

GENERAL TERMS OF CONTRACT

The contractual document that will govern the purchase of goods and services from the websites <http://www.johnsmith.es/> and <http://www.bullpadel.com/>, owned by **AGUIRRE Y CIA, S.A.** (*the service provider*), is set out below. By accepting this document, you (*the user*) declare that you:

1. Have read and understood the contents of this document.
2. Have sufficient capacity to contract.
3. Undertake all the obligations set out herein.

These conditions will be valid indefinitely and applicable to all contracting through the service provider's websites <http://www.johnsmith.es/> and <http://www.bullpadel.com/>.

The service provider reserves the right to modify these Conditions unilaterally. Such modifications will not affect any goods or promotions purchased prior to the modification.

Parties

Of the one part, the provider of the goods or services contracted by the user is Aguirre y Cía, S.A., registered in Madrid on 30.06.92, trade register volume 4023, book 0, folio 95, page M-67047, entry no. 13, section 8, with registered office for tax purposes at c/ Trespaderne 29-4ª Izda., Edificio Barajas I, 28042 Madrid, tax registration no. A-28057008 and customer care telephone no. 914355740; and of the other part, the user, registered on the website with a user name and password, who is fully responsible for the use and safekeeping of said user name and password and liable for the truth of the personal details supplied to the service provider.

Purpose of the Contract

This contract regulates the sale and purchase relationship established between the service provider and the user upon acceptance by the latter by marking the corresponding box during the online contracting process.

The sale and purchase relationship entails the delivery of a specific good or service in exchange for payment of a particular price stated publicly on the website.

CONTRACTING PROCEDURE

Contracting shall be made in Spanish. If it is possible to contract in another language, this shall be stated before commencing the contracting procedure.

In order to gain access to the services offered by the service provider, the user must register on the website by creating a user account. For this purpose, the user shall freely and voluntarily provide the personal details requested.

The user shall select a user name and password, undertaking to make diligent use thereof and not disclose them to third parties, informing the service provider of any loss or theft thereof or possible unauthorised access to the user's account so that it may be blocked immediately.

You may not choose as your user name any words designed to mislead others into identifying that user as a member of the service provider's organisation, or any rude or slanderous expressions or any expressions that may breach the law or the requirements of good practice and righteousness.

Once the user account has been set up, then pursuant to section 27 of the Information Society Services and Electronic Commerce Act 34/2002 the contracting procedure will be as follows:

What the user must do to complete the purchase after registration

1. Select shipping details and address for delivery
2. Select form of payment, choosing from transfer, credit card or PayPal
3. Insert discount code, if any
4. Indicate comments regarding order, if appropriate
5. Choose billing address
6. Confirm order

The service provider's contracting platform will send the user an e-mail, upon completion of the contracting procedure, informing on all the details, price, shipment, date of purchase and estimated delivery date of the good or service in question.

Delivery of orders

Orders shall be delivered to the address freely indicated by the user. Consequently, the service provider accepts no liability if the good or service is not delivered because the details provided by the user are false, inaccurate or incomplete, or if delivery is not possible for reasons not attributable to the assigned carrier, such as absence of the addressee.

The above notwithstanding, the service provider shall take the measures required of a diligent trader to ensure that delivery may be made within the agreed time, or as soon as possible thereafter, to the full satisfaction of the sender and recipient, so may not be held liable for non-delivery. Delivery times are 1 - 5 days, depending on whether the product is in stock. Customers will be informed of any possible delays.

If the contract does not entail the physical delivery of any kind of product, but the object of the transaction is downloaded directly from the website, the service provider shall previously inform the user on how that download is to be made.

The service provider undertakes to ensure that the applications are virus-free and do not contain any other malware that might cause malfunctioning of the equipment in which it is installed. Moreover, the service provider accepts no liability for any different use to which the applications may be put or if the user's equipment does not meet the minimum system requirements established.

Price and validity of the offer

The prices indicated for each product include Value Added Tax (VAT) or any other applicable taxes, and shall be expressed in all cases in euros (€).

The price of each product shall be as published on the website and shall be applied automatically in the last stage of the contracting process. The customer accepts that the economic value of some of the products may be changed in real time. Users shall always be previously informed of any such change.

For information on the order, the user shall contact the service provider's customer care service on the telephone number 914355740 or by e-mail at dac@bullpadel.com, stating in the subject line or indicating by telephone the order number assigned or indicated in the purchase confirmation e-mail.

Return of purchase

The user may return the product within 14 calendar days after the date of receipt. The cost of sending the returned product shall be met by the user and the product must be returned in perfect condition in its original packaging.

APPLICABLE GUARANTEES

All products offered through the website are completely original, unless otherwise stated in the description.

In accordance with the current laws on guarantees for consumer goods, our products are guaranteed for 2 years from the date of the purchase invoice. During the first few months, any fault or defect in the product is presumed to be a manufacturing fault, unless proved otherwise. If the fault arises between six months and two years after purchase, the consumer must prove that it is a manufacturing fault. The invoice or purchase receipt must be presented in all cases.

Claims under the guarantee shall be submitted by contacting our customer care service in the deliveries and returns section of the website on which the purchase was made.

Aguirre y Cía, S.A. shall process the claim with the technical service of the product brand.

When the item has been checked by the technical service, three situations may follow:

- The technical service may repair the product, which will then be returned to the customer.
- The technical service may change the item for a new one. In this case, the same item will **ALWAYS** be provided. It is not possible to change the product for a different one (unless it is out of stock).
- The technical service may determine that there is no manufacturing fault, in which case no repair or replacement will be made and the original product will be returned to the customer.

(Art. 114 et seq. of Legislative Royal Decree 1/2007 of 16 November, approving the recast User and Consumer Protection Act and other complementary laws - Official State Gazette (BOE) no. 287, 30 November 2007)

Applicable law and jurisdiction

These conditions shall be governed by and construed in accordance with Spanish law, save otherwise expressly established. The service provider and the user agree to submit any disputes that may arise from the provision of the goods or services contemplated herein to the courts corresponding to user's official address.

If the user's address is outside Spain, the service provider and the user shall submit any disputes to the courts in the city of Madrid, expressly waiving any other jurisdiction that may correspond to them.

When placing your order, you accept the following Terms and Conditions of the service.

1. Physical free gifts will be available while stocks last, but no order will be sent without the corresponding free gift or replacement item if it is announced in the offer.
2. We reserve the right to change the free gift without notice if the item is no longer available, replacing it with another gift of the same or a higher value.
3. Free gifts may not be exchanged for money, replaced or returned without prior approval.
4. Returns of free gifts must be previously approved in writing by the Customer Care Department and may or may not be accepted, depending on the availability of items.
5. The cost of previously approved returns of free gifts shall be met by the customer, both for returning the gift to our facilities and for sending a replacement from our facilities to the customer.
6. If a customer orders an item that is advertised with a free gift and the main item is currently out of stock, the customer will be offered compensation for the inconvenience, in the form of an equivalent or better item, which may or may not be sold with a free gift.

7. The parties agree to set up an electronic invoicing service between them in pursuance of Directive 2006/112/EC, transposed into Spanish law via Act 2/2010, and in pursuance of Royal Decree 1619/2012 approving the Regulations governing invoicing obligations. Acceptance of these Terms and Conditions for the issuance of electronic invoices in PDF format implies the customer's express acceptance to receive electronic invoices from the Issuer.
8. Any dispute that may arise from or in connection with the relationship hereunder shall be solved in accordance with Spanish law at the courts and tribunals corresponding to the user's place of residence.