

# **GENERAL CONDITIONS OF USE OF THE WEB SITE**

## **1.- INTRODUCTION**

Access to this WEB SITE is subject to the previous reading and acceptance of the terms, conditions, communications, warnings and other legal notifications contained in these clauses by any user.

Access and subsequent use of the WEB SITE by the user will imply his express and full agreement, with no reservations, with all its contents.

If the user does not agree with the contents of these General Conditions of browsing, he must leave this WEB SITE and may not have access to or have the services it offers available to him.

Access to this WEB SITE, [www.cegasatraffic.com](http://www.cegasatraffic.com), is free of charge, which does not affect the user's need to register the first time he wishes to use the services offered by CELAYA, EMPARANZA Y GALDÓS INTERNACIONAL, S.A.

The user declares that he is legally of age and has the sufficient legal capacity for being bound to himself or to the company he represents in the terms and conditions contained in these general conditions. Likewise, he expressly accepts, without exceptions, that the access to and the use of this WEB SITE, its services and the contents of said services are only and exclusively under his responsibility.

The user also declares that the electronic contracting he makes, if applicable, through this WEB SITE will be as a business and/or professional action of the user, without him being an end consumer or user of the goods purchased.

Connections with other WEB SITES that may exist and the use the user may make of them is subject to these General Conditions of Use and to the possible special conditions that said WEB SITES require. Any use apart from that authorized is expressly forbidden.

CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. may at any time it considers appropriate unilaterally modify the configuration of this WEB SITE and the conditions of service and its contents, as well as eliminate, limit or suspend them temporarily or permanently, and it may prevent access to them. It will try to inform the user of this change through his electronic mail or through its publication on the WEB SITE, as long as the circumstances allow it to do so.

## **2.- IDENTITY OF THE OWNER OF [www.cegasatraffic.com](http://www.cegasatraffic.com)**

The identifying data of the company responsible for this WEB SITE are as follows:

CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. (from hereon CEGASA INTERNACIONAL)  
c/ Artapadura, 11  
01013 Vitoria (Alava)  
Tax Id. code: A-01-129303

Registered in the Alava Trade Register, Volume 545, Folio 112, Section 8, Page VI-2253

Electronic mail address: [info@cegasatraffic.com](mailto:info@cegasatraffic.com)

### **3.- PURCHASING PROCEDURE**

#### **3.1.- Trade purchase**

The contracts for purchasing materials through this WEB SITE are signed within the business and/or professional fields of both CEGASA INTERNACIONAL, S.A. and the user, without the latter, under any circumstances, being the final consignee of the goods purchased 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.

#### **3.2.- Purchase of goods from CEGASA INTERNACIONAL, S.A. Contract of sale.**

The purchase of articles through this WEB SITE is submitted to the General Conditions of Purchase included in it and any Special Conditions that may be established by this company for certain products.

The corresponding contract of sale will be signed in Spanish.

The user must be over eighteen years of age, have sufficient legal capacity for accepting obligations or for acting on behalf of whomever he represents, and he must be a customer of Cegasa Internacional and must register previously as a user of the WEB SITE.

If the user is already a customer of CEGASA INTERNACIONAL, he must request registration as a user of the web site by sending an e-mail to [info@cegasatraffic.com](mailto: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 that exists 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 will be personal and non-transferable, and which will allow him to make the purchases he considers appropriate with no need to fill out said form again.

Registration as a customer is totally free of charge.

The validation and acceptance of the purchase will involve the reading and the irrevocable acceptance of the General and Special Conditions of Contracting that govern the commercial transactions of this WEB SITE.

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 or any of the companies that make up the CEGASA GROUP.

The customer may at any time modify the data initially provided by sending an electronic mail with the new data to the following address:

[info@cegasatraffic.com](mailto:info@cegasatraffic.com)

3.3.- Information subsequent to the signing of the contract

Once the purchase has been made and in the shortest time possible, always before twenty-four hours have passed since the purchase was made, CEGASA INTERNACIONAL, S.A. will send the user a receipt by electronic mail for the contracting made.

#### **4.- RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

4.1.- As service provider, CEGASA INTERNACIONAL, S.A. is obliged to provide the services offered on this WEB SITE, to effectively guarantee the communications that may exist with the user and to respond to the complaints that may possibly be made.

4.2.- In the event of carrying out maintenance operations, repairs, updates or improvements in the services, CEGASA INTERNACIONAL, S.A. has the right to temporarily suspend the accessibility to this WEB SITE with no need for previous notice, and to reserve the right to provide or cancel the services, which does not mean that it will not try to inform the users as long as the circumstances allow this.

4.3.- The use the users may make of the services and/or data and/or information given to them through this WEB SITE will be made at their own risk.

CEGASA INTERNACIONAL, S.A. does not directly or indirectly guarantee the information or the services offered, except for those guarantees that by virtue of the applicable laws must be given or that are explicitly described in an agreement between this company and the user.

CEGASA INTERNACIONAL, S.A. does not guarantee the contents of supplies made, if applicable, by third parties. Nor does it guarantee the veracity, reliability, accuracy, opportunity or convenience of the information provided for the use that the users or any other person may make of it.

4.4.- The copyrights of this WEB SITE are owned by CEGASA INTERNACIONAL, S.A. The exclusive exercise of the rights of reproduction, distribution, public communication and transformation belong to this company.

#### **5.- RIGHTS AND OBLIGATIONS OF THE USER**

5.1.- As indicated, in order to register on this WEB SITE, the user must introduce a user name and a password which will be the usual access keys. The user will be responsible for the custody of his user name and password, and will respond for the ill-use that, as a result of the infraction of his custodial obligation, a third party may make of them.

5.2.- At all times, the user must make lawful use of the services of this WEB SITE in accordance with the current legislation by respecting the copyright rights of CEGASA INTERNACIONAL, S.A. or third parties.

In this sense, the user guarantees that the activities he carries out through this WEB SITE will adapt to the law, moral, public order and good practices and, under no circumstances, will they be offensive to the good name and commercial image of CEGASA INTERNACIONAL, S.A. or of any other companies included in the so-called CEGASA GROUP to which the former belongs, nor for other users of the WEB SITE or third parties.

5.3.- The user will take no action through the services made available to him by CEGASA INTERNACIONAL, S.A. that causes damage or alterations to the contents. Nor will he hinder the proper functioning of the WEB SITE and will cause no technical problems of any nature by not transferring elements that can carry computer viruses or that can totally or partially damage, interfere with or intercept this WEB SITE, and by not intervening in or altering the electronic mail from other users.

5.4.- The user's responsibility for the veracity of the data introduced is exclusive. Therefore, if he has provided false or inaccurate data, CEGASA INTERNACIONAL, S.A. reserves the right to forbid him to have access to this WEB SITE.

## **6.- EXCLUSION OF GUARANTEES AND RESPONSIBILITY FOR THE FUNCTIONING OF THE WEB SITE AND ITS SERVICES**

6.1.- CEGASA INTERNACIONAL, S.A. does not guarantee the availability and continuity of the functioning of this WEB SITE and of its services.

This way, any responsibility for damages of any type that may be due to the lack of availability or of continuity of the functioning of the WEB SITE and its services and the usefulness the users may have been able to attribute to this WEB SITE is excluded.

In any case, CEGASA INTERNACIONAL, S.A. will make its best effort to maintain the continuous availability of this WEB SITE.

6.2.- CEGASA INTERNACIONAL, S.A. places at the disposal of the users the personal data privacy systems that prevent access to these data by third parties. Likewise, CEGASA INTERNACIONAL, S.A. has taken all the technical and organizational security measures that guarantee the integrity, confidentiality and availability of the personal data provided by the user.

In this sense, said company is exempted from all responsibility for the damages caused if such knowledge is produced.

6.3.- Although CEGASA INTERNACIONAL, S.A. has taken all the appropriate security measures to guarantee security in this matter, it does not control or guarantee the absence of viruses or of other elements in the contents of this WEB SITE that may produce alterations in the user's information system (software and hardware) or in the electronic documents and files stored in his computer system.

CEGASA INTERNACIONAL, S.A. is exempted from any responsibility for the damages of any nature that may be due to the presence of viruses in the contents that may produce alterations in the computer system, electronic documents, files, etc.

6.4.- CEGASA INTERNACIONAL, S.A. has no obligation towards or control over the use the users make of this WEB SITE, of the services and of its contents. In particular, this company does not guarantee that the users use this WEB SITE, its services and its contents in accordance with these General Conditions and, if applicable, the Special

Conditions that may be applicable, nor that they do so in a diligent and prudent manner.

Neither does this company have the obligation to verify, and it does not verify, the users' identities, nor the veracity, the validity, the thoroughness and/or authenticity of the data that they provide other users about themselves.

## **7.- COPYRIGHT**

All the rights on the content of the WEB SITE belong to CEGASA INTERNACIONAL, S.A. except those of companies with which it has reached the corresponding agreement for the provision of contents and which are protected by the national and international regulations on copyright and patent rights.

The design, pictures, maps, graphs, brands, symbols, distinctive marks or logos of CEGASA INTERNACIONAL, S.A., and the frames, banners, software and its different codes, source and object, etc. of this WEB SITE are the property of CEGASA INTERNACIONAL, S.A. which legitimately and exclusively owns the operational rights to them.

The symbols or distinctive marks of the other companies included in the so-called CEGASA GROUP are owned by each one of them, and they legitimately have the exclusive operational rights to them, which expressly consists of them being included, if applicable, in this WEB SITE.

The user who accedes to this WEB SITE may not copy, modify, distribute, transmit, reproduce, publish, grant or sell the above mentioned elements or create new products or services derived from the information obtained.

Only the display and loading for the user's personal and not commercial use are authorized, and they cannot be made extensive to third parties or companies.

If the graphs or designs that appear on this WEB SITE belong to other companies that collaborate with CEGASA INTERNACIONAL, S.A., these conditions will also be applicable to them.

The user is strictly forbidden to alter this WEB SITE, which may affect its contents such as links or other similar elements.

CEGASA INTERNACIONAL, S.A. will ensure that the contents of this WEB SITE are not pornographic, xenophobic, discriminatory, racist or defamatory or that they do not foster violence. In the same way, it will try to avoid any circumstance that may be detrimental to the users.

## **8.- PROTECTION OF PERSONAL DATA**

In compliance with the provisions made in the Organic Law 15/1999 dated December 13th on the Protection of Personal Data, CEGASA INTERNACIONAL, S.A. informs its customers that all personal data provided to it will be included in a personal data automated file created and stored under its responsibility.

The aim of this file is to facilitate the processing of the orders and to send commercial offers of products and services in the future that may be of interest to our customers.

CEGASA INTERNACIONAL, S.A. guarantees the security and confidentiality of the data provided. This way, it promises to comply with its obligation to keep personal data

secret and with its duty to store them and to adopt all the measures required to prevent them from being altered, lost, treated or used without authorization. Therefore, no information on our customers will be used for commercial purposes or given to third parties.

The customers of CEGASA INTERNACIONAL, S.A. may at all times exercise the rights of access, rectification, cancellation and objection by communicating this in writing to our electronic mail address [info@cegasatraffic.com](mailto:info@cegasatraffic.com)

## **9.- HYPERTEXT LINKS OR CONNECTIONS**

No link to the Portal from any other WEB SITE may be established without the expressive previous consent of CEGASA INTERNACIONAL, S.A.

In the assumption that this WEB SITE contained links or connections to other portals or WEB SITES that were not managed by CEGASA INTERNACIONAL, S.A., this company declares that it has no control whatsoever over these portals or WEB SITES. Nor is it responsible for their contents. The links that this WEB SITE could contain will only be offered as informational references, with no type of evaluation of the contents, the owners, the services or the products offered in them.

In any case, CEGASA INTERNACIONAL, S.A. is exonerated from all responsibilities in relation to the services provided by said third parties in the face of any complaints of any type and lawsuits that may be filed in relation with them.

## **10.- NULLITY AND INEFFECTIVENESS OF THE CLAUSES**

If any clause of these General Conditions of browsing, use and contracting in this WEB SITE were declared totally or partially null and void or ineffective, it will only affect this stipulation or the part of it that is null and void or ineffective, and the rest of the general conditions will subsist in everything else, and such stipulation or the part of it that is affected will be considered not included unless, through being essential to these general conditions, said conditions were to be affected in a comprehensive manner.

## **11.- THE APPLICABLE LEGISLATION AND JURISDICTION.**

These General Conditions of browsing, use and contracting, and any relation between the user and CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A. will be governed by the Spanish legislation.

For any litigation resulting from the existence or the contents of these General Conditions or from the relations between the user and CELAYA, EMPARANZA Y GALDOS INTERNACIONAL, S.A., both parties, with express renunciation to any other jurisdiction that may correspond to them, submit themselves to the jurisdiction and exclusive competence of the Courts and Judges of Vitoria (Alava).