

General Terms and Conditions of Sale



1. GENERAL INFORMATION

The ownership of the company is held by: **Tilapez S.L.**, with NIF: **B87685202**, and whose contact information is:

Address:

Avenida Cardenal Herrera Oria 165, Bajo – Puerta 2, Madrid, 28034

Telephone:

911541324

Email:

subdireccionespana@comepez.com / administracionespana@comepez.com

This document (as well as other documents mentioned therein) regulates the conditions governing the purchase of products.

In addition to reading these CONDITIONS, by requesting the purchase of a product and/or service through the same the USER agrees to be bound by these CONDITIONS and all of the above, so if you do not agree with all of the above you should desist from your purchase intention.

Likewise, it is informed that these CONDITIONS could be modified. The USER will be notified of the changes made since those in force at the time the purchase of products and/or services is requested will be applicable. The USER may request the modified conditions if so required.

For all questions that the USER may have regarding the CONDITIONS, they may contact the owner using the contact details provided above or, if applicable, using the contact form.

2. USER

The acquisition of any of the products offered by the COMPANY, confers the condition of USER (hereinafter referred to, indistinctly, individually as USER or jointly as USERS). Starting with an order by the USER, all the CONDITIONS set forth herein are accepted, as well as its subsequent modifications, without prejudice to the application of the corresponding legal regulations of mandatory compliance as appropriate.

The USER assumes responsibility as a buyer of perishable products. This liability shall extend to:

1. Contact by digital or physical means only to make inquiries and legally valid purchases or acquisitions.
2. Not to make any false or fraudulent purchases. If it could reasonably be considered that such a purchase has been made, it may be cancelled and the relevant authorities will be informed.
3. Provide truthful and lawful contact details, e.g. email address, postal address and/or other details.

The USER hereby declares to be over 18 years of age and to have legal capacity to enter into contracts through any means (digital or physical) to leave a firm order.



2. USER (cont.)

The company mainly serves users in the EU market, complying with all the legal requirements of health and quality demanded by the community. Being based in Spain, we operate under local legislation, so there may be modifications in the conditions for orders delivered outside Spain.

It is not guaranteed the legislation of other countries can be complied with, either totally or partially. Any liability that may arise from such access is disclaimed, as well as any delivery or provision of services outside Spain.

The USER will be able to form, at their choice, the contract of sale of the desired products and/or services in any of the languages spoken by the sales or administrative team, accompanied by a written support where the order is placed.

3. PURCHASE OR ACQUISITION PROCESS

USERS may purchase products from the company's catalogue by the established methods and means.

Through physical or digital means, they should contact any manager of the administrative or sales team, indicating to the manager their needs for the week in question, namely, type of product, quantity of product and product packaging.

Additional indications can also be given for final delivery, (e.g. product without scales / with gills, or particular weight indications). Once this has been defined, the USER will receive a verbal or written confirmation from the person responsible, confirming receipt and status of the order.

Once the purchase procedure has been completed, "The USER consents to the COMPANY generating an electronic delivery note which will be sent to the USER by e-mail".

The USER may also, if they wish, obtain a paper copy of their invoice by requesting it through the contact details provided above.

The USER acknowledges to be aware, at the time of purchase, of certain particular conditions of sale concerning the product and/or service in question and which are shown together with the presentation, indicating, by way of example, but not exhaustively, and on a case-by-case basis: name, price, components, weight, quantity, colour, details of the products, or characteristics, manner in which they will be carried out and/or cost of the services; and acknowledges that the placing of the purchase order or acquisition materialises the full and complete acceptance of the particular conditions of sale applicable to each case.

The communications, purchase orders and payments involved in transactions with the COMPANY may be filed and kept in the computerised records of the COMPANY in order to constitute a means of proof of the transactions, in any case in compliance with reasonable security conditions and with the applicable laws and regulations in force in this regard, and particularly in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights, and with the rights of USERS in accordance with the COMPANY'S policy.

4. AVAILABILITY

All orders received from Users to the Company are subject to availability in stock or purchase from the Company's original supplier. In the event of any situation affecting any original order from a User, the Company undertakes to make contact via physical and/or digital means, informing the status of the order and making the appropriate modifications, if applicable.



5. PRICING AND PAYMENT

The prices quoted by the sales or administrative officers are final prices in Euros (€) and include taxes, unless otherwise specified and applied by law, in particular with regard to VAT.

Shipping costs are included in the final prices of the products as reported by the sales or administrative manager..

Under no circumstances will the COMPANY automatically add additional costs to the price of a product or service, but only those that the USER has voluntarily and freely selected and chosen.

Prices may change at any time, but any changes will not affect orders or purchases for which the USER has already received an order confirmation.

The accepted means of payment are: Cash, Credit or Debit Cards or Bank Transfer.

Credit cards will be subject to checks and authorisations by the issuing bank. If the issuing bank does not authorise payment, it will not be responsible for any delay or non-delivery and will not be able to formalise any contract with the USER.

6. DELIVERY

In cases where physical delivery of the contracted goods is required, deliveries will be made within the following territory: European Union and United Kingdom.

Exceptuando aquellos casos en los que existan circunstancias imprevistas o extraordinarias o, en su caso, el pedido de compra consistente en los productos relacionados en cada confirmación de compra será entregado en el plazo señalado por la COMPAÑÍA tras la confirmación de la orden y, en todo caso, un plazo máximo que no exceda a antes de los 8 días de vida útil del producto.

If, for any reason attributable to it, it is unable to meet the delivery date, it will contact the USER to inform them of this circumstance and the USER may choose to continue with the purchase by setting a new delivery date or cancel the order.

If it is impossible to deliver the order due to the USER'S absence, the order may be delivered to the transport provider's warehouse. Any additional charges generated by the USER'S absence at the initially agreed delivery time and which have not been notified in advance shall be borne by the USER.

If the USER is not going to be at the place of delivery in the agreed time slot, they should contact the COMPANY to arrange delivery on another day. However, the USER must bear in mind that the transport resulting from the resolution may have an additional cost that may be charged to the USER.

For the purposes of these CONDITIONS, delivery shall be deemed to have taken place or the order to have been delivered at the moment when the USER or a third party indicated by the USER acquires material possession of the products, which shall be evidenced by the signature of the receipt of the order at the agreed delivery address.

The risks that may arise from the products shall be borne by the USER from the moment of delivery. The USER acquires ownership of the products when they sign the conformity with the reception of them.

In accordance with the provisions of Law 37/1992 of 28 December 1992 on Value Added Tax (VAT), purchase orders for delivery and/or service shall be understood to be located in the territory where Spanish VAT applies if the delivery address is in Spanish territory except for the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be that legally in force at any given time depending on the specific article in question.



7. TECHNICAL MEANS TO CORRECT ERRORS

The USER is informed that in the event that they detect that an error has been made when requesting their order to the sales or administrative manager who attended them, they may modify it by contacting said manager again, at any time before Wednesday at 11:00 Hrs. of the same week in which the order was made, a period in which the weekly order is definitively closed with the main supplier in the case of imports to Spain.

Similarly, the User is referred to consult the Privacy Policy for more information on how to exercise their right of rectification in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights.

8. RETURNS

In cases where the USER purchases products offered by the COMPANY, they are entitled to a series of rights, as listed and described below:

Right of Withdrawal

The USER, as a consumer and user, makes a purchase in the knowledge that these are perishable products and that they therefore waive their right to withdraw from the purchase. In order to exercise this right of withdrawal due to other reasons admitted in the present contract, the USER must notify their decision to the sales or administrative manager by written communication either in digital or physical format.

The USER, regardless of the means they choose to communicate their decision, must clearly and unequivocally express that it is their intention to withdraw from the purchase contract. In order to comply with the withdrawal period, it is sufficient that the communication unequivocally expressing the decision to withdraw is sent before the expiry of the withdrawal period.

The User can return or send the products to **Avenida Cardenal Herrera Oria 165, Bajo – Puerta 2, Madrid, 28034**

They shall do so without undue delay and in any event not later than 2 calendar days from the date on which it was informed of the withdrawal decision.

The USER acknowledges being aware that they shall bear the direct cost of returning (transport, delivery) of the goods, should any be incurred. In addition, they shall be liable for any diminished value of the products resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The USER acknowledges that there are exceptions to the right of withdrawal, as stated in article 103 of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws. By way of example, and not exhaustively, this would be the case for: personalised products; products that may deteriorate or expire quickly; music or video CDs/DVDs without their packaging, as sealed at the factory; products that for hygiene or health reasons are sealed and have been unsealed after delivery.

The same applies to the provision of a service that the User may contract with the Company, as this same Law establishes that Users will not have the right of withdrawal when the provision of the service has been fully executed, or when it has begun, with the express consent of the consumer and user and with the acknowledgement on their part that they are aware that, once the contract has been fully executed, they will have lost their right of withdrawal.

In any case, no refund will be made if the product has been used beyond the mere opening of the same, of products that are not in the same condition in which they were delivered or that have suffered any damage after delivery.

Likewise, the products must be returned using or including all their original packaging, instructions and other documents that may accompany them, as well as a copy of the purchase invoice.



8. RETURNS (cont.)

Return of defective products or delivery error

These are all those cases in which the USER considers that, at the time of delivery, the product does not conform to what was stipulated in the contract or purchase order, and should therefore contact the COMPANY immediately and inform it of the existing non-conformity (defect/error) by the same means or using the contact details provided in the previous section (Right of Withdrawal).

The USER will then be informed on how to proceed with the return of the products, and, once returned, they will be examined. The USER will be informed, within a reasonable period of time, whether the refund or replacement of the product is applicable.

The refund or replacement of the product will be made as soon as possible and, in any case, within 2 days from the date on which we send you an e-mail confirming that the refund or replacement of the non-conforming item is applicable.

The amount paid for those products that are returned because of a defect, when it really exists, will be refunded in full, including delivery costs and the costs that the USER may have incurred to make the return. The refund will be made by the same means of payment that the USER used to pay for the purchase.

In any case, the rights recognised in the legislation in force at any given time for the USER, as a consumer and user, shall always apply.

Guarantees

The USER, as a consumer and user, enjoys guarantees on the products that they may purchase from the COMPANY, in the terms legally established for each type of product, and is therefore liable for any lack of conformity of the same that becomes apparent within a period of two calendar days from delivery of the product.

In this sense, it is understood that the products are in conformity with the contract provided that: they conform to the description made and possess the qualities presented therein; they are suitable for the uses to which products of the same type are ordinarily put; and they present the quality and performance usual for a product of the same type and which are essentially to be expected of such a product. When this is not the case with regard to the products delivered to the USER, the latter must proceed as indicated in the section Return of defective products or delivery errors. However, some of the products marketed by the COMPANY may present non-homogeneous characteristics, provided that these derive from the type of genetic material outside the control of the COMPANY or its supplier.

9. EXEMPTION FROM LIABILITY

Unless otherwise provided by law, it accepts no liability for the following losses, irrespective of their origin:

1. Any losses that were not attributable to any breach by the COMPANY;
2. Business losses (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or unnecessary expenses incurred);
3. Or any other indirect loss which was not reasonably foreseeable by both parties at the time the contract of sale of the goods was concluded between them.

It also limits its liability in the following cases:

4. The COMPANY will apply all the measures concerning to provide a faithful visualisation of the product, however it is not responsible for the slightest differences or inaccuracies that may exist due to lack of screen resolution, or problems of the browser being used, or others of this nature due to the type of product, genetic factors and others beyond the control of the company.
5. The COMPANY will act with the utmost diligence in order to provide the company in charge of transporting the product that is the object of the purchase order. However, it shall not be liable for damages arising from a malfunction of the transport, especially for causes such as strikes, road delays, and in general any others typical of the sector, resulting in delays, loss or theft of the product.



9. EXEMPTION FROM LIABILITY (cont.)

6. The COMPANY shall not be liable for misuse and/or wear and tear of products that have been used by the USER. At the same time, it shall also not be liable for an erroneous return made by the USER. It is the responsibility of the USER to return the correct product.

7. In general, the COMPANY shall not be liable for any failure or delay in the performance of any of its obligations where such failure or delay is due to events beyond its reasonable control, i.e. due to force majeure, and this may include, but is not limited to:

- a) Strikes, lockouts or other industrial actions.
- b). Civil unrest, riot, invasion, terrorist threat or attack, war (declared or undeclared) or threat or preparation for war.
- c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d) Inability to use trains, ships, planes, motor transport or other means of transport, public or private.
- e) Inability to use public or private telecommunications systems.
- f) Acts, decrees, legislation, regulations or restrictions of any government or public authority.

Thus, the obligations will be suspended for the period during which the force majeure continues, and the COMPANY will have an extension of time to perform them for a period of time equal to the duration of the force majeure. It shall use all reasonable endeavours to find a solution to enable it to fulfil its obligations despite the force majeure.

10. WRITTEN COMMUNICATIONS AND NOTIFICATIONS

The USER accepts that most communications will be electronic (e-mail), with the exception of the possibility of being contacted on the telephone number provided with the purchase order.

For contractual purposes, the USER consents to use this electronic means of communication and acknowledges that all contracts, notices, information and other communications sent electronically comply with the legal requirements of being in writing.

This condition shall not affect the USER'S statutory rights.

The USER may send notifications and/or communicate with the COMPANY through the contact details provided in these CONDITIONS and, where appropriate, through the contact spaces of the COMPANY.

Likewise, unless otherwise stipulated, the COMPANY may contact and/or notify the USER by e-mail or at the postal address provided.

11. WAIVER

No waiver of any particular legal right or remedy or failure to require strict performance by the USER of any of its obligations shall constitute or waive any other right or remedy arising out of any contract or the CONDITIONS, nor shall it relieve the USER of its obligations.

No waiver of any of these TERMS and CONDITIONS or of any rights or remedies under any contract shall be effective unless it is expressly stated to be a waiver and unless it is formalised and communicated to the USER in writing.



12. INVALIDITY

Should any of these CONDITIONS be declared null and void by a final decision of a competent authority, the rest of the clauses shall remain in force, without being affected by such declaration of nullity.

13. FULL AGREEMENT

These TERMS AND CONDITIONS and any document expressly referred to herein constitute the entire agreement between the USER and in relation to the subject matter of the sale and purchase and supersede all prior agreements, understandings or promises made orally or in writing by the same parties.

The USER and the COMPANY acknowledge that they have consented to the conclusion of a contract without having relied on any statement or promise made by the other party, except for what is expressly mentioned in these TERMS and CONDITIONS.

14. DATA PROTECTION

The information or personal data provided by the USER in the course of a transaction to the company will be treated in accordance with the provisions of the Privacy Policy or data protection (contained, where appropriate, in the Legal Notice and General Conditions of Use).

15. APPLICABLE LEGISLATION AND JURISDICTION

Contracts for the purchase of products through this COMPANY shall be governed by Spanish law.

Any controversy, problem or disagreement arising from or related to the purchase of products from the COMPANY, or to the interpretation and execution of these CONDITIONS, or to the sales contracts between the COMPANY and the USER, shall be submitted to the non-exclusive jurisdiction of the Spanish courts and tribunals.

16. COMPLAINTS AND CLAIMS

The USER may submit complaints, claims or any other comments he/she wishes to make via the contact details provided at the beginning of these TERMS AND CONDITIONS (General Information).

In addition, official complaint forms are available to consumers and users, which they can request at any time, using the contact details provided at the beginning of these CONDITIONS (General Information).

Furthermore, if a dispute arises from the conclusion of this purchase contract between the COMPANY and the USER, the USER as a consumer may request out-of-court dispute resolution in accordance with Regulation (EU) 524/2013 of the European Parliament and of the Council of 21 May 2013 on the settlement of consumer disputes online and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC. You can access this method through the following website:

<https://ec.europa.eu/consumers/odr/>