TERMS AND CONDITIONS LEGAL NOTICE TERMS AND CONDITIONS OF USE SECURE PAYMENT RETURNS AND EXCHANGES

Legal notice

All purchases from the site <u>www.jamonesdealmoharin.es</u> are subject to the general conditions exhibited in the present document.

All sales realized are distance sales regulated by Spanish legislation currently in force regarding the matter.

Upon indicating "I have read and accept the terms and conditions of use," in the registration form, the user expresses his or her full adherence, without reservations, to all terms and conditions.

IDENTIFICATION INFORMATION:

The titleholder of www.jamonesdealmoharin.es is: Jamones Almoharín, S.L.

NIF-CIF: **B-10271476**

Company: JAMONES ALMOHARÍN

Head office: Polígono Industrial "El Palomar", naves 5, 6 y 7

; 10132 Almoharín (Cáceres)- Spain

PROTECTION OF USER DATA:

In compliance with that established in the Organic Law 15/1999 of 13 December on the Protection of Personal Data, www.jamonesdealmoharin.es informs its clients the personal data provided, will be included in a database created and maintained under the responsibility of www.jamonesdealmoharin.es. The database is duly recorded in the General Registry of Protection of Data with the purpose of said database being to facilitate the processing of orders and to send commercial offers in the future about products and services that may be of interest to our clients.

www.jamonesdealmoharin.es guarantees the confidentiality of all data provided by clients as well as the levels of security demanded by the current legislation in respect to the collection and treatment of data. In this manner, it is committed to the fulfillment of the obligation to keep personal data confidential and to its duty to save them and adopt all measures necessary to avoid their alteration, loss or unauthorized use or processing. Therefore, all information about our clients will not be used for commercial purposes nor transferred to third parties.

PURPOSE:

User data registered through the given forms on the website are obtained by www.jamonesdealmoharin.es with the purpose of facilitating the lending of services that www.jamonesdealmoharin.es provides through said website, with no other purpose than to facilitate the purchase of products that may be of interest to the user.

OBLIGATORY AND OPTIONAL INFORMATION PROVIDED BY THE USER AND VERACITY OF DATA:

The fields indicated as required in the registration form to be completed by the user are strictly necessary to attend to his or her petition, with the inclusion of data in the remaining fields being voluntary.

The user guarantees that the personal data provided to www.jamonesdealmoharin.es are truthful and is responsible for communicating any modifications to said data.

User consent:

The sending of personal data through the use of the electronic forms of www.jamonesdealmoharin.es, or by way of e-mail, assumes the express consent of the sender to the automated processing of the included data in the indicated means of communication, services and products related to the purposes of the websites of www.jamonesdealmoharin.es, as well as the sending of electronic communications with information related to www.jamonesdealmoharin.es and its initiatives.

BULLETINS AND ELECTRONIC COMMUNICATIONS:

www.jamonesdealmoharin.es will give users who have previously been authorized through the subscription form the opportunity to receive a bulletin service which includes news, new product information and information relevant to the website. Likewise, the user will be able to cancel or modify subscription data of the aforementioned bulletin through an interactive form included on the website. In addition, www.jamonesdealmoharin.es will remit commercial electronic communications with information regarding other products, services and events which may be of interest to the users of the website when expressly requested by the user. Said consent may be revoked at any moment by the user.

RIGHT OF OPPOSITION, CORRECTION AND UPDATING OF DATA:

The user has the right to access this information, rectify erroneous data and to cancel the services of www.jamonesdealmoharin.es

www.jamonesdealmoharin.es permits users to exclude themselves from this service in a free and simple manner. In order to do this, the user must enter his or her access menu and deselect the option "I would like to receive information about special offers and new products from the store" in the section "My user data," or in the case of any

problems with effective online realization, just as with any other type of doubt or dispute regarding our privacy policy, users can direct themselves to: info@jamonesalmoharin.com

Denominación Social: Jamones Almoharín, S.L.

Nombre Comercial: JAMONES ALMOHARÍN

Domicilio Social: Polígono Industrial "El Palomar", naves 5, 6 y 7

; 10132 Almoharín (Cáceres)-Spain

NIF-CIF: B-10271476

Teléfono: +34 927 38 64 82

E-Mail: info@jamonesalmoharin.com

Nombre de dominio: www.jamonesdealmoharin.es

The processing of personal data, as well as the sending of electronic commercial communications, are in accordance with Organic Law 15/1999 of 13 December on the Protection of Personal Data (Official State Gazette (BOE) of 13 December of 1999) and with Law 34/2002 of 11 July on Information Society Services and Electronic Commerce (Official State Gazette (BOE) of 12 July of 2002).

SECURITY:

www.jamonesdealmoharin.es maintains levels of security in the protection of personal data in accordance with Royal Decree 994/1999 of 11 June, relative to the measures of security of the database which contains personal data, and has established all technical means accessible to avoid the loss, misuse, alteration, unauthorized access y and theft of data provided by the user through the website, however it does inform the user that the measures of security on the Internet are not impregnable.

<u>www.jamonesdealmoharin.es</u> commits to comply with the duty to keep personal data contained in the database confidential in accordance with applicable legislation, as well as a confer secure processing on cessions and international data transfers that may take place.

COOKIES AND IPS:

The user accepts the use of cookies and IP address tracking. The traffic analyzer of the website uses cookies and IP address tracking that permit us to collect data of statistical effects such as: date of first visit, number of visits, date of last visit, URL and dominion of origin, browser used and screen resolution. Nevertheless, if the user so wishes, he or she may deactivate and/or eliminate cookies following the instructions of the browser used.

<u>www.jamonesdealmoharin.es</u> does not make use of "spamming" techniques and will only process data that the user transmits through the electronic forms present on this website or through e-mail.

INTELLECTUAL PROPERTY OF THE WEB:

All rights of intellectual property of the content of this website, its graphic design and its font codes, are the exclusive ownership of **JAMONES ALMOHARÍN**, and the corresponding rights to exercise exclusive use of them. Therefore their reproduction, distribution, public communication and transformation, total or partial, is prohibited without express authorization of the owner. Likewise, all commercial names, brands or distinctive symbols of any type contained in this website are protected by the law.

WEB CONTENT AND LINKS:

At <u>www.jamonesdealmoharin.es</u> we are not responsible for misuse realized from the contents of the website, that being the exclusive responsibility of the person who accesses and uses them. Neither do we assume any responsibility for the information contained on the websites of third parties that may be accessed through links on this website.

EXCHANGE OR CIRCULATION OF INFORMATION:

<u>www.jamonesdealmoharin.es</u> declines all responsibility that derives from the exchange of information among users through the website. We especially do not make ourselves responsible for the use of minors in the case of harm caused by what is accessed by them.

UPDATING AND MODIFICATION OF THE WEBSITE:

<u>www.jamonesdealmoharin.es</u> reserves the right to update, modify or eliminate the information contained in its website, and the configuration or presentation of it at any moment, without previous notice, and without assuming responsibility for it.

TECHNICAL POINTS:

At <u>www.jamonesdealmoharin.es</u> we do not assume any responsibility that may result from technical problems or failures that may occur during connection to the Internet, as well as for damages that may be caused by third parties through illegitimate interference out of the control of <u>www.jamonesdealmoharin.es</u>. We are also exonerated from all responsibility regarding possible damages that the user may suffer as the consequence of errors, defects or omissions in the information we provide when said information is from other sources.

APPLICABLE LEGISLATION AND JURISDICTION:

Relations with our clients that derive from the lending of services contained in our website are subject to Spanish legislation and jurisdiction.

MODIFICATION OF THE PRESENT PRIVACY POLICY:

<u>www.jamonesdealmoharin.es</u> reserves the right to modify the present policy in order to adapt it to future changes in legislation or jurisdiction. Users of our website are conscious of all expressed and accept it voluntarily.

Terms and conditions of use

PRICES:

All prices are expressed in Euros.

The prices displayed on <u>www.jamonesdealmoharin.es</u> include taxes. The total price with shipping costs that correspond to every order will be included in a quote sent by e-mail from our commerce department.

The prices displayed on <u>www.jamonesdealmoharin.es</u>, may be revised and changed for misprints and errors at any moment if required.

METHODS OF PAYMENT:

BANK TRANSFER:

Upon selecting bank transfer as a method of payment, you will receive along with confirmation of your order, an e-mail that indicates the account number needed for the payment of the bank transfer. It is very important that you indicate the order number that we send you by e-mail when making the transfer as well as your full name.

Payable to: Jamones Almoharín, S.L.

Account number: 0075 - 0749 - 91 - 0600104927

In the case of an international transfer: IBAN: ES3500750749910600104927

BIC: POPUESMM

Do not forget that the payment is in EUROS and that you will be responsible for all eventual exchange rates and bank fees upon choosing this method of payment. In the case of bank transfers made outside of Spain, it is very important that you communicate with your bank about any charges you may receive upon ordering this transfer. If the transfer cannot be made, www.jamonesdealmoharin.es may stop the shipment of your order until receiving full payment.

PAYMENT WITH CREDIT CARD AND DEBIT CARD:

POPULAR. This entity relies on the security protocol SSL (Secure Socket Layers), which guarantees that its information cannot be intercepted by third parties at any moment. Furthermore, **www.jamonesdealmoharin.es** does not display, retain, or archive said information. Because of this, your confidentiality is absolutely guaranteed to be safe in all forms of communication which take place during the transaction.

We accept cards from the following carriers: 4B, Maestro, VISA, and MasterCard.

SECURE PAYMENT WITH PAYPAL:

PayPal is a method of payment through the Internet that allows payments by debit card, credit card and bank account.

PayPal allows companies or consumers who use e-mail to send and receive payments through the Internet in a method that is secure, comfortable and efficient. Moreover, PayPal is becoming the "Global Standard" of online payment. Every day more and more people, companies and businesses, as well as thousands of online stores such as eBay and many others, use PayPal as their online method of transaction.

SHIPPING METHODS AND COSTS:

JAMONES ALMOHARÍN will ship once the entirety of the order's payment has been confirmed. The products will leave our facilities the same day if the order is placed before 12:00 noon; otherwise it will leave the next business day (Monday-Friday). The delivery will be considered complete once the carrier has delivered the products to the customer and the latter has signed the delivery note. It is the responsibility of the customer to check the merchandise at the moment of delivery and to note any complaints on the delivery note. If there are any mistakes or defects in the order, the customer has 24 hours to make his or her complaints.

When confirming the order, the customer may indicate a second shipping address (for example, the business where he or she works) in order to avoid additional shipping costs.

Orders are not delivered on Saturdays or Sundays and we do not ship to P.O. boxes.

Prices:

We send our products to Spain (the Peninsula the Balearic Islands and canary islands), as well as the entirety of the European Union. For other destinations, consult us before placing an order.

Shipping costs include shipping, handling, packaging, and mandatory transportation insurance. These charges will be indicated when confirming the order and will depend on the destination.

We're sorry but we don't ship to Ceuta and Melilla, Gibraltar and Andorra.

Shipping costs: Taxes included.

National:

Up to 30 kilos: Spain (Iberian Peninsula)—6,40€

Spain (Balearic Islands)----27€

Portugal------11€

Canary Islands:

Up to 30 kilos: Las Palmas capital city--- 29€

Tenerife capital city-----29€ Remaining Islands-----36€

Customs clearance at Canary Islands included

Canary orders leave on Friday and take 5 to 7 days to arrive.

International:

Up to 30 kilos: Home delivery 3 to 7 days

Germany, France, Austria, Belgium, Luxemburg, United Kingdom, Holland, Italy,
Czech Republic, Denmark, Hungary, Poland, Slovakia, Slovenia
20€

Bulgaria, Estonia, Finland, Ireland, Latvia, Lithuania, Sweden, Romania, Switzerland*
37€

*Customs Formalities at origin are included in the rate for countries outside the EU (rates and taxes at destination excluded)

Advice:

The best way to reduce transport costs is making a large order or shared among several friends.

The maximum weight per order is **30kg**. For orders weighing more please contact us. We do not ship to PO Boxes.

Delivery Times:

Under normal conditions, once the order confirmation is received, delivery will be made in 24-48 hours for destinations in Spain and Portugal and in 3-7 workdays for the rest of Europe.

Orders which do not include refrigerated products will be sent Monday-Friday throughout the whole year. In order to assure that the merchandise arrives in perfect conditions, and due to the fact that we do not deliver on weekends, orders which contain refrigerated products will only be sent from Monday-Wednesday during summer months (June-September).

RETURNS AND EXCHANGES:

If you are not satisfied with your order for any reason, you have a period of 7 days from the date received to return it (in accordance with art. 44 of Law 7/1996, of 15 January on the Regulation of Retail Trade modified by Law 47/2002 of 19 December). The product must be in perfect condition, in its original packaging and with all documentation included.

The shipping of returns is paid by the customer.

In case of any changes, the buyer will have to pay the expenses of both return and new shipments.

Once we receive the merchandise in our warehouses and check to see if it meets all the above requirements, www.jamonesdealmoharin.es will accept the return of the product and proceed with reimbursement of the amount paid for the product according to the method of payment realized, and if requested, the shipment of a new product:

If you made the payment by credit card, the same amount will be added back to your credit card.

If you made the payment with a bank transfer, we will request an account number in which to put the amount paid.

To make an exchange for another product, we ask that you contact the commerce department so that they can examine the possibility.

In the case of defects or erroneous shipments, all shipping costs will be paid by www.jamonesdealmoharin.es. In both cases we ask that you contact our commerce department:

Phone: +34 927 38 64 82

info@jamonesalmoharin.com

SECURE PAYMENT

SECURE METHODS OF PAYMENT:

BANK TRANSFER:

Upon selecting bank transfer as a method of payment, you will receive along with confirmation of your order, an e-mail that indicates the account number needed for the payment of the bank transfer. It is very important that you indicate the order number that we send you by e-mail when making the transfer as well as your full name.

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PAYMENT WITH CREDIT CARD AND DEBIT CARD:

For your security, JAMONES ALMOHARÍN uses the TPV virtual payment system BANCO POPULAR. This entity relies on the security protocol SSL (Secure Socket Layers), which guarantees that its information cannot be intercepted by third parties at any moment. Furthermore, www.jamonesdealmoharin.es does not display, retain, or archive said information. Because of this, your confidentiality is absolutely guaranteed to be safe in all forms of communication which take place during the transaction.

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