

E-COMMERCE (PRODUCTS). General contracting conditions



GENERAL CONTRACTING CONDITIONS

Introduction

This contractual document will govern the General Conditions for contracting products (hereinafter, "Conditions") through the website esenciasdeelsports.com, owned by ESENCIAS DE ELS PORTS S.L. under the trademark of ESENCIAS DE ELS PORTS S.L., hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the USER's disposal to reproduce and save them as confirmation of the contract, and may be modified at any time by ESENCIAS DE ELS PORTS SL. It is the responsibility of the USER to read them periodically, since those that are in force will be applicable at the time of ordering. ESENCIAS DE ELS PORTS S.L. will archive the electronic document where the purchase is formalized and will have it available to the USER in case they request it.

The contracts will not be subject to any formality with the exception of the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Acceptance of this document implies that the USER:

- He has read, understands and understands what is stated here.
- He is a person with sufficient capacity to contract.
- He assumes all the obligations set forth herein.

These conditions will have an indefinite validity period and will be applicable to all contracts made through the PROVIDER's website.

The PROVIDER informs that the business is responsible and knows the current legislation of the countries to which it sends the products, and reserves the right to unilaterally modify the conditions, without this affecting the goods or promotions that were previously acquired from the modification.

Identity of the contracting parties

On the one hand, the PROVIDER of the products contracted by the USER is ESENCIAS DE ELS PORTS S.L., with registered office at Calle Plaza, 1, Cincorres - 12318 (Castelló), NIF B-12968533 and with a customer service telephone number 964171273.

And on the other, the USER, registered on the website by means of a username and password, over which he has full responsibility for use and custody, and is responsible for the veracity of the personal data provided to the PROVIDER.

Object of the contract

The purpose of this contract is to regulate the contractual relationship of sale born between the PROVIDER and the USER at the moment in which the latter accepts the corresponding box during the online contracting process.

The contractual relationship of sale entails the delivery, in exchange for a certain price and publicly exposed to through the website, of a specific product.

Data rectification

When the USER identifies errors in the data published on the website or in the documents generated by the contractual relationship, he/she may notify them to the email esenciasdeelsports@gmail.com so that ESENCIAS DE ELS PORTS S.L. correct them as soon as possible.

The USER may keep their data updated by accessing their user account.

Recruitment procedure

The USER, in order to access the products or services offered by the PROVIDER, must be of legal age or an emancipated minor and register through the website by creating a user account. Therefore, the USER must freely and voluntarily provide the personal data that will be required, which will be treated in accordance with the provisions of Regulation (EU) 2016/679, of April 27, 2016 (GDPR), relative to the protection of natural persons with regard to the processing of personal data and the free circulation of these data and Organic Law 3/2018, of December 5 (LOPDGDD), regarding the protection of personal and detailed data in the Legal Notice and in the Privacy Policy of this website.

The USER will select a username and password, committing to make diligent use of them and not to make them available to third parties, as well as to notify the PROVIDER of the loss or theft of them or possible access by an unauthorized third party, so that it proceeds to the immediate blockade.

Once the user account has been created, it is reported that in accordance with what is required by article 27 of Law 34/2002, on Services of the Information Society and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Shipping and delivery of orders.
3. Right of withdrawal.
4. Claims and online dispute resolution.
5. Force majeure.
6. Competition.
7. Generalities of the offer.
8. Price and validity period of the offer.
9. Transportation costs.
10. Form of payment, expenses and discounts.
11. Purchase process.
12. Disassociation and suspension or termination of the contract.
13. Guarantees and returns.
14. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless specifically stipulated in writing, placing an order to the PROVIDER will imply acceptance by the USER of these legal conditions. No stipulation made by the USER may differ from those of the PROVIDER if it has not been expressly accepted in advance and in writing by the PROVIDER.

2. SHIPPING AND DELIVERY OF ORDERS

The PROVIDER will not send any order until it has verified that the payment has been made.

Merchandise shipments will usually be made by EXPRESS COURIER (POSTAL EXPRESS, SEUR, UPS, STD, etc.), according to the destination freely designated by the USER.

The shipment will be made once the availability of the merchandise has been confirmed and the payment of the order has been verified.

The delivery time will be between 2 and 6 working days, depending on the destination population and the chosen form of payment. The expected shipping and delivery date will be provided prior to order confirmation.

Lack of performance of the distance contract

In case of not being able to execute the contract because the contracted product or service is not available within the foreseen period, the USER will be informed of the lack of availability and that he will be entitled to cancel the order and receive a refund of the total amount paid without any cost, and without incurring any liability for damages attributable to the PROVIDER.

In case of unjustified delay by the PROVIDER regarding the refund of the total amount, the USER may claim that double the amount owed be paid, without prejudice to their right to be compensated for damages suffered in excess of said amount.

The PROVIDER will not assume any responsibility when the delivery of the product or service does not take place, because the data provided by the USER is false, inaccurate or incomplete.

The delivery will be considered made when the carrier has made the products available to the USER and the USER, or his/her delegate, has signed the delivery receipt document.

The PROVIDER will respond to the USER for any lack of conformity that exists at the time of delivery of the order, and the USER may, by means of a simple declaration, demand the correction of said lack of conformity, the reduction of the price or the termination of the contract. In any of these cases, the USER may also demand compensation for damages, if applicable.

The USER will have the right to suspend the payment of any pending part of the price of the purchased product until the PROVIDER complies with the obligations established in this contract.

It is the responsibility of the USER to verify the products upon receipt and expose all the exceptions and claims that may be justified in the delivery receipt document.

3. RIGHT OF WITHDRAWAL

The USER has a period of fourteen calendar days, counted from the date of receipt of the product or from the conclusion of the purchase-sale contract if it were a provision of a service, to exercise the right of withdrawal. If the PROVIDER does not comply with the duty of information and documentation on the right of withdrawal, the term for its exercise will end twelve months after the expiration date of the initial withdrawal period (article 103 of RDL 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws).

The right of withdrawal will not be applicable (art. 103 RDL 1/2007, of November 16th) to contracts that refer to:

- a) The provision of services, once the service has been fully executed, when the execution has begun, with the prior express consent of the consumer and user and with the acknowledgment on their part that they are aware that, once the contract has been completely executed by the employer, you will have lost your right of withdrawal.
- b) The supply of goods or the provision of services whose price depends on fluctuations in the financial market that the employer can not control and that may occur during the withdrawal period.
- c) The supply of goods made according to the specifications of the consumer and user or clearly personalized.
- d) The supply of goods that may deteriorate or expire quickly.

- e) The supply of sealed goods that are not suitable to be returned for reasons of health protection or hygiene and that have been unsealed after delivery.
- f) The supply of goods that after delivery and taking into account their nature have been inseparably mixed with other goods.
- g) The supply of alcoholic beverages whose price has been agreed at the time of entering into the sale contract and which cannot be delivered within 30 days, and whose real value depends on market fluctuations that the entrepreneur cannot control.
- h) Contracts in which the consumer and user have specifically requested the employer to visit him to carry out urgent repair or maintenance operations; If, during that visit, the entrepreneur provides additional services to those specifically requested by the consumer or supplies goods other than the spare parts necessarily used to carry out maintenance or repair operations, the right of withdrawal should apply to said additional services or goods. .
- i) The supply of sealed sound or video recordings or sealed computer programs that have been unsealed by the consumer and user after delivery.
- j) The supply of daily press, periodicals or magazines, with the exception of subscription contracts for the supply of such publications.
- k) Contracts concluded through public auctions.
- l) The supply of accommodation services for purposes other than serving as housing, transportation of goods, vehicle rental, food or services related to leisure activities, if the contracts foresee a specific date or period of execution.
- m) The supply of digital content that is not provided on a material support when the execution has begun with the prior express consent of the consumer and user with the knowledge on their part that they consequently lose their right of withdrawal.

4. CLAIMS AND DISPUTE RESOLUTION ONLINE

Any claim that the USER considers appropriate will be attended to as soon as possible, and can be made at the following contact addresses:

Postcard: ESENCIAS DE ELS PORTS S.L., Calle Plaza, 1, Cinctorres - 12318 (Castelló)

Telephone: 964171273

E-mail: Esenciasdeelsports@gmail.com

Online Dispute Resolution

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online conflicts between the USER and the PROVIDER, without the need to resort to the courts of justice, through the intervention of a third, called the dispute resolution body, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement, finally being able to suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

5. FORCE MAJEURE

The parties will not incur liability for any fault due to a major cause. The fulfilment of the obligation will be delayed until the cessation of the case of force majeure.

6. COMPETITION

The USER may not assign, transfer or transmit the rights, responsibilities and obligations contracted in the sale.

If any stipulation of these conditions is considered null or impossible to fulfil, the validity, legality and fulfilment of the rest will not be affected in any way, nor will they be modified in any way.

The USER declares to have read, know and accept these Conditions in their entirety.

7. GENERAL INFORMATION OF THE OFFER

All sales and deliveries made by the PROVIDER will be understood to be subject to these Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of ESENCIAS DE ELS PORTS S.L. or to what is stipulated here, it will take effect, except for an express written agreement signed by the PROVIDER, in this case, these particular agreements will prevail.

8. PRICE AND TERM OF VALIDITY OF THE OFFER

The prices indicated for each product or service include Value Added Tax (VAT) or other taxes that may be applicable. These prices, unless expressly indicated otherwise, do not include shipping or communication costs, handling or any other additional services and attachments to the product purchased.

The prices applicable to each product are those published on the website and will be expressed in the EURO currency.

The USER assumes that the economic valuation of some of the products may vary in real time.

Before making the purchase, he will be able to check online all the details of the budget: items, quantities, price, availability, transport costs, charges, discounts, taxes and the total of the purchase. Prices may change daily as long as the order is not placed.

Once the order is placed, the prices will be maintained whether there is product availability or not.

Any payment made to the PROVIDER entails the issuance of an invoice in the name of the registered USER or of the business name that he has informed at the time of placing the order. In case of wanting to receive the invoice by email, he must request it by any of the means that the PROVIDER makes available to him, informing him that at any time he may revoke said decision.

For any information about the order, the USER may contact through the PROVIDER's customer service telephone number 964 17 12 73 or via email to the address esenciasdeelsports@gmail.com.

9. TRANSPORTATION COSTS

The prices published in the store do not include shipping or communication costs, or installation or download costs, or complementary services, unless expressly agreed in writing to the contrary. The transport costs have an expense of 8.00€ (VAT included) for each of the purchases made. Although, you can also collect the products purchased on the website, free of charge from the municipality of Cinctorres. We will contact you if you choose this collection method.

10. FORMS OF PAYMENT, CHARGES AND DISCOUNTS

The PROVIDER is responsible for economic transactions and enables the following ways to pay for an order:

- Credit card
- Wire transfer

Security measures

The website uses information security techniques generally accepted in the industry, such as SSL, data entered in a secure page, firewalls, access control procedures and cryptographic mechanisms, all with the aim of preventing unauthorized access to the data. To achieve these ends, the user / client accepts that the provider obtains data for the purposes of the corresponding authentication of access controls.

The PROVIDER undertakes not to allow any transaction that is considered illegal by the credit card brands or the acquiring bank and that may or has the potential to damage their goodwill or negatively influence them.

The sale or offer of a product or service that does not comply with all the laws applicable to the Purchaser, Issuing Bank, Merchant or Holder of the card or cards is prohibited by virtue of the programs of the card brands.

11. PURCHASE PROCESS

Any product from our catalogue can be added to the basket. In this, only the articles, the quantity, the price and the total amount will be observed. Once the basket is saved, the charges and discounts will be calculated according to the payment and shipping data entered.

The baskets do not have any administrative link, it is only a section where a budget can be simulated without any commitment by both parties.

From the basket you can place an order by following the steps below for its correct formalization:

1. - Checking the billing information.
2. - Verification of the shipping address.
3. - Selection of the payment method.
4. - Place the order (buy).

Once the order is processed, the system sends an email to the PROVIDER's management department and another to the USER's email confirming the placing of the order.

12. DISSOCIATION AND SUSPENSION OR TERMINATION OF THE CONTRACT

If any of these terms and conditions is considered illegal, void or for any unenforceable reason, this condition will be considered severable and will not affect the validity and enforceability of any of the remaining conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services and training, in whole or in part, when the USER does not comply with the obligations established in this contract or any legal provision, license, regulation, directive, code of practice or policies that are applicable.

When the PROVIDER exercises any of its rights or powers under this Clause, such exercise will not prejudice or affect the exercise of any other right, power or resource that may be available to The PROVIDER.

13. GUARANTEES AND RETURNS

The guarantee of the products offered will respond to the following articles based on Royal Legislative Decree 1/2007, of November 16th, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws:

Article 114. General principles.

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 that exists at the time of delivery of the product.

Article 115. Scope of application.

1. Are included in the scope of this title the contracts for the sale of products and the contracts for the supply of products to be produced or manufactured.
2. The provisions of this title will not apply to products acquired through judicial sale, to water or gas, when they are not packaged for sale in limited volume or specified quantities, and to electricity. Nor will it be applicable to second-hand products acquired in an administrative auction to which consumers and users can attend personally.

Article 116. Conformity of the products with the contract.

1. Unless proven otherwise, it will be understood that the products are in accordance with the contract provided that they meet all the requirements expressed below, unless due to the circumstances of the case, any of them is not applicable:
 - a) They conform to the description made by the seller and possess the qualities of the product that the seller has presented to the consumer and user in the form of a sample or model.
 - b) Are suitable for the uses to which products of the same type are ordinarily intended.
 - c) Are suitable for any special use required by the consumer and user when they have made the seller aware of it at the time of the contract, provided that the seller has admitted that the product is suitable for such use.
 - d) They present the usual quality and benefits of a product of the same type that the consumer and user can reasonably expect, taking into account the nature of the product and, where appropriate, the public statements about the specific characteristics of the products made by the seller, producer or their representative, in particular in advertising or labelling. The seller will not be bound by such public statements if he demonstrates that he was unaware and could not reasonably be expected to be aware of the statement in question, that such statement had been corrected at the time of conclusion of the contract or that such statement could not influence the decision to buy the product.
2. The lack of conformity that results from an incorrect installation of the product will be equated to the lack of conformity of the product when the installation is included in the contract of sale or supply regulated in article 115.1 and has been carried out by the seller or under his responsibility, or by the consumer and user when faulty installation is due to an error in the installation instructions.
3. There will be no place for liability for lack of conformity that the consumer and user knew or could not have justifiably ignored at the time of the conclusion of the contract or that have their origin in materials supplied by the consumer and user.

Article 117. Incompatibility of actions.

The exercise of the actions contemplated in this title will be incompatible with the exercise of the actions derived from the reorganization for hidden defects of the sale.

In any case, the consumer and user will have the right, in accordance with civil and commercial legislation, to be compensated for damages derived from the lack of conformity.

Article 118. Responsibility of the seller and rights of the consumer and user.

The consumer and user have the right to repair the product, to replace it, to reduce the price or to terminate the contract, in accordance with the provisions of this title.

Article 119. Repair and replacement of the product.

1. If the product does not comply with the contract, the consumer and user may choose between demanding the repair or replacement of the product, unless one of these two options is objectively impossible or disproportionate. From the

moment the consumer and user communicate the chosen option to the seller, both parties will have to abide by it. This decision of the consumer and user is understood without prejudice to the provisions of the following article for cases in which the repair or replacement fails to bring the product into compliance with the contract.

2. The form of reorganization that, in comparison with the other, imposes unreasonable costs on the seller will be considered disproportionate, taking into account the value that the product would have if there was no lack of conformity, the relevance of the lack of conformity and if the alternative form of sanitation could be carried out without major inconveniences for the consumer and user.

To determine whether the costs are unreasonable, the costs for one form of remediation must also be considerably higher than the costs for the other form of remediation.

Article 120. Legal regime for the repair or replacement of the product.

Repair and replacement will conform to the following rules:

a) They will be free for the consumer and user. Said gratuity will include the necessary expenses incurred to correct the lack of conformity of the products with the contract, especially the shipping costs, as well as the costs related to labor and materials.

b) They must be carried out within a reasonable time and without major inconveniences for the consumer and user, taking into account the nature of the products and the purpose they had for the consumer and user.

c) The repair suspends the computation of the terms referred to in article 123. The suspension period will begin from when the consumer and user make the product available to the seller and will conclude with the delivery to the consumer and user of the product already repaired. During the six months after delivery of the repaired product, the seller will be liable for the lack of conformity that led to the repair, presuming that it is the same lack of conformity when defects of the same origin as those initially manifested are reproduced in the product.

If the repair is completed and the product is delivered, it is still not in accordance with the contract, the consumer and user may demand the replacement of the product, unless this option is disproportionate, the price reduction or the termination of the contract in the terms provided in This chapter.

e) The substitution suspends the terms referred to in article 123 from the exercise of the option by the consumer and user until the delivery of the new product. In any case, article 123.1, second paragraph, shall apply to the substitute product.

f) If the replacement fails to bring the product into compliance with the contract, the consumer and user may demand the repair of the product, unless this option is disproportionate, the price reduction or the termination of the contract in the terms provided in this chapter.

g) The consumer and user may not demand replacement in the case of non-expendable products, nor in the case of second-hand products.

Article 121. Price reduction and termination of the contract.

The price reduction and the termination of the contract will proceed, at the choice of the consumer and user, when the latter cannot demand the repair or replacement and in cases where these have not been carried out within a reasonable time or without major inconveniences for the consumer and user. The resolution will not proceed when the lack of conformity is of little importance.

NOTE according to art. 108.2: The USER is informed that he will only be responsible for the decrease in value of the goods resulting from a manipulation of the same other than that necessary to establish their nature, characteristics or operation. In no case will he be responsible for the decrease in the value of the goods if the employer has not informed him of his right of withdrawal in accordance with article 97.1.i).

Article 122. Criteria for the price reduction.

The price reduction will be proportional to the difference between the value that the product would have had at the time of delivery had it been in accordance with the contract and the value that the product actually delivered had at the time of said delivery.

Article 123. Deadlines.

1. The seller is liable for any lack of conformity that appears within a period of two years from delivery. In second-hand products, the seller and the consumer and user may agree on a shorter period, which may not be less than one year from delivery.

Unless proven otherwise, it will be presumed that the lack of conformity manifested in the six months after the delivery of the product, whether it is new or second-hand, already existed when the thing was delivered, except when this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

2. Unless proven otherwise, delivery is understood to have been made on the day that appears on the invoice or purchase receipt or on the corresponding delivery note if it is later.

3. The seller is obliged to deliver to the consumer or user who exercises their right to repair or replacement, documentary justification of the delivery of the product, stating the delivery date and the lack of conformity that originates the exercise of the right.

In the same way, together with the repaired or replaced product, the seller will provide the consumer or user with documentary justification of the delivery stating the date of the delivery and, where appropriate, the repair carried out.

4. The action to claim compliance with the provisions of chapter II of this title will prescribe three years from the delivery of the product.

5. The consumer and user must inform the seller of the lack of conformity within a period of two months after he became aware of it. Failure to comply with this period will not entail the loss of the corresponding right to sanitation, the consumer and user being responsible, however, for the damages or losses actually caused by the delay in communication.

Unless proven otherwise, it will be understood that the communication of the consumer and user has taken place within the established period.

Article 124. Action against the producer.

When the consumer and user find it impossible or an excessive burden to address the seller due to the lack of conformity of the products with the contract, they may claim directly from the producer in order to obtain the replacement or repair of the product.

In general, and without prejudice to the fact that the responsibility of the producer ceases, for the purposes of this title, in the same terms and conditions as those established for the seller, the producer will respond for the lack of conformity when it refers to the origin, identity or suitability of the products, in accordance with their nature and purpose and with the rules that regulate them.

Whoever has responded to the consumer and user will have a period of one year to repeat against the person responsible for the lack of conformity. This period is computed from the moment the cleanup was completed.

14. APPLICABLE LAW AND JURISDICTION

These conditions will be governed or interpreted in accordance with Spanish legislation in that parts which are not expressly established here. Any controversy that may arise from the provision of the products or services object of these Conditions will be submitted to the courts and tribunals of the USER's domicile, to the place of fulfilment of the obligation or the one in which the property is located if it were real estate.