



## **GENERAL TERMS OF SALE**

These General Terms of Sale shall apply from 01 March 2016.

Welcome to the catalogue and website of Evergy®. Access to the catalogue and the website [www.evergyfitness.com](http://www.evergyfitness.com), their use, as well as the purchase of products from the web imply the reading, acknowledgement and acceptance of these General Conditions of Use.

### **1. Introduction**

The General Terms of Sale specified below determine the contractual relationship between any web or catalogue user (hereinafter, the “Customer”) and the seller, the company THOMAS WELLNESS GROUP, S.L., whose Registered Office is in: Cl. Lanzarote, 13. 28.703 – San Sebastián de los Reyes (Madrid), entered in the Commercial Register of Madrid: Volume 23878, Folio 124, Section 8, Page M-428735, Entry 1ª, having Spanish Tax ID code B-84956093.

The Customer declares and guarantees to be older than 14 years-old. Minors under 14 cannot provide any personal data by themselves.

THOMAS WELLNESS GROUP reserves the right to modify the conditions of use at any moment - we advise thus to review them before purchasing any good or service from the catalogue of Evergy® and/or the website [www.evergyfitness.com](http://www.evergyfitness.com). It is deemed that the purchase of Evergy® products means the reading, acknowledgement and acceptance of the General Terms in force at the moment of sale and that by accessing the portal the customer undertakes to respect such conditions and terms of use.

### **2. Applicable Law**

These General Terms of Sale are governed by applicable Spanish Law, which shall apply alternatively for any case not provided thereby. (Mainly Law 34/2002 dated 11 July on information services and electronic commerce).

To resolve any issue arising from interpretation, application and compliance with the Terms, Evergy® is subject to the applicable law on consumers and users.

### **3. Customer Service**

Evergy® is entirely at its customers' service for any request, incident or claim that they might have. We offer Customer Service from Monday to Thursday from 9 am to 6 pm and on Friday from 9 am to 2.30 pm via telephone on +34 91 661 76 07 and via the e-mail address [info@evergyfitness.com](mailto:info@evergyfitness.com).

## **4. Information on the products**

The products included on the website and in the catalogue will match, as reliably as possible, those effectively offered as the display technology allows on the website or in the catalogue. The information concerning product characteristics is very important for Evergy® and thus it pays particular attention to technical descriptions and to (non-contractual) pictures used to illustrate the products.

However, colours, sizes and other characteristics of the products represented in the pictures may vary from the final product. Evergy® will try to update the product characteristics specified on every platform so that they reflect reality as accurately as possible.

### **4.1 PRODUCT MEASUREMENTS**

Product measurements, as well as weights appearing on the website and in our catalogues are approximate, except for those products that clearly show their weight and/or measurements.

## **5. Orders and Quotations**

All order and quotation requests can be processed fast and easily by contacting Evergy® via the following methods:

E-mail: [info@evergyfitness.com](mailto:info@evergyfitness.com)

Telephone: 0034 91 661 76 07

Likewise, customers can request a visit from the Sales Representative assigned to their area if they wish.

In all cases, quotation requests must include the following information:

Product reference, product description, number of units, postal code for delivery and maximum delivery time.

## **6. Prices**

Selling prices stated on the website, in the catalogue or on any other advertising platform are quoted in euros (excluding VAT and special local taxes). Initial prices do not include shipping costs, which will be estimated according to the location and total weight/size of the item. The customer shall bear the costs of transport and will be informed of the sum at the final stage of the purchase process.

For large orders, the customer can request a personalised quotation and access special prices. Evergy® will try to make the quotation fit the specific circumstances of each customer.

Evergy® reserves the right to modify the prices at any time, stating the new price on the web and on the corresponding advertising platforms as soon as possible.

## **7. Availability**

Evergy® products will be supplied according to stock at the time. Our commitment and purpose is to always have our products available. Should a product not be in stock at any time, the approximate delivery time will be communicated to the customer as soon as possible.

## 8. Shipping Methods and Delivery Times

Products bought on [www.evergyfitness.com](http://www.evergyfitness.com), via our Customer Service and Sales Representatives network will be delivered throughout Spain and countries in the European Union (see special shipping conditions for U.K., Switzerland and Andorra.)

Purchased products will be shipped to the delivery address provided by the customer upon order confirmation, having a maximum delivery time of thirty (30) working days. However, the standard delivery time in the Iberian Peninsula and the Balearic Islands is three or four (3-4) working days from receipt of payment. For the Canary Islands and the rest of Europe delivery times will depend on the destination, weight and volume.

In order to optimise deliveries, we recommend that customers provide an address where the order can be shipped within usual working hours.

In the event of delay in order delivery attributable to Evergy®, the customer may cancel the order as long as this is communicated before the departure of goods from the warehouse of Evergy® (see cancellation policy). Costs arising from this concept will be borne by the customer. Cases where the transport company has made the order available for the customer within the agreed time and the delivery has not been possible due to causes attributable to the customer, shall not be considered as delays in delivery.

Evergy® works in order to meet the aforementioned delivery times but takes no responsibility for the consequences deriving from delays in delivery or lost packages caused by personnel who are not part of the transport contract, by you or on grounds of unpredictable or unavoidable causes of force majeure.

Once you receive your package, we recommend you check that everything is according to your order and is in good condition. Should you not agree with the shipped goods or their condition, do not accept the package and sign and handwrite on the transporter's delivery note the faults you found upon reception.

### 8.1 DELIVERY METHODS

Evergy® usually sends the goods on pallets, and offers two levels of service:

**Standard shipping:** Products are shipped door-to-door (at the customer's door) by means of a transport agency. The customer shall be responsible for conveying the products to the place of use and shall take charge of packaging material, its collection and disposal.

**Premium shipping:** Two operators (or as many as needed in each case) will be responsible for installing and handling the products purchased by the customer. Packaging will be disposed by Evergy® personnel. This will incur an additional cost that will be communicated by the Sales Representative upon quotation. This service is only available in Spain.

### 8.2 INTERCONTINENTAL SHIPPING

Evergy® aims to send its products all over the world, so we can arrange deliveries anywhere either by means of agencies of package transport or large tonnage shipping lines. Contact our Customer Service to request a personalised quotation ([info@evergyfitness.com](mailto:info@evergyfitness.com) or +34 91 661 76 07)

## 9. Shipping costs

Every shipment will have different costs according to the product quantity, destination and total weight, and size of the item. Our Sales Representative will inform you in advance of the transport costs to its destination. Everygy® works with the main transport operators in order to guarantee the best available prices, times and services.

## 10. Measurements confirmation

Before confirming an order, customers are encouraged to check that the measurements of the products purchased are appropriate for their final location. Likewise, it is important to check that the access to the location is adequate.

We strongly recommend this advice is followed to avoid unnecessary returns.

## 11. Payment methods

### 11.1 CARD

The payment for the purchase of the product and the corresponding shipping costs can be made using a credit card (Visa, Mastercard, American Express.)

Credit card payments will be made upon order confirmation.

The order will be accepted and processed once the payment has been authorised by the customer's bank entity. For security reasons, Everygy® verifies all the orders made using bank cards, which may cause a brief delay in the order delivery time.

For payments made using cards issued outside Spain, the issuing bank needs to abide by the Secure Electronic Commerce (SEC) security protocol. Payments made using cards that do not conform to this requirement will not be accepted.

All the payments made using cards must comply with the security requirements supported by financial institutions and payment gateways.

Everygy® reserves the right to reject any transaction made using credit card. In this event we will proceed to return the sum to the original account within a maximum of thirty (30) working days.

### 11.2 TRANSFER

Customers can make the payment by means of bank transfer to Energy's account, stating the quotation reference and the corporate name. Once the sum for the order has been received, it will be prepared and shipped.

Bank details:

Holder: THOMAS WELLNESS GROUP S.L.

BANKIA account number: ES65 2038 5908 51 6000204019 ; SWIFT: CAHMESMMXXX

### **11.3 DIRECT DEBIT:**

Regular customers can make their payments by direct debit after prior approval of the transaction by Evergy®. In this event the customer will not need to send the filled-in and signed SEPA document upon order confirmation.

## **12. Returns**

Evergy® offers maximum quality in its products and services. However returns are permitted in some cases.

Evergy® reserves the right to accept a return for any product display or description error, given that product pictures and details are for informative purposes only and may vary at any time, as long as the technical and functional characteristics of the products do not change.

Returns for mistakes or faulty materials must be communicated by the customer within forty-eight (48) hours of reception. The notice must be sent along with pictures and information concerning the incident. This motion must be previously approved by Evergy® and ruled by the returns policy. Should it not be processed in this way, Evergy® will not collect the faulty or erroneous products and will not deliver the correct products.

Note: It is very important upon receipt of the goods to check that both the packaging and the goods arrive at the destination in good condition. If any incident is noted, the customer must inform the company responsible for transportation and claim for damages for the product and notify Evergy® about the incident within a maximum of 48 hours from receipt of the order. Otherwise Evergy® cannot take responsibility for the any damage caused.

Shipping costs caused by faulty or erroneous products will be borne by Evergy®.

Cancellation Returns will be accepted within a maximum of seven (7) calendar days from receipt of the order, pursuant to the applicable law. Once this period is over, Evergy® will not accept returns for purchase cancellations.

Products must retain their original packaging intact. The return of goods without the original packaging, including the original documentation if any, will not be accepted. Under no circumstances will the return of products used by the customer be accepted.

Shipping costs corresponding to cancellation returns will be borne by the customer.

### **12.1 NON-REFUNDABLE ORDERS**

For hygiene reasons, products like mats, gloves, etc., cannot be refunded.

Made-to-measure and personalised materials cannot be returned.

### **12.2 RETURN PROCEDURE**

Should the customer request a return, it must be communicated to and approved by Evergy®.

Notifications shall be made via the e-mail address [info@evergyfitness.com](mailto:info@evergyfitness.com), on by telephone on 0034 91 661 76 07 or through a Sales Representative.

Evergy® will not refund the sum or ship any replacement goods back until the reception and condition of packaging and accessories of the returned item have been verified in its warehouse.

Once the condition of the product has been verified, the acceptance of the return, as well as any replacement for the product or the sum to be refunded, as appropriate, shall be communicated via e-mail.

As for the corresponding payment, a transfer shall be made to the account number provided by the customer or, if the order has been paid for using a credit card, the refund will be made directly on the card. Payments will be made within thirty (30) days of Evergy® accepting the return. However, for credit cards the date of effective payment will depend on the customer's bank.

Evergy® will not take responsibility for any costs and expenses incurred by the customer for any product return that does not follow the established procedures.

### **13. Order cancellation**

To avoid misunderstandings, orders shall be confirmed before the transport agency collects them, so cancellations shall be made giving seven (7) working days' notice. In this event the seller will be entitled to invoice for handling, works performed and materials used up to twenty percent (20%) of the sum of the order as compensation for such concepts.

### **14. Legal Compliance Guarantee**

Pursuant to the provisions of the Spanish Decree 1/2007, dated 16 November, on the General Law for the Protection of Consumers and Users, the products sold by Evergy® have a legal guarantee of two (2) years for new products aimed at private customers and one (1) year for professional customers (sports centres and complexes, professional associations, boxes, personal training centres.)

All the products displayed in the Evergy® catalogue and on [www.evergyfitness.com](http://www.evergyfitness.com) include the aforementioned legal guarantee.

In the event that Evergy® oversees the repair of your product along with the corresponding Technical Support, the customer shall bear the shipping costs to the warehouse

### **15. Intellectual Property**

The entire content of the Evergy® catalogue and the website [www.evergyfitness.com](http://www.evergyfitness.com) (products, texts, pictures, trademarks, videos, etc.) are exclusive property of THOMAS WELLNESS GROUP, S.L., its suppliers and collaborators. Partial or full reproduction of any content must be authorised in writing by THOMAS WELLNESS GROUP, S.L.

Customers must use the materials, elements and information accessed via the online shop or the catalogue for their own needs only and may not run any commercial operation using the materials, elements and information obtained there, either directly or indirectly.

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