

# Terms and Conditions for the Sale of Goods

## Definitions

**Terms and Conditions:** These Terms and Conditions for the Sale of Goods (hereinafter “**TCSG**”).

**FON Technology, S.L.:** The Company that provides or sells the Products made available to the Customer through its web page, in all territories of the World with the exception of the United States (hereinafter “**FON**”).

**FON US, Inc.:** The Company that provides or sells the Products made available to the Customer through its web page in the United States territory (hereinafter “**FON**”).

**Products:** All products offered, promoted and made available to the Customer through the FON web page.

**Customer:** Any physical or legal person that purchases or acquires FON Products through its web page.

**Customer’s offer to buy:** The Customer’s Order for the Product.

**Promotion:** Product offer with a discount from regular price, valid for a limited time period, and for a specific number of units.

**Order Confirmation:** FON’s written acceptance of the Customer’s order.

**Purchase Confirmation:** Email sent by the Customer to FON confirming all the purchase details, including the Customer’s personal data and data concerning the product being purchased.

**Price:** The total amount of money that the Customer has to pay to FON to purchase or acquire the Products.

## 1. Scope

**1.1.** These TCSG will apply to all purchases of FON Products made available through its web page.

**1.2.** These TCSG take precedence over any other conditions, unless such others have been expressly agreed between FON and its Customers.

**1.3.** All Product orders will be considered as an offer by the Customer to purchase said Products in accordance with these TCSG.

**1.4.** FON's Confirmation of the Order to the Customer constitutes its acceptance of the Customer's offer to purchase subject to these TCSG.

**1.5.** The Customer will be solely responsible for verifying the purchase according to FON's Confirmation of the Order and must inform FON of any error or inaccuracy in said Order within 24 hours of receipt by FON of the Order Confirmation. FON will not have any responsibility for the delivery of any Product with which the Customer is not satisfied, which arises from any error or inaccuracy in the order, if the Customer has not informed FON of any omission in any information referred to above.

## **2. Price and Payment Methods**

**2.1.** The Price to be paid by the Customer for the Product acquired is the price established in FON's Order Confirmation, broken down into the Product price, taxes and delivery costs. The Product price must agree with the information provided in FON's web page.

**2.2.** The Price must take into account any difference in amount payable arising from the payment method chosen.

**2.3.** Payment for the purchase of the Product will be made prior to delivery of the Product, using any of the payment methods offered in the FON web page.

**2.4.** FON may suspend the delivery of the Product when it has not received payment in full for purchase of the same.

## **3. Delivery**

**3.1.** The Product will be delivered to the address indicated by the Customer in the Order Confirmation and as verified in the Purchase Confirmation.

**3.2.** FON undertakes to deliver the Product within 30 days following the Customer's Purchase Confirmation. In the event that the delivery cannot be made within this period because the Product is not available, FON must inform the Customer, who has the right to cancel the Contract and to receive reimbursement of the amount paid for said Product within 30 days.

**3.3.** Any loss, fault or damage howsoever arising in relation to the Product or packing must be advised by the Customer to FON within seven (7) days from receipt of the product. If the Customer does not advise such loss, fault or damage in the product or packing within said period, the Customer will be responsible for all risk of damage or fault in the Product delivered.

**3.4.** Unless otherwise stated in the product promotion, the Customer shall, where applicable, be responsible for the delivery costs, which shall be duly identified and broken down in the Price.

## **4. Right to return or decline to accept the Product**

**4.1.** If the Customer is not satisfied with the Product when it arrives, he may return it provided that he does so within seven (7) working days from the date of receipt. In order to return the Product, the Customer must indicate his intention to do so by sending an email to: [shop@fon.com](mailto:shop@fon.com) or [www.fon.com/support/contactUs](http://www.fon.com/support/contactUs)

**4.2.** FON will not accept any product that has been used by the Customer or has been returned in an unacceptable or unserviceable condition. To this end, the Product must be returned without any damage whatsoever, in perfectly useable condition and in its original packaging.

**4.3.** Once the Product has been received in good condition, FON will reimburse the Product Price to the Customer within thirty (30) days, via the payment method used to purchase the Product.

## **5. Product's Guarantees**

**5.1.** Products sold by FON through its web page will have a guarantee of two (2) years from the delivery date of said product. The day when the Customer receives the Product and signs the delivery statement is deemed to be the delivery date.

**5.2.** The Client must advise FON of the non-compliance of the Product within a seven (7) days time frame from the date he identifies the non-compliance.

**5.3.** FON's guarantee does not include failures produced by negligence, damage, or improper use or handling of the product by the Customer or the wear and tear of the product from its use. The guarantee also does not cover the incorrect installation of the Product by the Customer, if he does not follow the directions provided by FON or the Product's manufacturer.

## **6. Limitation of Liability**

FON will not have any liability to its Customers: (i) For any delay in delivery of the Product, which is not FON's responsibility. (ii) For any damage to the Product caused by any act or omission of the Customer. (iii) For any damage to the Product caused by any improper changes made to the Product by the Customer. (iv) For any Product that is not in accordance with the Customer's request, and where the Customer has not sent a Purchase Confirmation in accordance with Condition 1.5 of these TCSG. (v) Arising out of any incorrect usage of the Product by the Customer. (vi) For any defective Product when such defect arises as a result of unforeseen circumstances, accidents, humidity, electrical surges or any other environmental factors, and said defect has not been communicated to FON by the Customer in accordance with Condition 3.3 of these TCSG.

## **7. Customer's Obligations**

**7.1.** The Customer undertakes at all times to provide true and accurate information as requested through the FON web page when placing its Order, and to ensure that such information remains accurate.

**7.2.** The Customer agrees to accept, be bound by, and comply with all the provisions and conditions of these TCSG.

**7.3.** The Customer undertakes to enable the Product to be delivered and to provide FON with an address where the Product can be delivered.

## **8. Confidentiality and Data Protection**

**8.1.** Each party undertakes to treat all information received from the other as confidential.

**8.2.** All Customers' personal data obtained by FON will be treated and processed in accordance with FON's Privacy Policy available in its web page. Data provided by the Customer will be kept in an automatic filing system for personal data, created and maintained under the responsibility of FON.

**8.3.** FON may transfer personal data to other companies of the FON Group, and to other companies hired by FON to provide the services regulated by these TCSG, in accordance with its Privacy Policy (please read FON's Privacy Policy carefully).

**8.4.** FON guarantees the security and confidentiality of all of its communications with its Customers. All on-line payments are made through a secure server and are protected against third-party interference.

## **9. Termination of the Contract**

Either Party may terminate this Contract at any time in the event that the other Party fails to comply with these TCSG.

## **10. Severability**

If any of these conditions is declared to be invalid, illegal or not applicable by any court of competent jurisdiction, said condition will be removed, but without rendering the whole Contract null or void and the rest of the conditions will remain in force and only those conditions which have been considered as invalid, illegal or not applicable shall be removed.

## **11. Applicable Law and Jurisdiction**

Both parties expressly agree that Spanish law will govern this Contract. Any dispute arising between the Parties relating to the interpretation, execution or elimination of these TCSG will be submitted to the competent Courts and Tribunals to consider such matters as they apply to consumers, in the place where such obligation is to be carried out or the purchasing party's place of domicile. If the purchasing party is domiciled outside Spain, both parties agree without exception to submit to the Jurisdiction of the Courts and Tribunals of the City of Madrid (Spain).

## **12. Miscellaneous**

**12.1.** The Customer can find all information relating to the provision of the FON Service, details of product Offers and information at: [www.fon.com](http://www.fon.com).

**12.2.** FON advises its Customers that accessing the file containing the electronic form of the contract constitutes proof that they have entered into the contract.

**12.3.** This Contract between FON and the Customer will be expressed in English, Spanish, French or German language versions.

## **13. Unique terms applied to purchases in the United States**

United States: This Contract applies between the Customer and FON US, Inc., a Delaware incorporated company. This Contract will be bound, and so the Customer accepts, by the laws of New York. Both parties agree to be subject to New York's courts and jurisdiction.