

# GENERAL SALES CONDITIONS

## For the supply and delivery of goods by Subastamejor



### 1. LEGAL FRAMEWORK AND BUSINESS ETHICS.

Subastamejor intends its purchase-sale activity of goods through eBay to follow the current legislation in force and has therefore set forth the present General Sales Conditions.

Any other circumstance not specified in the present Conditions shall refer to the applicable Spanish and/or EU legislation in force. These conditions shall also be applicable in international transactions for which no minimal reference legislation has been provided for, or is less restrictive.

### 2. PAYMENT METHODS AND DEADLINE.

We accept payments by PayPal, bank transfer or money order. We do not accept cheques or cash sent by mail and we do not take COD orders.

Payment shall take place within five days of the auctions end. Failure to do so will result in an Unpaid Item Dispute being filed against eBay and the item in question being put up for sale again.

### 3. SHIPPING COSTS AND DELIVERY TIME.

All shipping costs and possible packaging costs shall be taken care of by the purchaser. It is not possible to collect any item in person, unless otherwise stated in the description of the auction.

Postage costs are indicated as an estimate in the description of the auction, depending on the weight/volume of the item and its destination. The delivery options considered most suitable for each case are proposed, and average delivery times as supplied by the Postal Service and transport companies, are provided. Shipping costs indicated do not include any type of insurance and may vary for some destinations and/or special goods and/or in the event that variations in costs are made public by the Postal Service and transport companies after the publication of the auction.

Upon termination of the auction, the purchaser will receive a confirmation of the exact shipping and insurance rates and will be able to choose the shipment method and whether he wants to add insurance or to exclude it.

Insurance services are provided by third parties such as Postal Service or couriers and Subastamejor only pass the cost onto the buyer. By buying such services, the purchaser agrees to the terms and conditions of the shipping company, such as maximum coverage and excluded items and countries.

### 4. SHIPPING RISKS.

As a rule, when buying and selling online, the sale is understood as Free Carrier (FCA). Costs and transportation risks shall be taken care of by the buyer. Subastamejor will not be held responsible or liable for occasional damage or loss of the goods during transportation.

Subastamejor's liability is limited to the delivery of the goods at the Post Office or transport company and to such evidence, and shall provide the delivery receipt.

In the event of finding any damage or flaw caused during transportation, buyer will be entitled to file a claim with the courier or the Postal Service only if shipping insurance was purchased to cover the amount of goods. To that end, buyer must examine the goods upon receiving them and, if this is the case, shall have to inform Subastamejor immediately.

Subastamejor can file and manage the claim, at customer's request, to complete the service provided and will pass the eventual refund to the buyer as soon as it is received from the courier or the Postal Service, but is not responsible for the claim approval or for the reimbursed amount.

### 5. WITHDRAWAL RIGHT.

The buyer shall have a 7 day deadline, counting from the day of delivery, to return the goods with no need of specifying any motive or reason, on condition that the goods have not been used.

In the event of a return, the buyer shall take care of the returned goods' shipping costs and Subastamejor's auction costs for the aforementioned goods.

In order for the return to be accepted, the goods must be intact and/or in the same conditions in which they were delivered and must be returned complete in all its parts (including documentation and accessories like manuals, cables, CDs, etc.) and properly sealed and packaged.

The credit will be reimbursed to the same account we received the payment from, once we have received the returned goods and provided they meet the conditions for right of return.

This withdrawal and return right will not be applicable to goods or services that may be readily copied or reproduced, to those which have been specifically tailored or customized for the client, to goods with prices subject to fluctuations of a market beyond Subastamejor's control, and to all of which the applicable legislation in force has provided for such exception.

In order for the return to take place, the buyer must contact the address soporte@subastamejor.com to obtain a Return Material Authorization (RMA) number and follow the indicated procedures.

### 6. CONFORMITY OF GOODS WITH ITS DESCRIPTION.

For the most part, goods sold by Subastamejor are second-hand, in some cases, antiques. That is why we strive to accurately describe its present condition and state, including possible defects and/or flaws.

The goods are also presumed to be in accordance with their description, whenever bearing the usual quality and performances of goods of the same kind, or whenever fitting for a use for which they are commonly intended.

Subastamejor will not be held liable and/or responsible for defects or flaws that have been described or photographed, or even for lacks of conformity known by the buyer or lacks of conformity for which the buyer could not reasonably be unaware of at the time of the auction.

There will be no lack of conformity for all deficiencies and/or damages caused by negligence, improper or incorrect use or alteration by the purchaser, transportations, blows, accidents and other reasons Subastamejor is not responsible for.

### 7. RIGHTS IN THE EVENT OF LACKS OF CONFORMITY.

Should the goods not be in exact accordance with their description, the buyer is acknowledged the right of repair, replacement or return, taking into account the following:

The buyer will not be able to ask for a replacement in the case of second-hand goods.

The buyer will be able to choose between the return or repair of the goods, unless the latter option proves impossible or disproportionate taking into consideration the value the goods would have if there were no lack of conformity and/or the relevance of such lack of conformity.

The buyer is not entitled to have the contract rescinded and to return the item if the lack of conformity is minor.

In the event of a return for lack of conformity, the goods must be returned in the same conditions in which they were delivered, properly packaged and complete in all its parts (including documentation and accessories like manuals, cables, CDs, etc.). In this case, the payed sum including shipping costs, will be refunded to the buyer.

Under no circumstances will Subastamejor be held liable or responsible for occasional harm or damage rising from a lack of conformity, and will, ad maximum, return the amount of the sales price of the respective goods, plus shipping costs.

### 8. DEADLINES.

For second-hand goods, the guarantee coverage for lack of conformity with the description, will have a duration of one year since the date of delivery of the goods.

### 9. CONTRACT FILINGS AND DATA ERROR CORRECTION.

Subastamejor will not file in its data base any data concerning the buyer nor any sale agreement data (and will therefore not provide the buyer with any documentation through its web page) considering all the documentation and communication provided by eBay to be sufficient.

Any correction of occasional mistakes in personal details or in the buying offer, will have to be carried out through the tools provided by eBay.

### 10. COMMUNICATION BETWEEN PARTIES.

Any communication between Subastamejor and the Purchaser shall be through Email, at the address subastas@subastamejor.com or, in the designated cases, at soporte@subastamejor.com.

### 11. CONDITIONS ACCEPTANCE.

The posting of an offer on the buyers side, for the goods on sale, implies the acceptance without any kind of reservations whatsoever, of these General Sales Conditions and of those stated in «Item description», «Selling Policy», and «Shipping Costs». incidental changes to these conditions shall have to be confirmed in writing by Subastamejor.

### 12. APPLICABLE LAW AND JURISDICTION.

These General Sales Conditions and all other rights and obligations between Purchaser and Subastamejor shall be governed by and construed in accordance with the laws of Spain. All disputes, difference or questions between the Parties with respect to any matter arising out of or relating to the General Sales Conditions or other rights or obligations which cannot be settled in an amicable manner, shall be settled by the competent court in Madrid, Spain.

### 13. IDENTIFICATION DATA.

The contact details of Subastamejor are:

Subastamejor  
Apdo. de Correos 10.131 – 28080 Madrid – Spain  
www.subastamejor.com – info@subastamejor.com