



## **General Purchasing terms**

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### **1. GENERAL INFORMATION**

These General Purchasing Terms, hereinafter General Conditions, regulate and are applicable to all purchases made through the website [www.penyacom.com](http://www.penyacom.com). The realization of any order implies the acceptance of the General Conditions.

Customers who want to make purchases can do so without registering or acquiring the status of "Registered User". They undertake to provide truthful information about the data requested both in the User registration form and in the purchase process. All customers must accept the General Conditions in the version published at the time the Website is accessed.

In compliance with the provisions of Law 34/2002, of 11 July, on Services of the Information Society and Electronic Commerce, we inform you that the Club Joventut Badalona accepts and distributes orders throughout Spain and countries belonging or outside from to the European Union.

### **2. PRICES**

The prices indicated below each product are in euros, they are total (Taxes included) and to these, only the shipping costs must be added, which are specified for each destination and delivery option chosen. The prices and conditions shown are valid at all times and are valid only in the open session. Prior to the formalization of the purchase, the prices of each chosen items, the specification of the delivery costs and the promotions or discounts are clearly specified.



### **3. PAYMENT METHODS**

Online payment operations are carried out through secure servers that protect the data against violation attempts by third parties. The entity never gets to know the customer's payment details nor has any possibility of storing them. Payments will be made through credit or debit cards.

### **4. SHIPPING COSTS**

Spain shipping costs are FREE (except Canary Islands) for purchases over 70€ and for orders that include items marked with Free Shipping.

For all other orders, shipping costs 4.95€.

For orders outside Spain or in the Canary Islands, contact the Club through [merchandising@penya.com](mailto:merchandising@penya.com)

### **5. DELIVERY TERM**

We ship orders with TIPSА express transport agency. Once the order has been shipped, a tracking number will be send so you can know the status of the shipment.

If, once the order has been confirmed, the product or one of the requested products are not available, we will notify you of this fact as soon as possible, proposing various solutions. In no case the unavailability of a product gives the right to compensation of any kind.

Delivery times always consider working days. These terms may vary depending on the time of year. Once your order is prepared and personalized, the delivery times are a maximum of 72h for orders from Spain and the Islands. For orders outside Spain, you must contact [merchandising@penya.com](mailto:merchandising@penya.com) via email.

The delivery of the order is made to the shipping address requested after payment of the total invoice. Check when you receive the order that it does not show signs of tampering and if not, state it on the delivery note for your subsequent claim. The invoice is sent on paper together with the requested products.

In periods in which there are special circumstances (specific dates, transport strikes, extraordinary events ...) shipments may suffer some delay. The Club Joventut Badalona assumes no responsibility when the delivery cannot be made as a result of the information provided being inaccurate or incomplete or when the delivery cannot be made due to the absence of the recipient. Notwithstanding the foregoing, appropriate measures will be taken to ensure delivery occurs as soon as possible.

### **6. SHOPPING GUIDE**

1. Select the desired item or items in "Add to cart"
2. Once the items have been added, select the cart that will appear at the top of the screen on the right side



3. Provide the information for the shipment and choose the destination, the payment method and how to receive the invoice. Accept these General Conditions and continue.
4. Check that the order information is correct and formalize the purchase in "Confirm Order"

After completing the above process, a confirmation or denial message will appear on the screen and if the order has been made satisfactorily, we will send you an email confirming the purchase made.

## 7. CHANGES AND RETURNS

If for any reason you are not satisfied with your purchase, contact us and indicate the number or date of the order and the person who made the purchase. We want to give you the best service, that's why we offer you 30 days from the date of receipt to change or return the items purchased in our online store (except if it has been personalized, in which case no return will be accepted).

If the chosen size is not adequate send it back to us by your own means (we recommend Correos) to Carrer del Camí Fondo de Can Guitet, nave 7; Pol Ind. Circuit; Montmeló and as soon as we receive it, we exchange it for another, sending it to you for free if it is the first time you make the change. For successive size changes you have to bear all expenses. If you have doubts about which size to choose, you can consult the Size Guide.

To make a return or an exchange, follow the instructions in the following PDF:

- [Return Form](#)
- [Change Form](#)

We return the money in gift card format. This may be exchanged for other items in the store, or for tickets for the matches that the Club Joventut Badalona plays at home.

Items returned or sent by the customer must be in good condition, keeping the original labels, badges, accessories and box adequately protected. We reserve the right to reject the exchange or return. Transportation costs arising from the exchange or return of items by the customer are the responsibility of the customer.

The change of size or article is subject to the stocks of the Club Joventut Badalona, in case it was not available at that time, we inform you if there is the possibility of future reception and the estimated term of the same. If the change or return is due to an error in the shipment or the order does not arrive in good condition, we replace it with another in perfect condition, managing the collection.

## 8. GUARANTEE

At Club Joventut Badalona we check the quality of the products before sending them and we pack them, protecting them properly with boxes and other materials so that they are received in perfect condition. However, if the order does not arrive in good condition or if there is a defect that causes the



non-conformity, we replace it with another in perfect conditions, managing the collection and all associated transport costs. If the defective or erroneous article is not available, the amount will be returned as soon as possible. In case of verifying that the product is in correct condition, the shipping costs must be borne by the buyer.

## **9. APPLICABLE LAW AND JURISDICTION**

These General Conditions are governed by Spanish Law. Any controversy is the competence of the Courts and Tribunals of the consumer's domicile in the event that the User has the status of Consumer and user as provided in Law 3/2014, by which the consolidated text of the General Law is modified to the Defense of Consumers and Users, as well as other complementary laws or current regulations that replace it at any time.

## **10. CUSTOMER SERVICE**

For any clarification or information about the orders, our services or the characteristics of the products we offer, as well as for suggestions, comments or incidents, you can contact us by e-mail [merchandising@penya.com](mailto:merchandising@penya.com) and we will reply to you as soon as possible.

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## **11. DATA PROTECTION**

In compliance with the provisions of Organic Law 15/1999, of December 13, on the Protection of Personal Data, we inform you that your personal data is incorporated into a computerized file for which Club Joventut Badalona SAD is responsible with CIF A- 60105368 and registered office at Ponent Street 143-161 - 08.912 Badalona. The buyer gives his consent for Club Joventut Badalona SAD to be able to process his personal data in order to carry out the development of the contractual relationship, as well as for commercial, operational and statistical purposes, authorizing the extraction and storage of his data to marketing studies. The buyer has the right of access, rectification, cancellation and opposition of their data. The authorization for commercial purposes may be revoked, totally or partially, at any time by the owner of the data. These rights and the revocation of consent may be exercised by sending a postal mail to the following address: Ponent 143-161 - 08.912 Badalona, or sending an email to the address [merchandising@penya.com](mailto:merchandising@penya.com)