the user's hard drive or steal personal information. The only way, on this website, for a user's private information to form part of the cookie file is for the user to personally give that information to the server. Those users who do not wish to receive cookies or want to be informed of their setting can configure their browser for this purpose.

Amadecosta.com is not responsible for or guarantees that access to this web site is uninterrupted or error-free. Neither is it responsible or guarantees that the content or software that can be accessed through this web site is free from error or causes damage. In no case will Amadecosta.com be liable for losses, damages or losses of any kind that arise from accessing and using the website, including but not limited to those caused to computer systems or those caused by the introduction of virus. Amadecosta.com is not responsible for any damages that may be caused to users by improper use of this website.

### **11. INTELLECTUAL PROPERTY**

All the information contained in www.amadecosta.com, as well as its graphic design and the codes used, are protected by copyright and other protection rights contained in Royal Legislative Decree 1/1996, of April 12, by which The Consolidated Text of the Intellectual Property Law is approved. These rights belong exclusively to Amadecosta.com, or its licensors, therefore, any act of reproduction, distribution, transformation or public communication, as well as any type of transfer, of all or part of the content of this site, is expressly excluded, and in general of any object that according to the current legislation is protectable by the rules of intellectual property. All content on the website and all content available through the services provided, including designs, text, graphics, images, video, information, applications, software, music, sound and other files, as well as their selection and arrangement (the " Content ") are the exclusive property of Amadecosta.com, or its licensors, with all rights reserved. No part of the" Content "of the website may be modified, copied, distributed, framed, reproduced, republished, downloaded, extracted, displayed, published, transmitted or sold in any way or by any means, totally or partially, without the prior written consent of Amadecosta.com As long as the user is entitled to use the website, Amadecosta.com grants a limited license to use and access the website and the "Content" of the website and to download legitimately and only for personal and non-commercial use, its content, as long as all adver are kept intact copyright and intellectual property rights. You cannot upload or republish "Content" from the website on any Internet, Intranet or Extranet site or integrate the information into databases or compilation. Any other use of the "Content" of the website is strictly prohibited.

### **12. TRADEMARKS**

All brands, logos and anagrams displayed on this site are the property of Amadecosta.com or third party companies. The use, without prior consent, of any element of www.amadecosta.com that is subject to protection in accordance with current legislation on industrial property is expressly prohibited. In particular, trademarks, trade names, store signs, names, logos, slogans or any type of distinctive sign belonging to Amadecosta.com may not be used without the written permission of Amadecosta.com or the third company.

## **13. JUDICIAL ACTIONS**

Amadecosta.com reserves the possibility of exercising the corresponding legal actions against users who violate or infringe intellectual and industrial property rights.

# **14. APPLICABLE LAW AND JURISDICTION.**

The General Contracting Conditions exposed here are subject to Spanish legislation. In the event of litigation over the interpretation, execution or validity of these general conditions of sale, the contracting parties submit to the Courts and Tribunals of San Javier, Murcia, expressly waiving any other jurisdiction that may correspond to them, assuming the part that fails to comply the contract the judicial and extrajudicial expenses derived from the claim, including the expenses of lawyers, attorneys, etc.

Amadecosta.com is managed by the company: AMADECOSTA, with registered office in San Javier, Murcia, c / Zarandona54, and NIF: ES Y 4294166 B.