

# FotoAlbumAG General Contract Conditions

AG EDICIONES, S.L.U. has created these General Contract Conditions. Please read the following clauses of the General Contract Conditions carefully. For any queries, please contact AG EDICIONES, S.L.U.

The present General Conditions are subject to the contents of Ley [Act] 7/1988, of 13 April, regarding General Contract Conditions, the Ley [Act] 26/1984, of 19 July, General for Protection of Consumers and Users, the Real Decreto [executive decree] 1906/1999, of 17 December, regulating Telephonic and Electronic Contracting within general conditions, the Ley Orgánica [public general act of parliament] 15/1999, of 13 December, regarding Protection of Personal Data, the Ley [Act] 7/1996, of 15 January concerning Regulation of Retail Commerce, and the Ley [Act] 34/2002 of 11 July, concerning Services of the Information Society and Electronic Commerce.

## **1 General characteristics**

1. The customer hereby contracts AG EDICIONES, S.L.U. (hereinafter AG Ediciones) to create one or more photographic albums. This contract will be carried out exclusively via the this version of FotoAlbumAG updated software. The updated version of this software can be downloaded from the webpage [www.fotoalbumag.com](http://www.fotoalbumag.com).

2. Customer in this contract is defined as any individual or legal body that enters into a contractual relationship with AG Ediciones by contracting or attempting to contract the latter pending acceptance by AG Ediciones (see Clause 2.1).

3. Contracting of photographic albums to AG Ediciones is subject exclusively to these General Conditions. Any type of supplementary, alternative or accessory conditions proposed by the customer will only be taken into consideration in the contractual relationship if AG Ediciones recognises their validity expressly in writing.

## **2 Signing of the contract**

1. The request made through the FotoAlbumAG application by the customer and received by the AG Ediciones is of a binding contractual nature. The customer must correctly and fully enter the required data and undertakes not to enter third person data. Reception of the order will be confirmed by AG Ediciones in an email, even if this reception confirmation does not constitute acceptance of the order. It is solely a notification to the customer that the order has been received.

2. The customer basically relinquishes their right to confirmation of acceptance of the order by AG Ediciones. Signing of the contract is considered to have occurred as soon as AG Ediciones starts to fill the order after reception. Physical production of the order will commence as a general rule after correct reception of payment by AG Ediciones.

## **3 Price tariffs and invoicing of orders**

1. The orders will be invoiced in accordance with the prices valid on the day the order was placed. These prices are provided in euros and include the corresponding added taxes. Delivery costs are not included (see Clause 4).

2. Delivery will be at the customer's expense as well as any supplementary cost on

those orders requiring material to be shipped outside EU borders, such as taxes or duties on imports or similar.

3. AG Ediciones retains the right to correct prices which have been quoted erroneously. If after a price correction, the final price of an order has increased, the customer has the right to cancel the contract.

#### **4 Sending and delivery**

1. Choosing the order delivery method and means is generally the prerogative of AG Ediciones. Delivery costs are at the customer's expense.

2. Unless another arrangement has been specifically negotiated, order delivery by AG Ediciones will be made to the customer's address. The information provided relating to delivery dates is not binding, merely a guideline, except where AG Ediciones have explicitly agreed upon a specific delivery date.

3. AG Ediciones reserves the right to make partial delivery of an order.

4. For all purposes, delivery of an order is defined as the moment it appears in the product delivery note.

#### **5 Payment methods**

1. The customer can pay for the order using a debit card or a Visa or Mastercard credit card.

2. The order will only be filled once payment for the full amount of the order has been received.

#### **6 Return of amounts incorrectly invoiced**

The customer can exercise their right to return of amounts incorrectly invoiced only when they are legally entitled to do so, or when this right is recognised by AG Ediciones. Exercise of this right of return is limited to the specific order conditions and the existing contractual relationship.

#### **7 Guarantee and claims**

1. All products offered through the website are original and new. All the products have a two-year guarantee from the time of delivery, covering lack of conformity with the product. However, based on the contents of Ley [Act] 23/2003, of 10 July, covering Guarantees on the Sale of Consumer Goods, it will be presumed that all defects or any lack of conformity with the offer manifested within the first 6 months are due to manufacturing errors. Therefore the brand marketing the product in question will be responsible. Following that date it is the customer's responsibility to show that errors, failures or deficiencies are manufacturing errors and not due to misuse.

2. AG Ediciones does not 100% guarantee the exactitude of printing colours. If you are not satisfied with the product for any reason, you have a ten-day period, counted from the product delivery date, to return it (see Clause 4.4). In this case collection and delivery costs will be at the customer's expense. Before making such a return, the customer must get in contact with AG Ediciones within the aforesaid period via email or telephone, to be informed of the return process. Any return without such prior communication will not be accepted by the company. In order to admit the return, both the product and its packaging must be in perfect condition,

without tears, or broken or deteriorated packaging, including all documentation that accompanied the product. The customer must correctly repackage the product, ensuring safe transportation. Once our staff have received and checked that the product is in the same condition as it was sent, the customer's payment will be reversed according to the payment method used.

3. If such communication does not take place, the material delivered will be considered to conform to the customer's order. Therefore, no later claim may be made for defect or imperfection in the material delivered.

## **8 Property of the orders placed**

Photographic albums ordered will remain the property of AG Ediciones until the customer completely paid for the same.

## **9 Intellectual property rights**

1. The customer is the sole party responsible for text and photographic material content sent to AG Ediciones.

2. The customer guarantees that s/he is entitled to and possesses the intellectual and industrial property rights, copyright and branding rights of the material provided to AG Ediciones. The customer guarantees s/he has settled in full any levy and/or other payable monies that may limit use of the material. Violation of any of these property rights is the customer's exclusive responsibility. The customer undertakes to assume this responsibility in the event that any legal procedure or requirement is brought against AG Ediciones by a third party, or at the requirement of AG Ediciones.

3. The customer expressly guarantees that the photographic content and text provided to AG Ediciones is totally licit and does not breach any applicable legislation, especially in relation to laws and the criminal code regulating child pornography.

## **10 Security of data storage**

1. AG Ediciones guarantees a reliable degree of technical security of data storage and storage of the material provided to AG Ediciones by the customer. The customer is the sole party responsible for ensuring correct storage of data and information relating to the order in his/her computing equipment. AG Ediciones does not have a system available to customers to recover data and/or information (security copy) relating to orders sent by the customer.

2. AG Ediciones guarantees deletion of data and/or information relating to orders (albums) sent by the customer for the purposes of product creation within a period of fifteen [15] counting from the product delivery date.

## **11 Checking and deletion of content**

1. AG Ediciones reserves the right to check that content provided by the customer falls within current legal boundaries. AG Ediciones also expressly reserves the right to delete content from the material sent by the customer without the need for prior notification in the event that AG Ediciones considers that such graphic and/or textual material constitutes a possible infraction of current legislation (see Clause 10) . In the event that the content constitutes an infraction of the criminal code, AG Ediciones reserves the right to contact the competent authorities to prosecute such a possible offence.

## **12 Processing and protection of data**

1. AG Ediciones saves the personal data related to the contracted order and provided by the customer through an automatic process. These data are stored in the AG Ediciones Customer Server in Tarragona, Spain.
2. AG Ediciones will save, use, process and make any other use of personal customer data solely in the context of the contractual relationship and to carry out the necessary administrative procedures to correctly fill the order.
3. Customer data will not be provided for commercial or publicity purposes under any circumstances unless the customer expressly grants such prior authorisation.

## **13 Miscellaneous**

1. All matters of litigation, or legal questions involving the website [www.fotoalbumag.com](http://www.fotoalbumag.com) or any other site dependent on it, must be resolved according to Spanish legislation. Resolution of any dispute deriving from or related to use of the present website must be resolved in the courts of Tarragona (Spain). To present claims concerning the use of our services, you can contact us by email at: [info@fotoalbumag.com](mailto:info@fotoalbumag.com)
2. If any part of these General Contract Conditions fall outside applicable legislation and are therefore declared invalid, this will not affect the legal validity or application of any other part of these conditions. The parties undertake to renegotiate those parts of these General Contract Conditions that are declared null and void and to incorporate them into the other Contract Conditions.