

Other documents

This contractual document manages the purchase of products through the daunert.com website, owned by DAUNERT MAQUINAS HERRAMIENTAS, SA, hereinafter the PROVIDER, which offers the sale of Fittings Accessories (high pressure systems), whose data of contact are also listed in the Legal Notice of this website.

These Conditions will remain published on the website available to the USER to reproduce and save them as a confirmation of the contract, and they may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those that are in use at the time of ordering will be ones applicable.

The contracts will not be subject to any formality with the exception of the cases expressly indicated in the Civil and Commercial Codes and in this conditions or other special laws.

Acceptance of this document implies that the USER:

- Have read, understands and agrees with this text.
- By placing an order through this website, the USER declares that it is over 18 years old and has the legal capacity to contract.
- Assumes all the obligations set forth herein and after.

These conditions will have an indefinite validity period and will be applicable to all contracts made through the PROVIDER's website.

The PROVIDER informs that it is responsible and knows the current legislation of the countries to which it sends the products and reserves the right to unilaterally modify the conditions, without this affecting the goods or promotions that were acquired prior to the modification.

IDENTITY OF THE CONTRACTING PARTIES

On the one hand, the supplier of the products contracted by the USER is DAUNERT MAQUINAS HERRAMIENTAS, SA, with registered office C / Tirso de Molina, 7-9-11 - 08940 Cornellà de Llobregat (Barcelona), NIF A08607988 and with customer service number: 934 751 480.

And on the other hand, the USER, identified and / or registered on the website by means of a username and password, over which he has full responsibility for its use and custody, and is responsible for the veracity of the personal data provided to the PROVIDER.

OBJECT OF THE CONTRACT

The purpose of this contract is to regulate the contractual relationship of sale between the PROVIDER and the USER at the moment in which the latter accepts the corresponding box during the online contracting process.

The contractual relationship of sale entails the delivery, in exchange for a certain price the products exposed through the website.

The language in which it will be contracted through this website is in Spanish / English.

CONTRACTING PROCEDURE

The USER, in order to access the products offered by the PROVIDER, must be of legal age and registered through the website by creating a user account. For this reason, the USER must freely and voluntarily provide the personal data that will be required, which will be treated in accordance with the provisions of current regulations on personal data

protection, Regulation (EU) 2016/679 of 27 December April 2016 (GDPR) and LOPDGDD 3/2018 of December 5 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data and detailed in the Legal Notice and Privacy Policy of this website.

When creating an account, the USER will select a username and password, committing to make diligent use of them and not to make them available to third parties, as well as to notify the PROVIDER of the loss or theft thereof. or possible access by an unauthorized third party, so that it proceeds to the immediate blocking.

The PROVIDER informs that during the purchase process the USER will have to identify yourself with the username and password. The user will have access to their orders, invoices, order tracking as well as data modification. These passwords will be used to access the services provided through the Website.

The PROVIDER makes technical means available to Users to identify and correct errors in the introduction of data. In the shopping cart and forms in general, it will be automatically validated that the data format is correct and the user will be given the option to correct them.

We inform you that in accordance with what is required by article 27 Law 34/2002, on Services of the Information Society and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Shipment of orders.
3. Withdrawal and Withdrawal Policy.
4. Returns and Return Policy.
5. Claims and online dispute resolution.
6. Force majeure.
7. Competition.
8. Generalities of the offer.
9. Price and validity period of the offer.
10. Transportation costs.
11. Form of payment, expenses and discounts.
12. Purchase process.
13. Applicable warranties.
14. Disassociation and suspension or termination of the contract.
15. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless specifically stipulated in writing, placing an order to the PROVIDER will imply acceptance by the USER of these legal conditions, specifically through the selection of the acceptance box. No stipulation made by the USER may differ from those of the PROVIDER if it has not been expressly accepted in advance and in writing by the PROVIDER.

To place an order, you must follow the online purchase procedure and click on the acceptance of the GENERAL PURCHASE CONDITIONS AND ON THE "ORDER WITH PAYMENT OBLIGATION" SECTION.

2. DELIVERY OF ORDERS

The PROVIDER will not send any order until it has verified that the payment has been made.

Merchandise shipments will usually be made by EXPRESS COURIER (MBE), according to the destination freely designated by the USER.

The delivery dates or deadlines shall be understood as approximate, the delay does not constitute an essential non-compliance event. In the event that the PROVIDER has not delivered the merchandise after 30 days from the agreed delivery date, the customer will be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without thereby deriving or liability for damages attributable to the PROVIDER.

The delivery time is usually between 6 to 8 working days, depending on the destination chosen. This term is understood as long as the availability of the merchandise has been confirmed and the full payment of the order has been verified.

The PROVIDER will not assume any responsibility when the delivery of the product does not take place, because the data provided by the USER is false, inaccurate or incomplete.

The delivery will be considered made when the carrier has made the products available to the USER or the USER's delegate and has signed the delivery receipt document.

It is the responsibility of the USER to verify the products upon receipt and expose all the exceptions and claims that may be justified in the delivery receipt document.

3. WITHDRAWAL AND WITHDRAWAL POLICY.

The USER has a period of fourteen calendar days, counted from the date of receipt of the product purchased in our online store, to exercise the right of withdrawal and void the contract between the parties (article 71 of the Royal Legislative Decree 1/2007, of November 16, approving the revised text of the General Law for the Defense of Consumers and Users and other complementary laws).

In any case, the costs of returning the product will be borne by the USER, except for those withdrawals based on the lack of conformity with the product.

It should be mentioned that, according to number 47 of Directive 2011/83 / EU, if the USER wishes to exercise the right of withdrawal after having used the goods more than is strictly necessary to determine their nature, characteristics or operation, they will be responsible for any depreciation.

It is understood that to determine the nature, characteristics or operation of the goods acquired, the USER can only carry out the same manipulations and inspections of the goods as those that would be admitted in a physical establishment. Therefore, during the trial period the consumer must handle and inspect the goods with due care.

According to art. 103 of Royal Legislative Decree 1/2007, the right of withdrawal will not be applicable to contracts that refer to:

- a) The provision of services, once the service has been fully executed, when the execution has begun, with the prior express consent of the consumer and user and with the acknowledgment on their part that they are aware that, once the contract has been completely executed by the employer, you will have lost your right of withdrawal.
- b) The supply of goods or the provision of services whose price depends on fluctuations in the financial market that the employer cannot control and that may occur during the withdrawal period.
- c) The supply of goods made according to the specifications of the consumer and user or clearly personalized.

- d) The supply of goods that may deteriorate or expire quickly.
- e) The supply of sealed goods that are not suitable to be returned for reasons of health protection or hygiene and that have been unsealed after delivery.
- f) The supply of goods that after delivery and taking into account their nature have been inseparably mixed with other goods.
- g) The supply of alcoholic beverages whose price has been agreed at the time of entering into the sale contract and which cannot be delivered within 30 days, and whose real value depends on market fluctuations that the entrepreneur cannot control.
- h) Contracts in which the consumer and user have specifically requested the employer to visit him to carry out urgent repair or maintenance operations; If, during that visit, the entrepreneur provides additional services to those specifically requested by the consumer or supplies goods other than the spare parts necessarily used to carry out maintenance or repair operations, the right of withdrawal must apply to said additional services or goods. .
- i) The supply of sealed sound or video recordings or sealed computer programs that have been unsealed by the consumer and user after delivery.
- j) The supply of daily press, periodicals or magazines, with the exception of subscription contracts for the supply of such publications.
- k) Contracts concluded through public auctions.
- l) The provision of accommodation services for purposes other than serving as housing, transportation of goods, vehicle rental, food or services related to leisure activities, if the contracts provide for a specific date or period of execution.
- m) The supply of digital content that is not provided on a material support when the execution has begun with the prior express consent of the consumer and user with the knowledge on their part that they consequently lose their right of withdrawal.

WITHDRAWAL REQUEST FORM

To exercise their right of withdrawal, the USER must complete the form that we make available to them: E-TRADE. WITHDRAWAL request form (consumer / user) and send it via email to the PROVIDER at the following address: -----@-----.

RETURN OF AMOUNTS RECEIVED BY THE PROVIDER

When the USER has exercised the right of withdrawal, the PROVIDER will be obliged to return the sums paid by the consumer and user without withholding expenses. The return of these sums must be made without undue delay and, in any case, before 14 calendar days have elapsed from the date on which the consumer have informed of the decision to withdraw from the contract. In any case, the return of sums received may be withheld until the material receipt of the goods or products, or the receipt of sufficient proof that proves their return.

4. RETURNS AND RETURN POLICY.

In the event of a return, the USER must bear the direct cost of the expenses generated by the return and shipment of the products to our establishment, in the event of an error by DAUNERT MAQUINAS HERRAMIENTAS, S.A. It can be sent by postage due, if it is shown that it is an error of the company, it will be generated by means of communication sent to

the following e-mail -----@-----, indicating the incident.

The term to make said refund will be 14 calendar days.

5. CLAIMS AND DISPUTE RESOLUTION ONLINE

Any claim that the USER considers appropriate will be attended to as soon as possible, and can be made at the following contact:

Postal: DAUNERT MAQUINAS HERRAMIENTAS, S.A., C / Tirso de Molina, 7-9-11 - 08940 Cornellà de Llobregat (Barcelona)

Telephone: 934 751 480

Mail: _____

Online Dispute Resolution

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online conflicts between the USER and the PROVIDER, without the need to resort to the courts of justice, through the intervention of a third, called the dispute resolution body, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement, finally being able to suggest and / or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

6. FORCE MAJEURE

The parties will not incur liability for any fault due to a major cause. The fulfillment of the obligation will be delayed until the cessation of the case of force majeure.

7. COMPETITION

The USER may not assign, transfer or transmit the rights, responsibilities and obligations contracted in the sale.

If any stipulation of these conditions is considered null or impossible to fulfill, the validity, legality and fulfillment of the rest will not be affected in any way, nor will they be modified in any way.

The USER declares to have read, know and accept these General Conditions in their entirety.

8. GENERAL INFORMATION OF THE OFFER

All sales and deliveries made by the PROVIDER will be understood to be subject to these General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of DAUNERT MAQUINAS HERRAMIENTAS, S.A. or here stipulated will have effect, except for an express written agreement signed by the PROVIDER, in this case, these particular agreements will prevail.

Given the continuous technical advances and product improvements, the PROVIDER reserves the right to modify its specifications regarding the information provided in its advertising, until it affects the value of the products offered. These modifications will also be valid in the event that, for any reason, the possibility of supplying the products offered is affected.

9. PRICE AND TERM OF VALIDITY OF THE OFFER

The prices indicated for each product include Value Added Tax (VAT) or other taxes that may be applicable. These prices, unless expressly indicated otherwise, do not include shipping, handling, packaging, shipping insurance or any other additional services and attachments to the good or product purchased.

The prices applicable to each product are those published on the website will be expressed in the EURO currency. The USER assumes that the economic valuation of some of the products may vary in real time.

Before making the purchase, the USER will be able to check online all the details of the budget: items, quantities, price, availability, transport costs, charges, discounts, taxes and the total of the purchase. Prices may change daily as long as the order is not placed.

Any payment made to the PROVIDER entails the issuance of an invoice in the name of the registered USER or the business name that he has informed at the time of placing the order. This invoice will be sent in paper format together with the purchased product.

For any information about the order, the USER may contact through the PROVIDER's customer service telephone number 934751480 or via email to the address -----@-----.

10. TRANSPORTATION COSTS

The transportation costs depends on weight and volume of the product and the prices will be indicated by the company that makes the shipment.

In general lines, if the postage exceeds 200 euros on a domestic shipping, the fee shipping will be free, in case the shipment is international, all postage will be paid by the recipient.

11. FORMS OF PAYMENT, CHARGES AND DISCOUNTS

The PROVIDER is responsible for economic transactions and enables the following ways to pay for an order:

- Wire transfer.
- Pay Pal.
- Bank card.

Security Measures and Secure Payment

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited under the programs of the card brands: the sale or offer of a product or service that does not comply with all the laws applicable to the Purchaser, Issuing Bank, Merchant or Holder of the card or cards.

In relation to Security, the website uses security techniques such as firewalls, access control procedures and cryptographic mechanisms, all in order to prevent unauthorized access to data. To achieve this, the user / client accepts that the provider obtains data for the purposes of the corresponding authentication of access controls.

Likewise, the data about your credit card is not registered in any database, but goes directly to the POS (Point of Sale Terminal) of the bank.

In addition, we inform that, in an effort to provide greater security to credit card owners, we have incorporated into our payment gateway the secure payment system called CES (Secure Electronic Commerce).

Visa and MasterCard have developed a system to securely make payments on the Internet. The Secure Electronic Commerce system is based on the card issuer (bank or savings bank) identifying the cardholder before authorizing payment online.

The data of your card and your password are protected by this security system (through an SSL (Secure Socket Layers) protocol with an https connection from the moment of its introduction and are not sent in any case to our company. You will recognize it by a padlock icon in the navigation bar. You will also see in the URL 'https' instead of 'http'. This additional 's' means 'secure'. With SSL, all information between our website and you is encrypted to be unreadable to third parties.

Payments are made securely to Redsys by debit, credit card or prepayment from any national financial institution. Redsys allows you to save the card in the system and you can direct debit card payments safely.

12. PURCHASE PROCESS

Basket (budget simulation)

Any product from our catalog can be added to the basket. The articles, the quantity, the price and the total amount will be observed. Once the basket is saved, the taxes, charges and discounts will be calculated according to the payment and shipping information entered.

The baskets do not have any administrative link, it is only a section where a budget can be simulated without any commitment by both parties.

From the basket you can place an order by following the following steps for its correct formalization:

1. - Checking the billing information.
2. - Verification of the shipping address.
3. - Selection of the payment method.
4. - Acceptance of the Legal Conditions
5. - Select the box "Pay Now"

Once the order is processed, the system instantly sends an email to the PROVIDER's management department and another to the USER's email confirming the order has been placed.

13. APPLICABLE GUARANTEES

All products offered through the website are completely original, unless otherwise indicated in their description. All have a two-year warranty period, in accordance with the criteria and conditions described in Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of consumers and users and other complementary laws.

I. Conformity of the products with the contract (art. 116)

Unless proven otherwise, it will be understood that the products are in accordance with the contract as long as they meet all the requirements expressed below, unless due to the circumstances of the case, any of them is not applicable: They conform to the description made by DAUNERT MAQUINAS HERRAMIENTAS, S.A . They are suitable for the uses to which products of the same type are ordinarily destined.

They are suitable for any special use required by the client when it has been made known to DAUNERT MAQUINAS HERRAMIENTAS, S.A. at the time of the conclusion of the contract, provided that it has accepted that the product is suitable for this use.

Present the usual quality and benefits of a product of the same type that the client can reasonably expect, taking into account its nature and, where appropriate, the descriptions of the specific characteristics of the products made by DAUNERT MAQUINAS HERRAMIENTAS, S.A .

DAUNERT MAQUINAS HERRAMIENTAS, S.A. describes the details, technical characteristics and photographs of the products provided by their manufacturer, so that it is not bound by these public statements.

The lack of conformity that results from an incorrect installation of the product will be equated to the lack of conformity of the same when the installation is included in the contract of sale and has been carried out by DAUNERT MAQUINAS HERRAMIENTAS, S.A. or under the responsibility of him, or by the USER when the defective installation is due to an error in the installation instructions.

The responsibility for lack of conformity that the USER knows or has not been able to ignore at the time of the conclusion of the contract or that have their origin in materials supplied by the USER will not proceed.

II. Responsibility of the PROVIDER and rights of the consumer and user (art. 118)

DAUNERT MAQUINAS HERRAMIENTAS, S.A. will respond to the USER for any lack of conformity that exists at the time of delivery of the product. DAUNERT MAQUINAS HERRAMIENTAS, S.A. recognizes the USER the right to repair the product, to replace it, to lower the price and to terminate the contract.

III. Incompatibility of actions (art. 117)

The exercise of the actions mentioned in the previous point will be incompatible with the exercise of the actions derived from the reorganization for hidden defects of the sale.

In any case, the consumer and user will have the right, in accordance with civil and commercial legislation, to be compensated for damages derived from the lack of conformity.

IV. Repair and replacement of products (art. 119)

If the product does not comply with the contract, the USER may choose between demanding its repair or replacement, unless one of these options is impossible or disproportionate. From the moment the USER informs DAUNERT MAQUINAS HERRAMIENTAS, S.A. the option chosen, both parties must abide by. This decision of the USER is understood without prejudice to the provisions of the following point for cases in which the repair or replacement fails to bring the product into compliance with the contract.

Any form of reorganization imposed on DAUNERT MAQUINAS HERRAMIENTAS, S.A. will be considered disproportionate. costs that, compared to the other form of sanitation, are not reasonable, taking into account the value that the product would have if there were no lack of

formity, the relevance of the lack of conformity and if the alternative form of sanitation could be carried out without major inconveniences for the USER.

V. Rules for the repair or replacement of the product (art. 120)

Repair and replacement will conform to the following rules:

They will be free for the USER. This gratuity will include the necessary expenses incurred to correct the lack of conformity of the products with the contract, especially the shipping costs, as well as the costs related to labor and materials.

They will be carried out in a reasonable time and without major inconveniences for the user, taking into account the

nature of the products and the purpose they had for the USER.

The repair suspends the calculation of the periods referred to in article 123. The suspension period will start from the moment the USER places the product at the disposal of DAUNERT MAQUINAS HERRAMIENTAS, S.A. and will conclude with the delivery to the USER of the product already repaired. During the six months after delivery of the repaired product, DAUNERT MAQUINAS HERRAMIENTAS, S.A. will be liable for the lack of conformity that led to the repair. It is presumed that it is the same lack of conformity when defects of the same origin as those initially manifested are reproduced in the product.

The replacement suspends the terms referred to in article 123 from the exercise of the option until the delivery of the new product. In any case, the second paragraph of article 123.1 shall apply to the substitute product.

If the repair is completed and the product is delivered, it is still not in accordance with the contract, the USER may demand the replacement of the product, unless this option is disproportionate, the price reduction or the termination of the contract in the terms provided in Chapter II of Title IV regarding Guarantees and after-sales services.

If the replacement fails to bring the product into conformity with the contract, the USER may demand its repair, unless this option is disproportionate, the price reduction or the termination of the contract in the terms provided in Chapter II of Title IV regarding Warranties and after-sales services.

The USER may not demand replacement in the case of non-expendable products, nor in the case of second-hand products.

Deadlines (art. 123)

DAUNERT MAQUINAS HERRAMIENTAS, S.A. Responsible for the lack of conformity that is manifested within a period of two years from delivery. In second-hand products, DAUNERT MAQUINAS HERRAMIENTAS, S.A. and the USER may agree to a shorter period, which may not be less than one year from delivery.

Unless proven otherwise, it will be presumed that the lack of conformity manifested in the six months after delivery already existed when the product was delivered, except when this presumption is incompatible with the nature of the product or the nature of the lack of conformity. .

Unless proven otherwise, delivery is understood to have been made on the day that appears on the invoice or purchase label, or on the corresponding delivery note if it is later.

DAUNERT MAQUINAS HERRAMIENTAS, S.A. is obliged to deliver to the consumer or user who exercises their right to repair or replacement, documentary justification of the delivery of the product, stating the date of delivery and the lack of conformity that originates the exercise of the right.

In the same way, together with the repaired or replaced product, the seller will provide the USER with documentary justification of the delivery stating the date of the delivery and, where appropriate, the repair carried out.

The action to claim compliance with the provisions of the previous articles prescribes three years from the delivery of the product.

The USER must inform DAUNERT MAQUINAS HERRAMIENTAS, S.A. of the lack of conformity within two months after he became aware of it. Failure to comply with said period will not entail the loss of the corresponding right to sanitation, the USER being responsible, however, for the damages actually caused by the delay in communication.

Unless proven otherwise, it will be understood that the USER's communication has taken place within the established period.

VII. Action against the producer (art. 124)

When the USER finds it impossible or an excessive burden to contact DAUNERT MAQUINAS HERRAMIENTAS, S.A. Due to the lack of conformity of the products with the sales contract, you may claim directly from the producer in order to obtain the replacement or repair of the product.

In general, and without prejudice to the fact that the responsibility of the producer ceases, in the same terms and conditions as those established for DAUNERT MAQUINAS HERRAMIENTAS, SA, the producer will respond for the lack of conformity when it refers to the origin, identity or suitability of the products, according

do with their nature and purpose and with the rules that regulate them.

Producer is understood to be the manufacturer of a product or its importer in the territory of the European Union or any person who presents himself as such by indicating his name, brand or other distinctive sign on the product.

Whoever has responded to the USER, will have a period of one year to repeat against the person responsible for the lack of conformity. This period is computed from the moment the cleanup was completed.

14. DISSOCIATION AND SUSPENSION OR TERMINATION OF THE CONTRACT

If any of these terms and conditions is considered illegal, void or for any unenforceable reason, this condition will be considered severable and will not affect the validity and enforceability of any of the remaining conditions.

DAUNERT MAQUINAS HERRAMIENTAS, S.A. may, without prior notice, suspend or terminate the USER's access to its e-commerce services, in whole or in part, for any valid reason, including, without limitation, when the USER does not comply or follow any of the established obligations in this document or any applicable legal provision, license, regulation, directive, code of practice or policy of use.

When you exercise any of your rights or powers under this Clause, such exercise will not prejudice or affect the exercise of any other right, power or resource that may be available to the user.

15. APPLICABLE LAW AND JURISDICTION

These conditions will be governed or interpreted in accordance with Spanish legislation in that which is not expressly established.

According to arts. 50-52 of Law 1/2000, of January 7, on Civil Procedure and art. 18.1 of Regulation (EU) 1215/2012 of December 12, 2012 regarding judicial competence, the recognition and enforcement of judicial decisions in civil and commercial matters, the action brought by the USER against the PROVIDER may be filed before the jurisdictional bodies where the PROVIDER is domiciled or, regardless of its domicile, before the court of the place where the USER is domiciled.

In the event that the USER is domiciled outside of Spain, the PROVIDER and the USER expressly waive any other forum, submitting to the dispute resolution body that will act as an intermediary between the two in accordance with Art. 14.1 of Regulation (EU) 524 / 2013, without the need to resort to the courts of justice. For more information, see clause «5. CLAIMS AND ONLINE DISPUTE RESOLUTION »of these Conditions.

WITHDRAWAL FORM

For the attention of:

Name: DAUNERT MAQUINAS HERRAMIENTAS, S.A.

NIF: A08607988

Address: C / Tirso de Molina, 7-9-11 - 08940 Cornellà de Llobregat (Barcelona)

Town: Cornellà de Llobregat

Telephone: 934 751 480

Email: egimenez@daunert.com

Data of the good / service to be withdrawn:

Order / invoice number:

Order / invoice date:

Product / service receipt date:

Product / Service Description:

Consumer / user data:

Name:

NIF:

Address:

Population:

Telephone:

Email:

Right of withdrawal:

In accordance with article 68 of Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, I inform you that I withdraw from the contract for the sale of the goods / services described above, so I would be grateful if you could contact me using the contact information provided, to notify me that this request has been made.

Request date:

Consumer / User Signature:

Online Purchase Registration Web Form (First Layer)

DAUNERT MAQUINAS HERRAMIENTAS, S.A. as the data controller will process your data for the purpose of managing and processing your order. You may access, rectify and erase your data, and also exercise other rights by consulting the additional detailed information on data protection in our [Privacy Policy](#)

- I have read and accept the conditions contained in the privacy policy on processing of my data to manage my order
- I have read and accept the **general contracting conditions**

Formulario Web: The Private Area (Primera Capa)

DAUNERT MAQUINAS HERRAMIENTAS, S.A. as Controller will process your data in order to manage your enrollment to access the private area of our website. You may access, rectify and suppress your data, as well as exercise other rights by consulting the additional and detailed information on data protection in our **Privacy Policy**.

I have read and accepted the conditions contained in the privacy policy regarding the processing of my personal data in order to manage my enrollment in the website of DAUNERT MAQUINAS HERRAMIENTAS, S.A..

DATA CONTROLLER

The company responsible for processing your data according to this Privacy Policy is:

DAUNERT MAQUINAS HERRAMIENTAS, S.A.

NIF: A08607988

Address: C/ Tirso de Molina, 7-9-11 - 08940 Cornellà de Llobregat (Barcelona)

E-mail address: egimenez@daunert.com

Website: daunert.com

Telephone no.: 934751480

Registered in the Companies' Register of

At DAUNERT MAQUINAS HERRAMIENTAS, S.A., we recognise the importance of protecting your personal information and we are committed to processing it responsibly and in compliance with the data protection laws.

The purpose of this privacy policy is to regulate all the aspects relating to the processing of data of the different users browsing the website or providing their personal details on the different forms to be found on it.

Personal Data

Personal Data is the information that identifies you or may identify you. Through the website, in the boxes that are established for that purpose, it is collected the personal data that the User provides us: Name, surname, email, telephone number, postal code, city, etc. In addition, it is collected all the personal data that the User voluntarily provides us through any of the social networks, of which the User is registered. In this case, the privacy settings will depend on both the configuration that the User established as well as the terms and conditions of the social network itself.

When a user visits the website, this does not mean that he/she has to provide any information about his/her personal data. However, if such information is provided, the data will be processed lawfully and subject at all times to the principles and rights contained in the GDPR 2016/679 of 27 April 2016 and the LOPDGDD 3/2018 of 5 December.

Purpose, duration and legitimation of the processing:

We will process the data provided to us by the user for the following purposes:

- To deal with the user's application or request made using the **contact form** on the website. We collect and process the user's personal data to enable us to process and manage his/her application, query or any request made using said form. We will keep these data for the time necessary to comply with the request and for the time established by law, with a minimum duration of 3 years.

The basis for legitimation of the data processing will be the consent granted by the user when checking the box for acceptance of our privacy policy before sending the request. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To manage the user's registration and participation in the **blog comments form** on the website. These comments will be managed by the WordPress platform. We will keep the data given to us for as long as the user does not request cancellation of his/her subscription to the blog content, for the time established by law, and for a minimum duration of 3 years.

The basis for legitimation of the data processing will be the consent granted by the user when registering through the

blog subscription form and checking the box for acceptance of our privacy policy before sending the request. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To manage the experiences or opinions regarding the products and/or services through **the user opinions** that will be published on the website, and thereby help other users. The only personal data that will be published in relation to the user opinion will be the user's name and town/city. We will keep the data given to us for as long as the user does not request that they be revoked, and for the time established by law, with a minimum duration of 3 years.

The basis for legitimation of the data processing will be the consent granted by the user when registering using the form provided for this purpose on the website and checking the box for acceptance of our privacy policy before sending the request.

- To deal with and manage the purchase made by the user using the **purchase form** on the website. We collect and process the user's personal data to enable us to process the order and subsequent payment for the products and services offered on the website. We will keep these data for the duration of the contractual relationship between the parties and for the time established by law for compliance with the tax obligations.

The basis for legitimation of the data processing will be the performance of a contract of sale to which the data subject is a party. If the user does not provide his/her personal data, it will not be possible to manage his/her purchase and the requested service cannot be provided.

- To save the abandoned **shopping cart** and remind the User that they have left a product in the shopping cart, in case they had initiated a purchase by entering their email address. The personal data will be kept at the moment the User adds the selected product to the shopping cart until the moment he confirms it for a period not exceeding five days.

The ground of lawfulness for the processing of the personal data will be the legitimate interests of the Controller for facilitating as much as possible the purchase of the product to which the User has shown interest by adding it to the cart.

- To send **circulars and newsletters** about DAUNERT MAQUINAS HERRAMIENTAS, S.A. products. When we have the user's consent, we collect and process his/her personal data to send him/her information about our products and services. We will keep these data for as long as the user does not revoke his/her consent to them being processed, for the time established by law and for a minimum duration of 3 years.

The basis for legitimation of the data processing will be the consent granted by the user when checking the box for acceptance of our privacy policy before subscribing to the newsletter in the form provided for this purpose on the website. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To manage the **CV/résumé** sent by the data subject using the form provided for this purpose, and include it in the database of company candidates. These data will be kept for a maximum of one year, after which time the data will be blocked for the time established by law, with a guarantee that confidentiality will be fully respected

both in their processing and subsequent destruction.

The legitimate basis for managing and processing the data subject's CV/résumé is his/her consent; this is given by carrying out the affirmative action of sending it and checking the box for acceptance of our privacy policy prior to it being sent. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To manage the DAUNERT MAQUINAS HERRAMIENTAS, S.A. **loyalty card**, which is offered to our customers on our website. We collect and process the customer's personal data to enable us to issue said card as part of our services, allowing the customer to benefit from discounts and promotions. We will keep these data for the duration of the contractual relationship and for the time established by law, with a minimum duration of 3 years.

The legitimate basis for managing the customer/loyalty card is the performance of a contract in which the data subject is a party. If the user does not provide his/her personal data, we cannot deal with his/her request and will not be able to provide the loyalty and discounts service offered by the DAUNERT MAQUINAS HERRAMIENTAS, S.A. card.

- To **draw up profiles**. We collect analytical data on the purchases made by the user and his/her interests and preferences. This allows us to offer him/her the products and services that might be of interest. We will keep these data for as long as the user does not revoke his/her consent to them being processed, for the time established by law and for a minimum duration of 3 years.

The legitimate basis for drawing up profiles is the user's consent, granted by checking the corresponding box. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To register as a "registered user" on the **registration form** on the website, which will allow the user to access his/her private services area and be informed of our activities; this will enable us to send him/her by any electronic medium commercial communications about the new features of our services. We will keep these data for as long as the user does not request cancellation of his/her registration, and for the time established by law, with a minimum duration of 3 years.

The basis for legitimization of the data processing will be the consent granted by the user when registering with the registration form and checking the box for acceptance of our privacy policy before sending the request. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To improve the user experience when browsing the website. We will keep these data for as long as the user does not revoke his/her consent to them being processed by deleting the cookies, for the time established by law and for a minimum duration of 3 years.

The legitimate basis for improving website browsing is the consent given by the user when accepting the cookies. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based

on the consent given prior to it being withdrawn.

- To manage our **social networks** and send users information about our activities and products. We will keep these data for as long as the user does not revoke his/her consent to them being processed, for the time established by law and for a minimum duration of 3 years.

The legitimate basis for managing our social networks and sending users our activities and new features is the consent we are given to do so. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To manage the **competitions and draws** organised on the website. We collect and process the user's personal data to enable us to manage his/her participation in the different draws or competitions organised by DAUNERT MAQUINAS HERRAMIENTAS, S.A. and to communicate subsequently with the winners. We will keep these data for as long as the competition or draw is in progress and for subsequent exposure, as determined in the competition rules, and for the time established by law with a minimum duration of 3 years.

The basis for legitimation of the data processing will be the consent granted by the user when completing the participation form on the website and checking the box for acceptance of our privacy policy and for the rules of the competition or draw. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- Management and development of the user's registration for **attendance at an event or activity organised** by DAUNERT MAQUINAS HERRAMIENTAS, S.A. through the data compiled in the form provided for this purpose on the website. We will keep these data for as long as the event activity lasts and for the time established by law, with a minimum duration of 3 years.

The basis for legitimation of the data processing will be the consent given by the user when completing the participation form provided for this purpose on the website and checking the box for acceptance of our privacy policy. The user has the right to revoke his/her consent at any time, without this affecting the lawfulness of the processing based on the consent given prior to it being withdrawn.

- To facilitate the **training and information** of the users registered on the Website and carry out, where relevant, the procedures necessary to allow them to register and attend or follow the courses, conferences, events and any other training, social, information and/or educational activity in which the user is interested and which is offered on the website. We will keep these data for as long as the training activity lasts and for the time established by law, with a minimum duration of 3 years.

The legitimation for this purpose of personal data processing is the performance of the contract to which the user is a party, i.e. for the maintenance, execution, development, monitoring and performance of the contractual relationship between you and DAUNERT MAQUINAS HERRAMIENTAS, S.A.

- To manage bookings and provide users with the accommodation services in our establishment by means of our **booking form** on the website. The data provided will be kept for as long as the contractual relationship between

the parties lasts, and for the time established by law with a minimum duration of 3 years.

The legitimate basis for dealing with and managing the booking made by the user on the website form will be the performance of a contract to which the data subject is a party. If the user does not provide his/her personal data, it will not be possible to manage his/her booking and the requested service cannot be provided.

- Manage the "**Customer Service**" **chat service** offered on our website for any questions concerning our services/products. With the aim of constantly improve the quality of our customer service, we record the history of the chat under the analysis and improvement purposes. These records are deleted once evaluated and having met the time established by law with a minimum duration of 3 years.

The lawful ground for the processing is the consent of the data subject granted to us for the use of the service. The user has the right to revoke their consent at any time without affecting the lawfulness of the processing based on the consent prior to its withdrawal.

- Manage the sending of **satisfaction surveys** based on the purchase of the product or service requested to improve on a daily basis the experience of our customers. The personal data will be deleted once the survey has been concluded as well as the reasonable time to make improvements, activate new services and meet the requirements established by the current applicable law.

The processing of your personal data will be based on the legitimate interest to improve the quality of the service when the user has purchased products and/or services. In the absence of such a contractual activity, the processing of personal data will be based on the user's consent set forth in the current regulations in force. Additionally, if you withdraw your consent to any of the processing, this will not affect the lawfulness of the processing conducted previously.

- Manage the registration as a member by the data provided through the form of the section of our website "Become a Member". Personal data will be processed as long as the user does not communicate their willingness to unsubscribe as a member or maintains the relationship with our entity. Subsequently, the personal data will be kept locked during the legally established conservation periods, and then the personal data will be removed by using adequate security measures to guarantee the pseudonymization of the data or the total destruction of it.

The ground of lawfulness for the processing of the personal data of the data subject is based on the consent through the formalization and sending of the corresponding request of the member, providing us with the personal data required in the mandatory fields without which we cannot manage your request.

Assignment or communication of personal data and international transfers:

Your data will not be communicated or transferred to third parties unless there is a legal obligation, or to those service providers associated with the Controller which act as data processors.

Data will not be transferred internationally; if, at any time, this might be required, the user will be informed so that his/her consent can be obtained.

Updating of data

In order for us to keep the personal data up to date, the user must always inform us of any change in said data; if this is

not done, we cannot be liable for the veracity of the data.

The user guarantees that the personal data provided are true, and guarantees that all the information provided corresponds to reality, is up to date and is accurate. He/she is obliged to communicate any modification thereto.

Third Party Data

If the user provides third party data for any purpose to DAUNERT MAQUINAS HERRAMIENTAS, S.A., he/she guarantees that he/she has obtained these data lawfully, has informed the affected parties in advance, has obtained his/her consent to communicate them, and that the information provided is accurate and true.

Compulsory nature of the information requested

All our forms have an asterisk (*) to indicate which details are compulsory. If the user does not complete these fields, or does not check the privacy policy box, the information will not be sent.

Use of passwords

In order to access your account, the USER must "Log in" and include the email address and password generated in the registration form according to the complexity rules established at each moment on the web.

The users are responsible for the adequate custody and confidentiality of any identifiers and/or passwords that they have selected in the registration form, and they undertake not to assign their use to third parties, nor to allow their access to outsiders.

Likewise, it will be the obligation of the user to notify immediately to the Controller any fact that allows the misuse of the identifiers and/or passwords, such as theft, loss, or unauthorized access to them, in order to proceed to its immediate cancellation.

Rights of data subjects:

You have the right to access your data and obtain confirmation regarding the processing thereof, as well as a copy of the personal data being processed. You have the right to update them and request that any inaccurate data be corrected, or request removal of the data when they are not necessary for the purposes for which they were collected. You may request a restriction in the processing of your data and object to them being processed by revoking your consent, and also exercise your right to data portability. Similarly, you have the right not to be the subject of decisions based solely on the automated processing of your personal data. You may exercise your rights by contacting us C/ Tirso de Molina, 7-9-11 - 08940 Cornellà de Llobregat (Barcelona). E-mail: egimenez@daunert.com

If you consider that your rights have not been duly respected, you have the right to lodge a complaint with the Spanish Data Protection Agency www.aepd.es

Processing of the data of Minors

Anyone providing data through the forms on this website and accepting the processing of such states that he/she is at least 14 years old. Access to, and use of the website is prohibited for anyone younger than 14. If, at any time, the Data Controller detects that a person younger than 14 years of age has provided personal data, we will cancel said data. In addition, parents or tutors may in any event write to DAUNERT MAQUINAS HERRAMIENTAS, S.A. to block any access account created by minors in their charge who have registered by falsifying their identity.

Social Networks

The object of social tools such as Facebook, Twitter, Instagram, etc. or other social networks is to give visibility and dissemination of the activities that take place in our organization. These social tools store personal data in the servers of the corresponding services and are governed by their own privacy policy. It is recommended to review and read the

conditions of use and the privacy policy of the social network at the time of registration, taking into account the different configuration's possibilities regarding the privacy of the user's profile in the social network. In addition, the Controller reserves the right to erase from its social networks any published information by third-parties that trespasses the legality, encourages to infringe it or contains messages that infringe upon human dignity or institutions. Likewise, the Controller reserves the right to block or report the author's profile of such content.

Cookies:

A cookie is a small file that is downloaded and stored on the user's computer when he/she access a website. Cookies allow the website, amongst other things, to store and recover information on the browsing habits of the user or of his/her computer and, depending on the information they contain and the way in which you use your computer, they may be used for user recognition.

The user has the option to prevent the generation of cookies, by selecting the corresponding option in his/her browser program. You can obtain more information by reading our [Cookies Policy](#).