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**\*\*GENERAL TERMS OF SALE\*\***

This Agreement governs the general terms and conditions of purchase of various products offered on this website by ACTUAL RECORDS DISTRIBUCIÓ SL (hereafter SELLER) with VAT no. B60585726 adress LA SELVA, 10 - POLÍGON INDUSTRIAL PLA DE LA BRUGUERA in CASTELLAR DEL VALLÈS 08211 (BARCELONA).

The CUSTOMER at the time of purchasing any of our products, expressly consents and submits to the clauses listed below, as well as the conditions of access and use of our site and its privacy policy , that are accessible through the link "Legal Notices".

**\*\*1. Prices\*\***

In consideration of the product purchased, the CUSTOMER agrees to expressly pay to the SELLER the specified amounts at the time of purchase to the ratio of the prices established in the web [www.actualrecords.cat](http://www.actualrecords.cat) for the chosen products.

The prices listed for each product include VAT.

Once finished the product selection and pre-way to order confirmation and prior to the payment, it will be displayed the final purchase price including VAT (Value Added Tax).

Shipping costs are NOT included in the price of products. The final price, including transport costs, is indicated at the end of the buying process before proceeding to payment.

It does not include what is not specified in the description as included.

**\*\*2. Buying process\*\***

On the website all our products are listed individually. The procedure to perform and manage the purchase will be indicated on the website and only the following steps should be followed:

- a. Choose the product you wish to purchase.
- b. When selecting product, this can be added to the shopping cart and you can choose to continue shopping or process the order.
- c. To process your order you must fill out a form with your personal details.
- d. Then, we will proceed to the verification of the order where one by one we check the details of the selected items and the total price is calculated.
- e. Similarly, you must indicate the shipping address of the purchase.
- f. Once finished the process, you must read, accept and check the terms and conditions of sale.
- g. On the website we will facilitate mechanisms so that you can make the payment depending on the system chosen in each case.
- h. After entering the details for payment , you should confirm the order by clicking the "Buy" button.
- i. After pressing the "Buy" button we will proceed to the delivery.

The CUSTOMER is informed that the photos and descriptions of products on the website are a rough picture of the products offered so it is possible that they may differ from the original. The descriptions and illustrations of the products offered through this website are done purely for information.

### **\*\*3. Availability and Delivery\*\***

The products offered by the SELLER are available for distribution worldwide.

The orders will be processed after the payment has been received correctly.

The products offered by the SELLER will always depend on the availability, which will be specifically mentioned on our website for each product so, in case that some item won't be available, we will inform the CLIENT of the unavailability to purchase. Usually, all the products displayed on our website are available for delivery within the time indicated.

In cases where, once the order is placed, the product hired by the COSTUMER is out of stock, we will inform about it properly and we will offer a similar alternative product of equal price and quality purchased.

Even so, if the CUSTOMER is not interested in accepting the alternative proposal, the SELLER will proceed to the return of the amount already payed and will inform about the process and the refund period.

Generally, the maximum period of delivery will be 2-15 business days, depending on the destination country, from the moment of the purchase after confirm the payment. These delivery periods are estimated and, in no case, binding for the SELLER, who, in no case, will make the delivery before 30 days.

Deliveries will be done in 30 business days (Monday to Friday).

The delivery of the product purchased will be carried out by a courier with the delivery note at the address indicated in the order that the customer must sign when receiving the document. Likewise, the CUSTOMER will be properly informed in case of an incident or the delivery be delayed for any reason.

If is not possible to deliver in the indicated address because of the absence of the addressee, the courier will directly contact the CLIENT, and will set out in detail the steps to follow. In the case that the delivery will not be possible because of having indicated an incorrect address, the cost of the re-delivery will be responsibi-

lity of the CLIENT. The SELLER will not be responsible for delays in the delivery caused by the courier.

In order that the CLIENT be informed at all times of the manage of the purchase, will receive via email a confirmation of the order and payment.

Likewise, the CUSTOMER can check the status of the order by sending an email to [[comandes@actualrecords.cat](mailto:comandes@actualrecords.cat)] (mailto:[comandes@actualrecords.cat](mailto:comandes@actualrecords.cat)) and through the email in the CONTACT section.

#### **\*\*4. Payment and payment periods\*\***

The following forms of payment are accepted:

- Credit Card or Debit: The transaction is performed by connecting directly to the bank BANC SABADELL through its payment gateway.
- Bank transfer: performing an input of the total purchase amount in the account indicated.
- C.O.D. (Cash On Delivery): Payment is made by cash at the moment of receiving the order at the delivery address indicated on the order form and this payment method is not suitable for international purchases.

The SELLER is not aware of data relating to the credit card. All our payment systems are completely safe.

Payments have to be done before the delivery of the product, the SELLER will not provide the requested product until the payment has been done. The SELLER has the right to temporarily or permanently cancel the delivery of the product to any incident for the recovery thereof.

#### **\*\*5. Returns\*\***

In case of errors in the delivered product, only refunds or exchanges will be accepted if there have not been more than 14 days from the receipt itself if it includes the packaging and we can check that it is a mistake.

In case of return for manufacturing defect or packing, as in the case of error in the request, we will provide the CUSTOMER, if it is possible, to replace the product for another one identical or alternative with no extra cost and with no right, by the CLIENT, to any compensation. The costs of the shipping of the replacement will be paid by the SELLER.

The SELLER will inspect the refund to check the status of the product refunded and to verify that all the requirements have been completed after the conditions of sale. Once received the return, and if it is appropriate, we will refund the amount charged to a maximum of 15 days and in the same terms used to make the payment.

The SELLER reserves the right to refuse returns communicated or sent after the deadline or products that are not in the same condition that they were received.

Returns will be managed by sending an email to [[comandes@actualrecords.cat](mailto:comandes@actualrecords.cat)] (mailto:[comandes@actualrecords.cat](mailto:comandes@actualrecords.cat)) making a description of the reasons and causes alleged for return. Likewise, it must indicate the name and the order reference number. Once receipt the petition, we will process it properly.

#### **\*\*6. communications\*\***

All the notices between the parties will be done, preferably, via email. The CLIENT is responsible for confirming the receipt of the notifications and to inform the SELLER any changes to its data, so the SELLER will be exonerated from any liability for this

circumstance. In case of modification the CLIENT must inform the SELLER through email or telephone numbers on our website.

In accordance to the Article 21 of Law 34/2002 on Information Society and Electronic Commerce, we inform you that our commercial shipments and information on our website and products offered therein, will be made by email to the email address you provide us, with revocable authorization. In any case, you have the option of rejecting our commercial communications by sending an email to [[comandes@actualrecords.cat](mailto:comandes@actualrecords.cat)] (mailto:[comandes@actualrecords.cat](mailto:comandes@actualrecords.cat)) writing in the subject the word UNSUSCRIBE.

**\*\*7. Commitment, acceptance and validity of the contract\*\***

As indicated in the privacy policy of our website, the CUSTOMER is responsible for providing its data accurately and truthfully as well as updating it.

The CLIENT acknowledges having read and accepted the legal terms of use and privacy policy of the website.

The CLIENT acknowledges that has understood all the information regarding products and services, including the delivery one, offered on our website, as well as all the conditions and stipulations contained in this electronic contract, by asserting that are sufficient for excluding the error on the consent of this contract, and therefore, accepts them entirely and expressly.

The CLIENT is fully aware that the acceptance and execution of this contract will take place through the provision of data and pressing the "Buy" button displayed on our website and will be finished with the payment of the service.

**\*\*8. Personal information\*\***

In accordance to the Organic Law 15/1999 on Protection of Personal Data, we inform you that the personal data you provide to make the contract process and the derivatives of the service, are confidential and will be incorporated into a file of "Management" which is the SELLER's responsibility, in order to provide the contracted items as well as sending commercial information of our items and products also by e-mail.

Likewise, we inform you that the personal data provided are treated internally and with the highest confidentiality, applying the security measures regulated by the Royal Decree 1720/2007 and are not published or transmitted to third parties for commercial or promotional purposes.

At any time you can reject to receiving our commercial, and exercise the rights of access, rectification, cancellation and opposition in the terms established by law.

Attention: These General Conditions of Purchase have been updated on 09/04/2014. We can modify them anytime, as well as change the ratio of prices and products offered. Please, check the date of issue each time you connect to our website in order to be sure that there have not been any modification that can affect it.