



## CONDITIONS AND TERMS OF MOTOR METER ONLINE STORE

Please read the following information because you will have to agree with these terms if you want to make orders and be registered as a client of our online shop.

Motor Meter APP (named Motor), is a provider of sales services online. Its address is in Spain, C/ Jesús Domínguez, 3 Planta 1º / 18800 BAZA (Granada), Identification number: NIF Nº: ESX7458403D.

Motor offers its services online on the following websites:

Español: <https://motormeter.app/es/tienda>

English: <https://motormeter.app/en/store>

Français: <https://motormeter.app/fr/boutique>

It also has a real shop on the address mentioned here above.

### SALES CONDITIONS:

The prices marked on the online shop have the following features depending on the geographical zone where the client lives:

#### Spain:

The prices are VAT included. At all time you can see the price VAT included, sales price without VAT and the total of the VAT.

All clients are obliged to pay the VAT by Law, we make no exceptions.

#### Europe:

The clients who don't have an European VAT number, are obliged to pay the VAT. This is obliged by Law and we make no exceptions.

You can see at all time the price VAT included, price without VAT and the total of the VAT.

Clients or firms who do have an European VAT number, they will see prices without the VAT, as marked in the Law.

#### Worldwide:

For international clients, outside Spain and Europe, all prices are marked without VAT. You don't pay any VAT to us, as marked in the Law. But when you receive the order

in your country, you should contact the customs office and declare your order. Every country then decides how many taxes you should pay, marked in their law.

### **VAT number:**

Our website – online shop has a direct link to the office that controls the VAT numbers in Europe, (VIES) [http://ec.europa.eu/taxation\\_customs/vies/?locale=es](http://ec.europa.eu/taxation_customs/vies/?locale=es). You can check at all time if your European VAT number is valid, you will see some messages. The identification number that you enter in your client information will be linked to the prices of the geographical zone where you live.

This doesn't mean that if your VAT number is not valid or not known by the VIES database, that you can not buy on our website. The law tells us that the number is only necessary for companies who do business with other European countries. This will not affect you and you can buy and use the different services on our website, online shop without any problem.

The system only accepts identification numbers with the land code; for example ES (SPAIN), GB (ENGLAND), so if my identification number is 12345678L, we have to put the land code= **ES**12345678L

**For International Clients**, outside Europe, you have to use the number 00000000 or any other number that you chose. It is not necessary to put a valid VAT number. The system will recognize the country in your personal figures and will show you the prices WITHOUT VAT.

IN SPAIN AND EUROPE: WE WILL NEVER ACCEPT ANY SALES WITHOUT VAT.

The buyer has to fill in all of his figures in the formulary for the creation of his account. The fields marked with (\*) are obliged as well as a phone number. We will not accept any mail boxes, or any accounts without an identification number. Once you make your order, we will contact you as soon as possible by mail or by phone to finalise the order and to keep you informed about the state of your order.

### **FORMS OF PAYMENT:**

#### **BANK TRANSFER:**

This payment is accepted and all of the sales conditions.

You can find here our different bank accounts.

NAME: Marilene Chaboski da Silva – Motor Meter APP

Bank account for **International** bank transfers:

Name of the Bank: **CAJA MAR**

City: BAZA // Department: GRANADA

IBAN: ES06 3058 3011 1527 2000 9870 // BIC: CCRIES2AXXX

Account: 3058 3011 15 2720009870

#### **Spain:**

Banks:

**Caja Mar** | account: 3058 3011 15 2720009870

**Caja Rural de Granada** | account: 3023 0009 49 5424283710

**La Caixa** | account: 2100 1987 05 0100490031

#### **CASH ON DELIVERY (COD):**

#### **ONLY SPAIN AND PORTUGAL**

Cash on delivery is only possible in Spain and Portugal. But you have to be aware that the transport company charges 5 % commission. This commission is included in the

total price of your order and it is clearly marked in the sales process. You don't have to pay anything extra to the transport company on the moment of the delivery. Only the total amount of your order already defined when you place it.

#### **PAYPAL:**

A form of payment known as Paypal. Automatical payments through the Paypal platform. You have to be aware that there is a 3.4 % commission + 0.36 € for any transaction every time you use Paypal. See the sales conditions on:

<https://www.paypal.com>

#### **MOONEY BOOKERS – SKRILL:**

Universal payment platform by Credit and Debit cards. You can pay using your bank card. See the sales conditions on: <https://www.skrill.com>

#### **WESTERN UNION:**

Send money by Western Union. You send your money by them, we receive a transaction number by mail or by phone and we can collect the money in a post office. See the sales conditions on: <http://www.westernunion.com>

#### **CASH:**

You can place your order on our online shop and then come and pick it up in our real shop and pay in cash.

### **TRANSPORT**

Shipping costs are specified by the weight and dimension of the package to be sent after confirmation of the order placed on the internet has been made, subject to exceptions made by the customer.

Motor use highly professional transit agencies and security companies such as Correos Spain, Iberia Cargo, MRW, Azkar, Nacex among others.

Motor is not responsible for any damage that may result in the transport of the products, made by either a private agency or domestic mail. The customer will receive the product in good condition and upon receipt must inspect the delivery for damages which may have been caused during transit, if an damages are found the customer must immediately inform Motor.

Motor uses the best materials for the perfect product packaging, including, custom boxes, protection, security and other necessary details for the proper protection of the order during shipping.

All shipments are fully insured.

Therefore, the transport agency is liable in case of loss or damage to the goods during transport. Such claim must be made within 24 hours of receipt of the goods, either to Motor or directly to the shipping company used. When the goods are transported by a transit agency by the specific request of the customer, Motor WILL NOT be liable for any damage, imperfection or loss occurred.

**IMPORTANT:** Do not sign the shipping receipt until you check that the box or package has not been damaged, if this is the case then you must open the box in front of the dealer and verify that the product is in perfect condition, if not, once the receipt is signed and the deliverer has left then any claim may be difficult to make. Shipping costs, insurance of goods by transport and handling, is not added to the final cost of the products, hence the customer will be responsible for all transport costs.

The customers bill will only reflect our costs, regardless of account packages, boxes, etc, trying to give the best service with best price.

## **GUARANTEE**

All products manufactured by Motor have a 2 year warranty, in accordance to the law, however, all paramotor engines are subject to manufacturers conditions (1 year or 100 flight hours).

Products which have been manufactured or are represented by other manufacturers will fall under their guarantee with Motor being an intermediary between you and the brand in question.

The warranty takes effect from the date of purchase as detailed on the invoice book or product warranty and only covers the cost of repair or a part replacement, all transport costs incurred are excluded.

Any product return invoking the guarantee must be previously accepted by Motor.

## **RETURNS:**

**- No returns will be accepted after 7 - 10 days** of receipt of the item and if the same item is to be returned then the product must be in perfect condition and in its original packaging. Merchandise returns without prior consultation and agreement by Motor will not be accepted. No returns will be accepted on videos, cds, dvds without the packaging being in perfect condition without being opened.

**- The cost of returning the item will always be borne by the client**, except where it is demonstrated that such a return is due to causes generated by the supplier

Any product return invoking the guarantee must be previously accepted by Motor. In case of a manufacturing defect, Motor, during the first week, will exchange the item for another in perfect condition, with Motor covering all of the shipping costs.

## **CLAIMS**

Claims for incidents such as the product is delivered damaged, not as ordered, or for any other reason which may result in a claim shall be treated as follows: the product must always be returned in the original packaging, along with all documentation, manuals, etc. accompanied by a copy of the purchase invoice. The buyer may request for a replacement product of the same characteristics or a refund within 7 to 10 days after receipt of order. The direct cost of return and where appropriate, compensation for the damage to the product will be covered in accordance to Retail Law 15/1/96 Law No. 7/1996.

## **ORDERING**

At the time of placing the order and upon using the order acceptance option in the menu it will be understood that the customer is giving their consent to the validity and effectiveness of the sales contract which binds both parties.

Purchase subject to collection: The commitment acquired by Motor for the sale and delivery of goods is subject product availability while stocks last, for which Motor, in its commitment to quality and customer service, will at all times try to ensure the availability of all advertised products. However, in exceptional circumstances such as multiple or mass orders which may cause the repletion of stock and results in an

incomplete order being filled then the contract between both parties will not be made effective under this clause with Motor refunded any difference in price of the order made in the situations of pre paid orders, thus there will be no indemnification for a breach of contract, damages or lost profits.

The purchased product may be subject to modifications or slight alteration of design, based on the availability from the manufacturer, although there will be no substantial changes to the components, features or services that form part of the lot, provided that they do not affect the quality and services advertised.

## **CONDITIONS OF ACCESS OF THE USER / CLIENT:**

The user of the website which is maintained by Motor is entitled to free access to public information contained therein, although Motor reserves the right to restrict the access to information, promotions and special offers to their registered customers. Any user accessing the website of Motor is entitled to register as a customer and can therefore benefit from the special offers for customers if you meet the specific conditions of the offer for each product specified.

The public information contained in the web page of Motor such as brands, products, logos, of wholesalers and manufacturers of the products and services are protected by copyright laws in which case there is NO authorisation of customers to copy, transfer, or carry out any other action which may breach copyright laws unless you have full prior consent from Motor or the product manufacturer or the registered trademarks holder of the logos advertised.

## **USER REGISTRATION:**

Before being able to purchase any products offered by Motor all customers/users must register their personal details to enable the formalization of the contract of sale (name or company name, DNI / NIF, address, email address, phone / fax) . Motor customers may request additional personal data to let you know, for statistical purposes, the customer profile. The client may omit or fail to communicate any data or personal circumstances that are not absolutely necessary to complete the purchase.

Motor will offer the customer a personal registration system through a personalized access (login) and password to facilitate future customer purchase transactions. In this case, the client may designate its key criteria and desired password, provided that they are available and have not been assigned to other customers. Through an automated process Motor will if the client wishes generate the password for the client. No immoral, offensive, insulting, discriminatory or any other type of access code/password which contravenes the provisions of the law, or those with terms concerning trademarks, product names or protected by the Copyright Act, Industrial or rights content will not be accepted privacy, honor and self-image will be permitted. The client is committed to ensuring the confidentiality of their own password. Motor is exempt from any liability for the misuse or negligence in the performance of their duty of confidentiality for their passwords.

## **CLIENT RIGHTS:**

The privacy and security of personal customer data is kept in accordance with the provisions of Spanish legislation on data protection. Customer data will not be distributed, transmitted or published without your express consent. No advertising or promotional emails unless express consent. All personal data which is kept on the

Motor database may be checked, modified, and deleted upon request. There is free access to the open sections of Motor 's website where you can find out the status of the order which has been placed.

Withdrawal / unilateral revocation of the requested order: Pursuant to the provisions of art. 44 of Law 7 /1996 of 15 January Retail Trade, the customer is entitled to revoke the order requested within seven days of receipt, with prior notification to Motor where the price paid would be refunded. If this right is exercised all costs of return postage and the damage sustained by the product or merchandise will be borne buy the customer. Motor will not be responsible for refunds on products handled by the client, those returned without factory original packaging, or those goods which are returned incomplete both in its main elements and accessories. Any products which are out of the control of Motor, perishable items or products which are subject to market fluctuations will therefore not be within the right of return nor will items that can be easily immediately propagated or which by their nature can not be returned by their character. Nor shall the waiver on goods or orders that may be considered for its special characteristics as that requested by the client.

## **OBLIGATIONS OF THE USER / CLIENT**

Save your personal key with due diligence. Information published by Motor is exclusively for use of the client and strictly within the staff proposed business relationship. It is not permitted to reproduce, sell or dispose of the information published by Motor in its contents without express permission from Motor. Use the service provided by Motor shopping on your website in good faithm and refrain from manipulating the contents of your site, or to interfere with the computer resources through viruses or other conduct prohibited by law. Respect the purchase agreement once the order has been accepted, with the timely payment at the agreed price.

## **MOTOR METER APP RIGHTS**

Motor has the right to modify or suspend the website without notice, to sort price offers – products, to reject orders when out of stock or for customer default of payment.

Pricing Policy: Motor reserves at all times and unilaterally to change the price of products and services offered through their website. To gaurantee the customer the assurance and security of prices of the product all products will be sold at the advertised price.

## **DATA PROTECTION:**

In compliance with the provisions of the law, we inform you that personal data supplied by you will be added to a database of Motor, the purpose of this is to be able to pay the customer all kinds of service without having to complete the data again. You are entitled to access, edit or delete the data collected in the corresponding file. Motor guarantees the strictest confidentiality in the collection and process of personal data provided by all of our customers. In compliance with Organic Law 15/ 99 of 13 December 1999 on the Regulation of the Automatic Processing of Personal Data (LORTAD), customers may at any time access their data and amend, correct, cancel or revoke the consent of transfer thereof, in the terms established by the law. The data provided will be used solely for internal use of Motor and will not be made available to third parties.

Motor agrees not to use the personal data of its customers or users for purposes

unconnected with the subject of hiring the services provided, therefore ensuring confidentiality, and avoiding unauthorised loss or alterations to the data. Motor declares the complete submission and effective compliance to assure the security of data contained in the Data Protection Act LO 5/93 of 29 October regulating the Automatic Processing of Personal Data.

### **DELIVERY TIME:**

We will try to have the minimum delivery time, normally within 24 hours you have to receive the products ordered if everything is paid correctly, generally everything is in stock.

Upon placing the order you will be given the expected delivery date, which the customer will be able to access at all times.

If in doubt or you are not sure about payment options then we recommend paying by a bank transfer, Western Union or upon delivery, however, this option is only available in Spain and Portugal or you can make the payment when the order is ready for shipment.

So we put our 3 payment methods, so you do not have to pay the Order until we indicate that we will:

### **BANK TRANSFER:**

Once the order has been placed, we will contact you to confirm the delivery time etc . We will also tell you when you need make the bank transfer, which will only be when the order has been finished. Upon receipt of the transfer into our bank account your order will be dispatched using the chosen mode of transport which was previously selected from our online store.

### **CASH ON DELIVERY:**

Payment is made to the deliverer upon receipt of order, We will, however, contact you to inform you of the delivery details.

### **JURISDICTION AND DISPUTE RESOLUTION.**

Both parties expressly waiving their own jurisdiction and expressly submit to the Courts of Baza / GRANADA to settle disputes that may arise due to the transactions and contractual relationships under these general conditions of contract.

### **CONTACT:**

If you have any problems while ordering in our online shop please contact us during normal business hours Monday to Friday from 10.00 -14.00 and 17.00 to 20.00 on 958 700828 or 659 672055 or email [info@motormeter.app](mailto:info@motormeter.app)

You can also contact us through our website at:

Spanish: <https://motormeter.app/es/contacto>

English: <https://motormeter.app/en/contact>

French: <https://motormeter.app/fr/contact>