

ZUMEX USA, INC. GENERAL CONDITIONS

1. VIGENCY AND APPLICATION

1.1 These General Conditions will apply to all sales, orders and / or quotations made through this website (ZUMEX USA, INC. E-commerce) owned by ZUMEX USA, INC., with registered office in 1573 NW 82nd Ave Miami, FL 33126-1019 United States, and TAX-ID 75-3253852.

1.2 These General Conditions will be considered accepted by the customer for all purposes when making their purchase.

1.3 In the event that any provision of these General Conditions is declared void, this will not affect the other provisions, which will continue in force. In this case, the parties will negotiate in good faith and seek an alternative agreement, which replaces the repealed provision, and whose intentions and content are the most similar to that.

1.4 These General Terms and Conditions of Sale constitute the agreement between the parties in its entirety.

1.5 ZUMEX USA, INC. only sells its products to other entrepreneurs or professionals (B2B), not to consumers, so that the rules contained in RDL 1/2007, dated November 16, do not apply. ZUMEX USA, INC. complies with the regulations applicable to service providers of the information society in Law 34/2002 on Services of the Information Society and Electronic Commerce.

2. INFORMATION TO THE CUSTOMER DURING THE PURCHASE PROCESS AND LATER

2.1 The purchase of products offered on the web is done by customer selecting the items, including them in the "Cart", and introducing the data required to formalize the purchase.

2.2 Before confirming the purchase, the customer will have detailed information on the price of the products, applicable taxes and transportation costs, and may not formalize it if he does not agree.

2.3 The contract will be understood formalized when the customer clicks on the "order" button, chooses the shipping mode, selects the payment method and checks it.

2.4 ZUMEX USA, INC. will send a confirmation email to the address provided by the client.

2.5 Customers will be registered as such after introduce their personal data and will have access to the web by username and password.

2.6 After the purchase is made, customers will be able to check the status of their orders and have access to their purchases history and download invoices from the web.

3. PRODUCTS

3.1 Zumex Group, S.A. manufactures and sells merchandise that is shown in the current official catalogue of this website.

3.2 In case of modification of the specifications of the products, ZUMEX USA, INC. will update the catalog. However, ZUMEX USA, INC. reserves the right to refuse an order if it's completed before the catalog is updated with the latest specifications.

4. DELIVERIES

4.1 ZUMEX USA, INC. through this website sells its products worldwide.

4.2 Prices listed in the catalog do not include taxes. The applicable taxes and transport price appear once the customer accesses the "Cart" of the products that he has selected for his purchase, after entering the required identification data. In any case, customers will be given the amount of taxes and shipping costs before formalizing their purchase.

4.3 ZUMEX USA, INC. provides two ways of shipping: Standard or Express. The estimated delivery time is 3 to 5 working days in the Standard mode and 1 to 3 working days in the Express mode. In both cases from the reception of the purchase confirmation. ZUMEX USA, INC. will try to make the delivery within the established period. However, the time limits for the delivery are estimates and non-binding.

4.4 ZUMEX USA, INC. will not be responsible for the defective execution or non-execution of a sale due to force majeure. Force Majeure shall mean any circumstance beyond the control of ZUMEX USA, INC. which prevents, temporarily or permanently, the execution of all or any of its obligations to customers, such as, and without limitation: governmental measures, fire, transport problems, accident, labor disturbances, non-rendering of services by third parties without taking into account the cause, absence or lack of material to manufacture Zumex products.

If ZUMEX USA, INC. can not make the delivery as a consequence of an event of force majeure, the period of delivery may be extended during the force majeure period, agreeing with Customers, or resolve the sale, without being obliged to pay any damages or compensation to Customers.

5. PAYMENT METHODS

5.1 Orders will be paid in advance (to be made in the manner specified during the checkout process).

6. WARRANTY

6.1 ZUMEX USA, INC. guarantees that its products and their materials will be free of defects for the period indicated in the "Warranty Manual", starting from the date of purchase invoice. For more information about the scope of the Guarantee and exclusions, see the Warranty Conditions at www.zumex.com or in "Warranty Manual".

6.2 Requests and responses to the guarantee will be accompanied by the serial number of the machine. To order parts under warranty, the Customer must contact the Department of Commercial Administration by email at zusorders@zumex.com.

6.3 The warranty extension to 5 years is subject to product registration on www.zumex.com within 3 months after purchase.

7. COMPLAINTS

7.1 Generally, customers may send complaints regarding products to the ZUMEX USA, INC. After Sales Service, preferably by fax or electronic mail to service.usa@zumex.com. Once the complaint has been accepted, ZUMEX USA, INC. may decide to repair or substitute the products.

7.2 For any complaint about orders, the Customer will be required upon delivery to indicate on the transport company's delivery note that the Customer signs, RMA number and all information relating to any altered state of the order, packaging or number of packages. This incidence should be communicated by fax or e-mail to Dept. of Sales Administration, attaching a copy of the delivery note within 24 hours from receipt of the goods, after which it is understood as accepted by Customer.

8. RETURNS CONDITIONS

8.1 Product returns deriving from any disagreement must be communicated to and then authorized by ZUMEX USA, INC. Once the return has been authorized, the customer must send the merchandise within 3 days.

8.2 All returned merchandise must be in its original packaging and duly documented indicating the cause and the person at Zumex that authorized the return. No return will be accepted if these requirements are not met.

8.3 When the causes for returning the merchandise are not imputable to Zumex all expenses arising from the return will be paid by the Customer.

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9. SECURITY

9.1 Zumex guarantees that its products and their manufacturing procedures meet all legal requirements described in the User's Manual and General Product Catalog.

9.2 Any change in the specifications of the product made by the Customer will be the exclusive responsibility of the Customer.

10. DATA PROTECTION

10.1 For the effects stipulated in Parliamentary Act 15/1999 of 13 December regarding the Protection of Personal Data, the personal data of the customers are entered into a client file, and a Zumex marketing file uses them according to the measures established in the Security Measures Law for their use in the development of commercial relations, informing customers about our products and sending them promotional and advertising material.

10.2 Customers may exercise their rights to access, correction, cancellation and opposition in writing to ZUMEX USA, INC., 1573 NW 82nd Ave. Miami, FL 33126-1019. United States.

11. APPLICABLE LAW AND JURISDICTION

11.1 Applicable law and jurisdiction These General Terms and Conditions of Sale will be governed by Spanish law. The parties expressly renounce any exemption to which they may have otherwise been entitled and will submit to the Courts of the City of Valencia to settle any differences that may derive from these General Terms and Conditions of Sale.

12. TRADEMARKS AND COPYRIGHT

12.1 Zumex is the legitimate owner of all elements of commercialization of its products and services especially of the marks, designs and patents related to them so any use of these in products or their parts, social reasons, promotional, commercial, commercial, Advertising media, the Internet or any other will require the express prior written authorization of Zumex .