

TERMS & CONDITIONS BYE BUY BARCELONA (AGESOL COMMUNICATION S.L.)

Overview

Hereinafter set the General Conditions of Contract ("GTC", General Terms and Conditions) of the contractual relationship is to the sale of products offered from the website byebuybarcelona.com, owned by AGESOL COMMUNICATION S.L (hereinafter byebuybarcelona.com) with CIF B66605817 and registered office of company C/València 207, 08007 Barcelona and natural or legal persons (hereinafter, "client") that express a willingness to buy those products by the request made via the Internet through this website. The client's request is the particular conditions which are associated with these GTC, the customer should consult with prior to purchase. The client is exposed through the web site byebuybarcelona.com these GTC, to be read, printed, filed and accepted, the customer can not buy the product without such consultation has occurred. The client will always have these GTC in a visible and freely accessible on the web. The GTC together with the application of specific products made by the client involving the execution of the contract of sale between AGESOL COMMUNICATION S.L, and the client says:

- a) Have read, understood and accepted these General Terms and Conditions.
- b) Being a person of full age and capacity to contract.

Governing Law and alteration of the (CGC)

These are subject to the provisions of Law 7/1998 of 13 April, on General Conditions of Contract, Law 26/1984 of July 19, General for the Defense of Customers and Users, Royal Decree 1906/1999, of December 17, 1999, which regulates the Telephone and Electronic Contracting with general conditions, the Organic Law 15/1999, of December 13, Protection of Personal Data, Law 7/1996, January 15 Retail Trade and Law 34/2002 of July 11, Services Information Society and Electronic Commerce. byebuybarcelona.com reserves the right to amend these GTC at any time without prior notice to the customer, which in any case, it is solely responsible for reviewing and indispensable prerequisite to the purchase of any product available through byebuybarcelona.com website. In any case, be considered as valid and applicable to GTC that were exposed on the web at the time the customer purchases the goods.

Information about products offered for sale

All products displayed on the website are from the best brands, it ensured you that the product is exactly the one you ordered, please take your time to watch the pictures in all details, and take good check of the sizes. The colors: we have made every effort to display as accurately as possible the colors and details of our products that appear on byebuybarcelona.com. However, as computer monitors vary, we cannot guarantee that your monitor's display of any color will be completely accurate.

Prices

The prices of the products displayed on the website are shown excluding shipping costs. Transport costs are recorded separately and can always be seen before checkout. byebuybarcelona.com reserves the right to modify these prices at any time, however, the products are invoiced on the basis of the rates in effect at the time of registration of order (as long as supplies last). byebuybarcelona.com reserves the right to refuse any order from a customer with whom there is a dispute.

Taxes, VAT (Value Added Tax), and Duties

International orders are subject to import taxes, duties and customs taxes, which are applied once your shipment reaches the country of destination. All taxes, duties and customs fees are the responsibility of the recipient of the package.

Product Availability

All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers until you finalize your shopping. In the case of unavailability of a product once your order is placed and before the end of the submission process of the sale in question, the customer will be informed by e-mail or by telephone of the possible delay or cancellation of the order. If the payment have already be done into account when giving information on the unavailability of the product, there will be a refund of the amounts involved, informing the customer by sending an e-mail. The proceedings, byebuybarcelona.com will refund the amount paid by the customer via the payment method used for the purchase as quickly as possible.

Payment

Payment of the purchases were made: Paypal and Credit Card: Visa, Visa Electron, Mastercard and American Express.

Delivery (and place of delivery methods)

The products are sent to the shipping address that the client has indicated during the order fulfillment process. byebuybarcelona.com forwarding on mainland (International). Delivery time is stated in the course of the sale. These periods may vary according to destination. Each delivery is considered completed from the moment in which the carrier let the product available to the client or person authorized by it, which is materialized through the control system used by the carrier. Precautions to be taken at the time of delivery: the recipient should verify the package at the time of delivery and then make all complaints when it appear justified, he even has the right to reject the package, if it had been opened or has obvious signs of deterioration. The reservations and complaints should be addressed to the company by e-mail to the address found on page byebuybarcelona.com

All those purchases that are delivered in Barcelona city takes a maximum of 12-48h to be delivered. If the purchase is made on Friday, delivery will be made on the first working day. In case of needing the delivery very urgent or on holiday, it is best to contact us by email (byebuy@byebuybarcelona.com) or by our chat.

Return

All products sold may be returned within (15 days) from the date of delivery in accordance with the provisions of the Spanish Retail Trade Act. Previously, the member must indicate their intention by email. byebuybarcelona.com answer through another e-mail specifying the precise instructions for returning the product. Return shipping costs will be borne by the customer. The refund customer's account as a result of this return will be made in the shortest possible time from receipt of goods by byebuybarcelona.com. The return can not take place in any case if the products supplied were clearly put to use. Products must be returned imperatively properly protected in their original packaging, in perfect condition (not damaged or dirtied by the client) with all accessories, instructions and documentation. It have to be sent to the location specified by the company AGESOL COMMUNICATION S.L CIF B66605817 and in the instructions for returning the product sent by email. Nor may it be returned in packages containing no attachment to identify the sender (point of order, name, address,...). The costs and risks associated with returning the product will be charged to the sender, who will send them safely and with the necessary guarantees that the returned goods arrive in perfect condition. The return of products will result in a refund equal to the purchase price of the

product/s return/s. The refund does not include any costs of delivery. By returning the product, every person will receive an email informing the amount of the refund. For quality reason NOT accept exchanges or returns of: No product that is inside the Gourmet tab, Jewelry and Books.

Warranty

byebuybarcelona.com ensures that the products offered for sale on the website function correctly, without default, no hidden defects that make them dangerous or unsuitable for normal use. The duration of such guarantees is from the date shipment 30 days limited warranty for the original purchaser covering materials and craftsmanship, excluding scratches to lenses and wearer error. We reserve the right to determine material and craftsmanship defects, and requires proof of purchase from an authorized dealer if purchased outside of the website. Please send all inquiries to byebuy@byebuybarcelona.com or under the "contact" page of byebuybarcelona.com

Privacy Policy

Customer information about the existence of a file and request consent to the processing of data: data regarding personal information provided by the customer on forms that may exist in the website meets current regulations byebuybarcelona.com established in Law 15/1999 of December 13, Protection of Personal Data and other legislation that develops and informs the client that those data will be included in automated processing file for the client to provide their consent by acceptance hereof to such treatment. Purpose of treatment: The company AGESOL COMMUNICATION S.L collects certain personal data are entered by the customer in the form to formalize the sale of products. Will use these data for billing and shipment of the product, as well as sending periodic commercial offers and customer information. Rights of access, rectification, cancellation and opposition: the customer to enter their personal data in the various registration forms, is empowered to exercise their rights of access, rectification, cancellation and opposition request by mail to AGESOL COMMUNICATION S.L including a copy of ID or equivalent document identifying the holder of the data. byebuybarcelona.com undertakes to respect and absolute confidentiality in the collection and processing of customer data, declaring their commitment to not transfer to third parties under any circumstances without the consent of their owners.

Safety: byebuybarcelona.com ensure absolute confidentiality and privacy of personal data collected and therefore have taken security measures to prevent alteration, loss, or unauthorized access and guarantee its integrity and security, especially those contained in Royal Decree 994/1999 of 11 June, which approves the Regulations on security measures for automated files containing personal data. byebuybarcelona.com not be liable in case of any incidents that may arise with respect to personal data where derived from either an attack or unauthorized access to systems so that it is impossible to detect by the security measures implemented or either when due to a lack of diligence of the client as to the guardianship and custody of their passwords or their own personal data.

Accuracy of data: the customer is responsible for the accuracy of their data, agreeing not to enter false data and the amendments thereto, if necessary.

Liability - Disputes - Applicable Law

byebuybarcelona.com would not be liable for any damages, whatever their nature, both material and immaterial or corporal, which may result from malfunction or improper use of products sold.

The responsibility under byebuybarcelona.com to these GTC shall not exceed an amount equal to amounts paid or payable after the transaction that is at the origin of that responsibility, whatever the cause or form of the action in question. byebuybarcelona.com can not be held responsible for the breach of the contract in case of shortage of stock or product unavailability by force majeure, interruption of activity or total or partial strike, particularly, services and transport and communications, flood or fire. In case of dispute, the customer shall be addressed in priority AGESOL COMMUNICATION S.L to obtain an amicable solution. Barcelona Courts alone have jurisdiction. Interpret the general conditions of sale in English and be conducted in accordance with Spanish law. Any dispute which may arise by reason of its validity, interpretation or performance shall be presented to the courts of Barcelona, which is expressly exclusive attribution of responsibility.

Copyright and trademark

AGESOL COMMUNICATION S.L reported that the website byebuybarcelona.com is fully protected for the rights of intellectual property, it is expressly prohibited any reproduction, communication, distribution and processing of those elements protected unless express consent of their rightful owners. Changing the general sales conditions In case of transfer of files for transfer to a third party activity, AGESOL COMMUNICATION S.L is committed to first inform the user of the website. AGESOL COMMUNICATION S.L reserves the right to modify the general conditions of sale. In the event that any of the terms of the general conditions of sale is declared illegal or unenforceable by a court decision, the other provisions remain in force.