

GENERAL CONDITIONS OF PURCHASE

1.- GENERAL MATTERS

Through this WEB SITE, CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. offers its customers the possibility of proceeding to purchase the consumer articles included on it on-line in the terms and conditions shown in these General Conditions of Contracting.

The contracts of sale of goods that are signed through this WEB SITE are made within the business and/or professional field of action of both CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. and the customer without the latter, under any circumstances, being the end consignee of the goods being sold or having the legal status of consumer.

The acceptance of these General Conditions of Contracting means the agreement of the parties on the exoneration of CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. from providing the user with the information before and after the contract is signed, as provided by articles 27 and 28 of the Act 34/2002 on Information Company Services.

2.- TERRITORIAL SCOPE

This on-line sales service is extended to the entire Spanish territory, including its islands and Ceuta and Melilla, as well as Portugal.

3.- OWNERSHIP OF THE WEB SITE

CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. (from hereon CEGASA INTERNACIONAL), of Vitoria (Alava), c/ Artapadura, 11, with Tax Id. code no. A-01-129303, inscribed in Volume 730, Folio 26, Page VI-2253 of the Alava Trade Register, is the owner of the portal www.egasatraffic.com (from hereon the WEB SITE) which it places at the disposal of the CEGASA Group's customers in order to provide a service that consists of the customer being able to purchase the products offered by said company through this WEB SITE, including their direct transport to the place indicated for this purpose.

4.- GENERAL CONDITIONS OF PURCHASE AND THEIR ACCEPTANCE

These General Conditions of Contracting expressly regulate the commercial relations that emerge between CEGASA INTERNACIONAL and the users or customers who contract the products offered by said company through this WEB SITE.

These conditions have been drawn up in accordance with the current regulations on the subject and specifically in accordance with the provisions made in the following legal texts: Act 34/2002 on Information and Electronic Commerce Company Services; Act 7/1998 on General Conditions of Contracting.

These General Conditions of Purchase must be accompanied by the General Conditions of use and browsing established for this WEB SITE, as well as by any other Special or Specific Conditions of Contracting that may be established in each case.

Both the browsing and the purchase of any of the products included in this WEB SITE made through it means that the user accepts each and every one of the following

General Conditions of Contracting without any reserve whatsoever, as well as, when applicable, the Special or Specific Conditions.

CEGASA INTERNACIONAL may at all times, without previous notice, modify these General Conditions of Contracting, as well as the Special Conditions which, when applicable, are included, through the publication of said modifications on the WEB SITE itself for them to be made known and for them to be accepted again by the users.

5.- INFORMATION ON CONTRACTING

Since none of the parties of this contract has the condition of consumer, accepting these General Conditions of Contracting means that the parties agree on the exoneration of CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. from providing the user with the information before and after the contract is signed, as established by articles 27 and 28 of the Act 34/2002 on Information Company Services.

Notwithstanding the above and for merely information purposes, these General Conditions of Contracting and the General Conditions of Use contain sufficient information for on-line contracting to be done properly with every guarantee for both parties.

The user declares that he knows and expressly accepts what is included in the above sections as well as the General Conditions of Contracting shown below, and any other special or specific conditions that may be established for the purchase of products on this WEB SITE, which will be duly indicated on the screen during browsing.

Once the purchase has been made, the user will see the ok of his purchase through a screenshot as confirmation of the contracting made in which the goods purchased and their price will appear. Confirmation of the order and the purchase ticket (printed by the user) will not be valid as an invoice.

6.- REGISTRATION OF THE USER

The formalizing of any commercial relation through this WEB SITE requires the previous registration of the customer or user.

If the user is already a customer of CEGASA INTERNACIONAL, he must request the registration as a user of the web site by sending an e-mail to info@cegasatraffic.com. If he is not a customer of CEGASA INTERNACIONAL, he must ask to be registered as such by filling out the form on the WEB SITE for this purpose.

Once this request has been made, CEGASA INTERNACIONAL will inform the user of an identifying user name and a password, which are personal and non-transferable and which will allow him to make the purchases he finds appropriate with no need to fill out said form again.

CEGASA INTERNACIONAL reserves the right to cancel the user name and the password and, therefore, access to this WEB SITE of those users who maintain debit or unpaid balances with CEGASA INTERNACIONAL and/or any of the companies that make up the CEGASA GROUP to which it belongs.

7.- FORMALIZING THE PURCHASE

7.1.- PRODUCTS OFFERED. INDICATION OF PRICES.

CEGASA INTERNACIONAL will show at all times on the WEB SITE the products for sale along with their particular specifications and their price, which will be shown in Euros. All prices shown on this WEB SITE are without taxes and the Value Added Tax must be added to them.

The purchases made and which must be delivered in the Canary Isles, Ceuta and Melilla will be exempt of V.A.T., although the customs dispatch expenses and the import taxes will not be included in the price of the products. For their part, the purchases made that have to be delivered in Portugal will be considered exempt intra-community deliveries.

The price indicated includes transport to the place of delivery agreed by the parties, except in shipments that must be made to the Isles, Ceuta and Melilla, the price of which will be increased by six percent as transport costs.

CEGASA INTERNACIONAL reserves the right at all times to decide on the products offered to the users or customers through this WEB SITE, which will be governed by the provisions made in the General Conditions in force at each moment. Likewise, CEGASA INTERNACIONAL reserves the right to stop giving access to any of the products offered on this WEB SITE at any moment and without previous notice.

The prices indicated on the screen will always be the current ones, except if there is a typing mistake.

7.2.- AVAILABILITY AND DELIVERY TIME

Each customer will be informed of the approximate delivery time of the products, depending on CEGASA INTERNACIONAL's availability in stock, within 24 hours from the moment at which the purchase is formalized.

Delivery of the products will be made in the facilities indicated by the customer for this purpose from Mondays to Saturdays (except holidays) from 9 a.m. to 6 p.m. and whoever receives it must be authorized to receive the products on the customer's behalf for which the order was made and to sign the corresponding delivery note or the equivalent document.

7.3.- PAYMENT OF THE PURCHASE

The customer will pay the price of the products purchased in the form and time he agreed on with CEGASA INTERNACIONAL for this purpose.

8.- PROTECTION OF PERSONAL DATA

CEGASA INTERNACIONAL is particularly interested in the security and confidentiality of the data provided by its customers. Therefore, it promises to protect the personal data of the users of the WEB SITE.

The policy of protecting personal data is extended to everything related to the gathering and use of the information provided through this WEB SITE. On-line purchasing requires the user to provide his personal data to allow his order to be processed and to be delivered to him.

In order to offer a more customized service that adapts more to the customer's interests, his personal data could be used for the purposes indicated below:

- 1.- Creating statistics.
- 2.- Sending information on the services, offers and promotional activities of CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A., as well as those of the other companies that make up the CEGASA GROUP.
- 3.- Creating segmentations and categorizations, market studies, preparing profiles with commercial ends and informing about events.

Under no circumstances may CEGASA INTERNACIONAL pass on the information supplied by the user to third parties without having first obtained the corresponding authorization to do so from the affected customer. All this does not affect the fact that the passing on of this information is necessary for the service to be managed or to be in compliance with a legally established obligation.

The server of CEGASA INTERNACIONAL sends a file (session cookie) to the customer's computer to facilitate the user's subsequent accesses. On the other hand, no purchase processing cookie is left that could interfere in the customers' PCs.

The data provided by this service's customers go on to form part of an automated file belonging to CEGASA INTERNACIONAL (registration number in the General Data Protection Register: 204029003), with respect to which the user may, at any moment, exercise his rights to access, rectify, cancel and object in accordance with the provisions made in the Organic Law 15/99 dated December 13th on the Protection of Personal Data.

In order to exercise these rights, the user should send an e-mail to the following electronic address: info@cegasatraffic.com

The data provided by the user will be treated strictly confidentially. Under no circumstances will they be passed on to third party companies outwith CEGASA INTERNACIONAL or the CEGASA GROUP companies.

In the event of changes being produced in the above mentioned Data Protection Policy, the users will be duly informed through this WEB SITE.

9.- THE APPLICABLE LEGISLATION. SUBMISSION TO JURISDICTION.

This contract will be governed by the Spanish legislation which will be applicable to what is not stipulated in this contract in matters of interpretation, validity and execution.

The parties expressly renounce the jurisdiction that may correspond to them and they expressly submit themselves to the jurisdictional organs of Vitoria (Alava) for the resolution of any controversy that may emerge from the interpretation or execution of these contractual conditions.