

GENERAL TERMS

All purchases made in **D.M.V. Sports Madison SL** are subject to general purchase conditions laid on this document together with shipment and payment terms. The buyer accepts present sales conditions declining own purchasing conditions.

Orders

Orders are accepted by writing, internet, telephone or fax but are only binding when accepted by **D.M.V. Sports Madison SL** by order confirmation.

Guarantee

Obvious defect of goods not caused by transportation can only be affected to guarantee if the customer declares the problem in written form within 14 natural days after receipt of goods. Should any good be defective within this period, **D.M.V. Sports Madison SL** will replace the product or credit the value of the good within 15 days after receive and checking it. In case of an obvious defect caused by transportation the customer has to declare it immediately in a written form but no later than 24 hours after receipt of goods.

Defects or imperfections due to the incorrect use or manipulation of good, as well as the wear and tear produced by the normal use of a product, are not included in this guarantee. The decreased functionality of articles, due to their design limitation, is also excluded from this guarantee coverage.

Returns

Within 7 natural days after receipt of goods the goods can be returned to us without any given reason. The return deadline is kept by an in-time return of the goods after checking that the goods have been returned in proper conditions, the sales contract resolves and **D.M.V. Sports Madison SL** will refund the entire purchase price of any unused items. Used and made-up goods will not be credited unless case of a defect. All shipping costs are to be paid by the customer.

Data Protection

In compliance with the established Fundamental Law 15/1999, dated December 13, of the Protection of Data of a Personal Nature, **D.M.V. Sports Madison SL** informs its customers that all personal information provided will be included in an automated personal information file, created and maintained under the liability of **D.M.V. Sports Madison SL**.

The purpose of this file is to assist in the processing of orders and to send future commercial offers of products and services that could be of interest to our customers. **D.M.V. Sports Madison SL** guarantees the security and confidentiality of the information provided. In this way, it is committed to the fulfillment of its obligation to keep secret information of a personal nature and of its duty to save them and adopt all the means necessary to avoid its alteration, loss, being tampered with or unauthorized use. Therefore, no information about our customers will be used for commercial purposes or be granted to third parties.

Legislation and Jurisdiction

D.M.V. Sports Madison SL's customers can, at any time, exercise their right of access, correction, cancellation or examination, by writing form.

Application

This Agreement applies to the sale and all statements made by **D.M.V. Sports Madison SL** in brochures, price lists, adverts, quotations, on the internet or verbally. Any other Terms, Conditions or Purchase Orders are excluded. Placing your order means acceptance of this Agreement. **D.M.V. Sports Madison SL** may change this Agreement at its choosing.

Jurisdiction and Legislation

The present general conditions are governed by the current Spanish legislation concerning this material, (Spanish Law No. 34/2002, 11th July relating to electronic commerce) and the latter will be applied to any situation, which has not been foreseen in this section. If any litigation, the valid authorities will be the court of Barcelona.

PRICE and PAYMENTS TERMS

Price

Prices apply of the date of order income and are in Euros. All prices in our internet website are quoted without tax. This is because the application of taxes and duties varies according to the country where the purchase is made. As a general rule 16% VAT will apply to EU member countries. All businesses belonging to the EU will be exempt from tax except those based in Spain. VAT at 0% will apply to Canary Islands, Ceuta and Melilla. Sales to other countries are VAT free. However, the customs authorities in each country will levy their corresponding charges. Prices mentioned for deliveries inside / outside Spain exclude shipment, transport and insurance. Quotations are only valid in writing and during the period stated. If no period stated, it will be 15 days.

Payment methods

Payment will be made before delivery of the products by credit card or bank transfer except when payment system is C.O.D. (cash on delivery - delivery against payment). If payment is late, interest of EURIBOR + 2% will be applied on the late amount and costs of recovery shall be payable by you. The payment will always take place in Euro.

SHIPMENT TERMS

Shipment of the goods

There is an additional charge in terms of shipment cost will be communicated during the order confirmation. This cost varies depending on the country of shipment, size and weight. Title to product passes on full payment. Should the product not be found in stock, the order will remain pending until it becomes available, or, if the customer opts for another article or for a refund, the change will be done without any problem. **D.M.V Sports Madison S.L.** reserves the right to change the delivery method and transport company given that the changes would never be detrimental to our customers.

Risk transfers when the product is delivered to the transport company.

Delivery terms

The delivery period in the order confirmation is approximate. Delivery by installments may be made. The place of delivery is stated in the order confirmation.

D.M.V. Sports Madison SL is not liable for delays in performance caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance. Examples include strikes, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters.