

## Terms

### General terms and delivery information:

**Warranty:** For all items you have bought at Almerimar Marine Services we will give a warranty of 12 months.

**Restitution:** In case you do not like an item, please send this article unused and in the original packaging within 14 days by declaration of the order number back to us. Cuts, special orders and special makings are excluded of restitution.

Calle de Varadero  
Puerto Deportivo Almerimar  
04711 El-ejido Almeria  
Spain

### National Shipping Rates (Spain)

**Standard packages:** Packages up to 15 kg and up to a maximum length of 1.20 m we deliver with a shipment charge of 15.00 EUR within Spain. Maximum edge lengths 150 x 60 x 60 cm

**Small orders:** we calculate a minimum transport cost of 9.50 EUR,

#### Shipping Rates EU, except Greece, Croatia and islands

**Standard packages:** Packages up to 20 kg and up to a maximum length of 1.50 m we calculate within EU countries a shipment charge of 70.35 EUR. Maximum edge lengths 120 x 60 x 60 cm. For delivery to islands there are additional costs (island charge).

**Small orders:** we calculate a minimum transport cost of 42.06 EUR,

### Terms and conditions in detail

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**1. Right of return and instruction** you can return any goods without giving any reason within a period of two weeks. This period starts, at the earliest, upon receipt of the goods and of this information. Only in the case of goods that are unsuitable for sending in parcel form (bulky goods) can you explain that you will be returning the goods in text form, that is, by letter, fax or e-mail. To keep the period it is enough to forward the goods or the demand of withdrawal in time. To avoid unnecessary costs, please do not ship your returns freight forward (i.e.: postage has to be paid by the recipient) or with special forms of shipment. Please include the receipt of the costs of return. After having received your returned goods and an appropriate processing time we will credit you the purchase price (less the potentially accrued compensation for lost value) and possibly the shipping return costs in amount of the package costs of Spanish Post (Spanish post office). Costs for special forms of ship unasked by us (e.g. freight collect basis) will not be reimbursed. The return shipment or the returns claims has to be sent to:

**Almerimar Marine Services S.c.**

**Calle de Varadero**

**Puerto Deportivo Almerimar**

**04711 El-ejido Almeria**

**España**

**Email:** [online@almerimarmarine.com](mailto:online@almerimarmarine.com)

Unsealed audio or video cassettes, DVDs, CDs, software, data carriers and other media on data carriers, books, sea maps, goods that have been cut or processed according to the customer's request (e.g. ropes, chains, cables, splice works, hoses, tubes, bands, plates, rubber, deck surfaces, rails, underlays, wires and others) customized products and magazines are excluded from this return policy. This right of return does not apply to entrepreneurs and not to contracts that came about other than through telecommunication channels.

## **2. Consequences of return**

In the case of the application of the right of returning the goods, the services received or the advantages of usage (e.g. benefit from usage) have to be returned. In the event that the goods have deteriorated, compensation may be demanded. This does not apply if the deterioration is only caused by the check of the product as it would be possible in a retail store. In addition, you can avoid the obligation of compensation by not using the good as your own and by refraining it from anything that can reduce its value. Also part of this is to not break or damage the seals of goods (e.g. bottles, cans, and others). If you avail yourself of your exchange or return right, the contract with you is cancelled (right of rescission).

## **3. Delivery and shipping costs**

**3.1 Shipment within Spain** You will receive your delivery via the least expensive way. The flat rate for product shipments within Spain is from 9.50 EUR. You may choose a different way of shipment (e.g. Saturday delivery, express, UPS, or others) as long as this shipment type is available to us in general. You will be charged with any additional costs. The additional costs will also be charged if you use your 14-day right of return. For any articles that cannot be mailed by regular postal service or for which special types of shipment are necessary (bulky goods, pyrotechnical articles, batteries and others) we charge an additional delivery charge. Possible damages caused during transport are insured through us.

### **3.2 Shipment within the EU**

You will receive your delivery via the least expensive way. We only charge the actual costs of transport including packaging. Here you will have the opportunity to use additional services. The costs incurred thereby will still be charged if you use your 14-day right of return. Possible damages caused during transport are insured through us. The costs of return shipment are paid by the customer.

### **3.3 Worldwide shipment**

Of course we offer worldwide delivery for your order. The calculation excludes value added tax (VAT). We only charge the actual costs of transport including packaging. Here you will have the opportunity to use additional services. The costs incurred thereby will still be charged if you use your 14-day right of return. Possible damages caused during transport are insured through us. Please check for extra costs for possible customs duties as well as the import turnover tax. We have no influence and often no information on the current taxes and customs duties. The costs of return shipment are paid by the customer.

#### **4. Warranty and guarantee**

In the event that a delivered article displays evidence of material or manufacturing defects, including possible transport damage, please report such problems to us or the parcel service that dispatched your package immediately. In case you receive your package via freight forwarding and the packaging and/or the article is damaged please report such problems at the freight forwarding driver. Please have this report confirmed in writing. For any defects or problems with the item that appear before the expiration of the legal warranty (12 months), the customer may choose any of the actions to which he/she is entitled: subsequent performance in the form of repair (rework) or product replacement (subsequent delivery). In case subsequent performances are only possible at disproportionately heavy expense, we have the right to choose subsequent fulfilment. In case the customer's request necessitates an effort out of all proportion to the customer's interest we have the right to refuse subsequent fulfilment. This also comes into effect, if the supplementary performance is not possible. Except from this warranty / guarantee are damages which occur as a result of natural wear, inappropriate usage and lacking or wrong care. Any additional liability especially in combination with consequential damages and claims for damages of any type that exceed the value of the part delivered, are excluded. Complaints and discrepancies do not release the customer from his/her payment obligation.

#### **5. Orders, offers and prices**

Our offers, services and deliveries are provided exclusively on the basis of these general terms and conditions. All offers are not -binding and without obligation and the prior sale of articles from stock and the delivery options are subject to exceptions. The pictures, measurements, weights and characteristics of the articles in our catalogue and brochures have been made by the best knowledge based on the information from the suppliers and manufacturers but without any guarantee and liability in relation to the accuracy, completeness or precision of the information provided. Changes in design, dimension, weight, form and execution by manufacturers remain reserved.

##### **5.1 Prices**

All of our prices mentioned are in Euros and include the value added tax (VAT) prescribed by law (currently 21%, plus shipping charges and transport insurance. We strive to keep the prices mentioned in our catalogue at a constant level, yet we must reserve the right to charge the price valid at the date of delivery according to the price fluctuations of the suppliers. For misprints or typographic errors in our catalogue we accept no liability.

##### **5.2 Small orders**

For offers with an order value of less than 25.00 EUR we charge a minimum transport cost of 15.00 EURO

#### **6. Delivery proviso**

We will deliver for as long as stocks last. There is no claim for delivery in case it is not possible to us to acquire this article. Our remaining stock („Clearance Outlet“) only holds small quantities or even individual pieces. Since our websites are not being updated constantly it can happen that sold out remaining stock articles continue to appear in our online shop. In case we are unable to deliver we expressly reserve the right to non-provision of service.

#### **7. Payment, maturity, delay of payment**

The payment of goods for deliveries within Spain can be made by direct debit, by collect on delivery, by invoice, by advanced payment or by credit card. For international deliveries the payment ensues via advanced payment or credit card. Almerimar Marine Services S.c. reserves the right to exclude certain payment methods in individual

cases. It is not possible to pay by cash or cheque mailings. Liability in the event of loss shall be ruled out. In case of purchase on account (invoice), the customer is obliged to settle the invoice within 8 days following delivery of the goods. After that we are entitled to charge you with interest according to the legal provisions. No discounts for early payments are granted. Payments via direct debit will be charged after the goods have been sent out (for new customers up to 150 EUR max.). Payments via credit card will be charged when the goods get sent out. In case the direct debit is not honoured we will calculate the resulting fees and expenses

## **8. Set-off and retention**

Set-off against counter demands is only permitted in as much as these have been recognized by us as existent and due, or have been established as legally effective.

## **9. Reservation of title**

Delivered items remain our property until payment in full has been made according to the business relationship between us and the purchaser.

### **9.1 Account current / Balance clause (business relationship clause)**

The goods supplied to the buyer remain the property of the seller until their complete payment as well as until all other liabilities of the buyer have been settled as a result of this business connection. This also applies to cases where individual claims or all claims are included in a current account, the balance of which has been calculated and acknowledged.

### **9.2 Extended reservation of ownership in the case of resale with anticipatory assignment clause**

The buyer is only entitled to resell the goods sold under reserve according to the rules, if he assigns all present and future claims accruing from the resale to the seller (Almerimar Marine Services S.C.) when the underlying contract is concluded. If reserved goods are resold in unprocessed or processed state or in conjunction with items that are the exclusive property of the buyer, the buyer herewith and now assigns to the seller any and all receivables to their full extent arising from the resale. If goods subject to reservation of title are sold unprocessed or in combination with goods which are not the contractual partner's property, the contractual partner hereby transfers to us the claims resulting from such sale to the value of the goods subject to reservation of title together with all ancillary rights and with absolute priority. The seller hereby accepts this assignment. The buyer is entitled to collect such receivables also after the assignment. The right of the seller to demand payment remains unaffected, but obliges the seller to not demand payment as long as the purchaser fulfils their payment and other commitments properly. If necessary, the seller may demand that the buyer discloses the assigned claims and the related debtors, provides all details required to enable collection, and hands over the relevant documentation and notifies the debtors of this assignment.

### **9.3 Extended reservation of ownership with processing clause**

Any processing or modification of goods subject to retention which is carried out on the seller's behalf shall not put the seller under any obligation. If the customer processes, connects, mixes or combines the reserved property with other merchandise not belonging to the seller, the seller becomes joint owner of the newly created article with a share corresponding to the proportion of its re-served property to the other merchandise at the time the processing, connecting, mixing or combining took place. If the buyer acquires the sole ownership of the newly created article, it is understood that the buyer will grant the seller co- ownership of the newly created article in proportion to the value of the processed, connected, mixed or combined reserved property, and hold it in safe custody for the seller free of charge.

## **10. Place of jurisdiction**

For businesses or entrepreneurs the place of jurisdiction and the place of performance for both parties shall be El ejido. ( Almeria )

#### **11. Data protection**

We process personal data to handle orders placed with us, and we may pass the data required for this purpose on to other service providers. For credit check purpose we might access information on creditworthiness .Furthermore, may Almerimar Marine Services use and transmit listed address information for marketing purposes. Of course you can object to your data being used for marketing purposes at any time. Please contact our data protection representative if you no longer wish to receive commercial notes or have further questions regarding this or other issues. All data is handled in strict confidence according to the data protection law. For all supplies and services, the terms and conditions shall be applicable exclusively. In addition the conditions of the manufacturers attached to the products are valid. All marks, product names and logos are trademarks or registered trademarks of the respective manufacturer. Product illustrations are exemplary illustrations and can deviate from supplied products.

#### **12. Authenticity**

If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby.

#### **13. Disclaimer of liability**

Our liability beyond the delivery and sales conditions stated above is based exclusively on the provisions of the above paragraphs. Any and all claims not expressly granted herein including damages under what title ever, also claims arising from violation of accessory contractual obligations, pre-contractual obligations and from illicit action, are excluded irrespective of the legal ground they arouse from. This does not apply to damage caused intentionally or by gross negligence or in cases where liability is prescribed by law. With the publication of new price lists and catalogues all past offers lose their validity.

#### **14. Disclaimer for external links**

The company Almerimar Marine Services S.C.

Gives internet links to other sites on its homepage. The following applies to all these links: Almerimar Marine Services S.C.

expressly declares that we do not have any influence whatsoever on the design and content of linked pages and cannot monitor how the providers of these pages handle the information. We thus explicitly distance ourselves herewith to all contents of the linked pages from [www.almerimarmarineonline.com](http://www.almerimarmarineonline.com) and state that third party contents are not our own. This disclaimer applies to all featured links and for the contents of all websites to which these links guide.

#### **15. Applicable law**

This agreement between the parties (Almerimar Marine Services S.C.and the buyers) shall be governed by Spanish law and shall be subject to the exclusive jurisdiction of the Spanish Courts. The application of the UN arrangement about contracts about the international goods purchase from the 11.04.1988 is excluded. With the publication of new price lists and catalogues all past offers lose their validity.

**16. Supplier identification**

Almerimar Marine Services S.c.

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Puerto Deportivo Almerimar

04711 El-ejido Almeria

España

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