

General conditions of sale

1. Purpose and scope

1.1. These general conditions of sale will apply to the sale of products and services between By Demes S.L.U. (hereinafter, "By Demes") and its Clients (hereinafter, "Client").

1.2. The Client expressly accepts all the general conditions of sale, having full knowledge of their content by having accepted them in the client registration procedure.

1.3. They will also be understood as accepted by the Client, for all purposes, when placing any order with By Demes.

1.4. These general conditions of sale exclude the application of any general conditions of purchase of the Client.

1.5. The sale and purchase operations between By Demes and the Client will be supplemented, where appropriate, by the particular conditions that may be expressly agreed between the parties, lacking, for all purposes, any other conditions that have not been expressly accepted in writing.

1.6. The Client may not be considered, in any case, as a representative of By Demes and may not act or commit on their behalf. The Client will act at all times on his behalf and on his own behalf.

1.7. The Client may use the brand, trade name, logo, images and descriptions of the brands distributed by By Demes only for the promotion and advertising of By Demes products. The Client does not have any right over the brands, trade names, logos, images and descriptions and By Demes' rights over them will be preserved at all times.

1.8. In the event that the sales conditions are not met, By Demes reserves the right to modify the Client's purchase conditions.

2. Orders

2.1. To register as a By Demes customer, the Customer must fill out, sign, stamp and send via email the customer form that will be provided by their [assigned sales representative](#). Once the administration department approves the Client's data and registers it in the system, the Client may process his order through the following means:

- Online store: Through the website <https://www.bydemes.com/> and with the online store account access data, whose user will be your customer code ("CLXXXXXX") and the password which we provide or which you can request through our website, following the [online store account registration](#) procedure. The Client will have to modify the password at random once they log in for the first time.

- In writing: By email to your order manager. The name, customer code and reference of the requested product must be reflected, as well as the specifications that the sender considers appropriate, such as the shipping address, delivery date, etc.

- In person: In our physical stores in Barcelona, Madrid or the Canary Islands.

2.2. Placing the order by the Customer implies full acceptance of the prices, the specifications of the products for sale and these general conditions of sale.

2.3. All orders are subject to availability.

2.4. For the order to be considered effective, you must receive express acceptance by By Demes.

3. Price policy

3.1. Fixing the resale price allows us to provide the By Demes Customer with a guaranteed minimum margin, in exchange for said professionals promoting the sale of our products, precisely because each unit sold provides them with a margin that is, in principle, higher than other similar products, but for which there is no resale price.

3.2. All products will have a retail price (RRP), which the Client will find in the "[Products](#)" section or in the rates and catalogs of our website, once they have started their session with their email account.

3.3. All online resellers will maintain the same retail price (RRP) of HYUNDAI, AIRSPACE and VESTA by CLIMAX brand products on all their websites or online sales.

3.4. All products will have a net price according to the discount set by the Customer's commercial and that he will find in the "[Products](#)" section of our website, once he has started his session with his online store account.

3.5. Prices will be regularly updated to keep the most competitive prices on the market.

3.6. The prices indicated are prices without taxes that are always the responsibility of the buyer.

3.7. By Demes product prices and specifications are subject to change without notice. References, specifications and prices are as indicated except for typographical or printing errors.

3.8. In the event that the Client places an order for products with the wrong price, By Demes will communicate the correct price and, in case of acceptance, the order will be placed, provided that the Client expressly confirms it with the correct price. In case of not accepting the new price, the Client will have to return the material in perfect condition, otherwise the full price of the material will be invoiced.

3.9. The prices of the budgets, proformas and reservations will have a maximum term of 24h of validity, and may vary, upon notification to the client, in case of error, variation of quote or agreement between By Demes and the Client.

3.10. The prices of the offers sent via newsletter will have the maximum term indicated in them.

3.11. By Demes will in no case be responsible for direct or indirect damages, or loss of benefits or anticipated savings that may arise from the use of our equipment.

4. Billing and payment method

4.1. The Client may make the payment by card, PayPal or bank transfer. In case of having a credit line with By Demes, the payment of the purchase will be made with its usual forms of purchase (direct debit, transfer, confirming, bank check or cashier's check).

4.2. The Client must make the payment of the first cash order. For subsequent orders, credit terms may be agreed with By Demes by request to your commercial.

4.3. The Client consents to By Demes sending their invoices via email to the billing email of the customer file. The Client will also be able to access them through the "[My invoices](#)" section, once they have started their session with the online store account. The fact that the Client does not receive the invoices by email or ordinary, does not exempt him from the obligation to pay.

4.4. In the event that the direct debits are returned to the Client's account, the bank charges incurred will be borne by the Client. If necessary, By Demes could take legal action to recover all the past due debt not paid by the client, either directly or through your insurer.

4.5. In the event that the Client is not up to date with payment, he will lose all his guarantee rights and the supply of material will be suspen-

General conditions of sale

ded, which will be restored when the Client pays the amount owed, as well as the return costs that would have been failed to incur. The ownership of the products will not pass to the Client until the payment of the corresponding invoices has been made.

5. Shipping and transportation

5.1. The material will be sent to the address indicated by the customer at the time of purchase. If the Customer does not indicate a shipping address, the one registered in our customer registration database will be used.

5.2. The delivery time will be approx., as a general rule, 24-48 business hours, depending on areas and countries and except for lack of stock. For more specific information on delivery times, the commercial department will be consulted beforehand. By Demes reserves the right to choose in each case the most appropriate transport agency to offer the best service to the Client.

5.3. The periods indicated are of an estimated and non-binding nature. By Demes will use all means to deliver the products within the established period. The delay in meeting the deadlines will not entitle the Customer to demand direct or indirect damages or compensation, reject the order or suspend compliance with any obligation, especially that of payment.

5.4. In Austria, Belgium, Germany, Ireland, Luxembourg, Netherlands and United Kingdom delivery will be free for online store orders that exceed 900 euros net in their amount and / or for orders via e-mail to their order manager. The shipment of an order freight prepaid will also depend on the commercial agreement that has been reached between the Client and By Demes.

5.5. For orders that do not exceed the previous amount and are sent through our transport agencies, an amount for freight will be included, according to volume, areas and countries.

5.6. Shipments made outside the European Union are managed under Exworks L'Hospitalet de Llobregat conditions. The Client from outside the European Union must send the complete data of his customs agents to process the collection of the material in our facilities.

5.7. Any need in relation to the delivery of merchandise that is not within the usual system, such as urgent deliveries, deliveries by air, etc., will be borne by the Client.

5.8. In case of non-compliance with the agreed delivery term, the compensation will consist of the return of the freight paid by the customer. Failure to comply with the delivery period shall be deemed to be caused by the absence or change of address of the recipient, unknown recipient or address, non-payment of freight, supplies or refunds, closing for vacations, late delivery on second delivery attempt, causes of force majeure or fortuitous event, or others not attributable to the transport company.

6. Quality / quantity defects

6.1. At the time of receipt of the merchandise, the Customer will be obliged to count the packages and check the condition of the boxes, recording on the delivery note of any incident and / or anomaly on receipt.

6.2. The Customer, within a maximum period of 48 hours from receipt, must inform By Demes of the existence of said quality defects, communicating it to the order or commercial department via e-mail. In case of existence of quantity defects, the Client will have a maximum period of 7 days from receipt of the merchandise to communicate it, also to his manager or commercial via e-mail.

6.3. Once said periods have elapsed without having made the claim, it will be understood that the merchandise has been received by the Client in perfect condition of quality and / or quantity and By Demes will not accept any claim regarding the lack of material, erroneous or damaged product.

6.4. In the event that the origin of the claim is determined, the quality and / or quantity defects will be corrected by the relevant department.

7. Returns (credits)

7.1. The Client will have a maximum period of 15 calendar days, from the date of receipt of the material, for the return of the product with which he is not satisfied.

7.2. The Client may only request a subscription, by filling out the subscription request form available in the "Support" section of our website, once the session has started.

7.3. The Client must attach the copy of the invoice with the return of the material and / or delivery note.

7.4. Any package that arrives at our offices, detailed in the web process, will not be accepted without its correct subscription number or at a different address than the one indicated in the return document. The subscription number must be visible on the outside of the package, for its correct identification, whether it is an online or internal request.

7.5. The return of the material is the responsibility of the Client, therefore, returns will be rejected postage due, always with the exception of those returns with prior commercial authorization.

7.6. If the reason for the return is foreign to the Client (for example: delivery of the wrong product, which does not correspond to the order), the shipping costs will be at By Demes expenses, but prior communication with By Demes will be necessary to avoid administrative and / or logistical misunderstandings.

7.7. By Demes will only accept products that are sent with their original packaging, in perfect condition, in new and complete condition (with all accessories, manuals, cables, etc.).

7.8. The reception of the returned material will not imply in any case the acceptance or conformity of the state of the same, so By Demes will have a period of 10 days to verify the material in question and notify the Customer of the existing damage to the returned product, if there would be.

7.9. By Demes will not refund products that are damaged or whose original packaging is damaged.

7.10. In those cases in which the returns do not meet the acceptance criteria, By Demes will proceed to return the product with the costs at the Customer expenses.

7.11. If the product complies with the return conditions, By Demes will do everything necessary to originate a balance in favor of the Client for future purchases from By Demes equivalent to the price originally paid for mentioned product.

8. Replenishments (DOA)

8.1. In case of need to replace a material, the Client must request a DOA, filling out the DOA request form available in the "Support" section of our website, once the session has started.

8.2. The Customer may only request a DOA as long as the material has a breakdown or malfunction within 30 days after the date of purchase. In case of exceeding 30 days, the Client may not request a DOA and must request a repair or RMA, always with the exception of prior commercial authorization for an internal request.

8.3. The Customer must return the defective material freight prepaid within 15 days after receiving the substitute material. If you exceed 15 days of return of the defective material, you can not claim a return of it and you will be billed.

8.4. The Client must return the defective material with the complete, original packaging and in perfect condition. You can use, if necessary, the packaging of the replacement material.

8.5. The delivery of the DOA exchange material is the responsibility of By Demes.

General conditions of sale

8.6. Once the defective material is received, the technical department will verify the reason why the Client requests the DOA and in case the reason for the DOA is not confirmed, because the material works correctly or that the fault has even been caused by the client, immediately the DOA is no longer effective and billing of the exchange material sent will proceed.

8.7. We will not accept any package that arrives at our dependencies, detailed in the web process, without its correct DOA number or to a different address than the one indicated in the replacement document. The DOA number must be visible on the outside of the package, for its correct identification, whether it is an online or internal application.

8.8. In no case may the end user call By Demes or request after-sales service directly or send DOA merchandise without the corresponding documentation.

9. Repairs (RMA)

9.1. In case of breakdown of a material, the Client must request an RMA, filling out the RMA request form in the "Support" section of our website, once the session has started.

9.2. The Client may only request an RMA provided that the material has a breakdown or malfunction outside of 30 days after the date of purchase.

9.3. For all repairs of non-warranty products, the Customer will be charged with a minimum of 30 minutes of Technical Assistance (minimum cost of repair).

9.4. The damaged products will be shipped freight paid by the Customer. The repair or warranty change will be shipped freight paid by By Demes, except for different cases that are returned freight due.

9.5. Once the defective material is received, the technical department will verify the reason why the Client requests the RMA and in case the reason for the RMA is not confirmed, the material is returned to the Client freight collect by By Demes, with notification by e-mail to the Client.

9.6. We will not accept any package that arrives at our dependencies, detailed in the web process, without its correct RMA number or to a different address than the one indicated in the repair document. The RMA number must be visible on the outside of the package, for its correct identification, whether it is an online or internal request.

9.7. If a product sold during the warranty period needs to be replaced, then there may be two cases:

- The delivered product can be exchanged for equivalent "Grade B" equipment, maintaining the warranty period. It is a fully operational product, but it is not new. It has a different serial number, but for the warranty period of this replacement unit the one of the replaced unit remains.

- The product delivered as a substitute is new. In this case, a new 2-year warranty period applies.

9.8. In no case may the end user call By Demes or request after-sales service directly or send RMA merchandise without the corresponding documentation.

10. Technical assistance

10.1. The technical service in our dependencies will be billed at our current rate.

10.2. In the event that the presence of By Demes technical personnel is required in installations carried out or to be carried out by the Client, the latter will assume the travel, accommodation and maintenance expenses of the technical personnel and will be billed for the hours used, with a maximum of 10 hours per work day, according to our current rate.

10.3. The Client will be responsible for the technical and commercial assistance of the products that he sells both to end users and to other distributors or resellers.

10.4. The Client must train their employees or sellers to carry out an adequate demonstration and explain the technical advantages of the products to provide buyers with all the necessary assistance, from choosing the product to post-sales assistance.

11. Warranty

11.1. The By Demes warranty covers manufacturing defects for a period of 2 years from the date of sale, except for:

- Batteries, DVRs, hard drives and UPS, which are covered by the manufacturer's warranty.

- TFT, LCD or Plasma monitors, whose management must be processed directly by the Client with the manufacturer's official technical department closest to his home.

11.2. This warranty does not include parts with normal wear and tear, damage caused by overloads or storms, or misuse or abuse of the equipment.

11.3. By Demes' obligation is limited to the repair or replacement of the products under warranty, without any cost of parts or labor, if the material is found to be defective and the use of the equipment has been adequate.

11.4. By Demes will have no obligation under the guarantee if the product has been altered or improperly repaired or manipulated by personnel other than By Demes.

11.5. By Demes will not be responsible for consequences or accidental breakdowns due to failure or negligence.

11.6. By Demes will have no responsibility for any personal injury, property damage or any other loss based on claims that this product has failed or the purpose for which it was manufactured.

12. Material in storage

12.1. If the Client wishes merchandise conditionally, a written request must be made indicating: reason, duration and order number.

12.2. The maximum allowed duration of the material in deposit is 30 days.

12.3. By Demes reserves the right to accept or deny such request.

12.4. Once the request is accepted, the material must be returned within the stipulated period and in perfect condition, including all original documentation and all accessories in their original internal packaging. To preserve the original packaging, no seals or labels may be attached directly to it and it must always be transported in other protective packaging.

12.5. If the return is not made within the stipulated period, it will be billed, being charged to the order number indicated in the request.

12.6. In case of not returning the merchandise in perfect conditions, the charge equivalent to the deterioration of each case will be billed.

12.7. Conditional replacement materials may not be delivered during the repair of damaged equipment.

12.8. Equipment warranty does not cover replacement equipment during repair.

12.9. Of certain articles, By Demes has a limited stock of units to be transferred during the repair of damaged equipment.

12.10. In case of not having an equipment exactly the same as the damaged one, the most similar of those available will be offered.

12.11. The fixed cost of said temporary assignment will be 10% of the RRP of the equipment transferred, regardless of the duration of the

General conditions of sale

repair, or whether or not the repair is under warranty or the final cost of the repair.

12.12. By Demes will not be responsible, directly or indirectly, for the information stored on hard drives, memory cards, USB sticks and any future support that serves for the storage of videos, images, photographs and any other type of information.

12.13. Any of the previous storage media sent to the technical department may be erased for a complete test with the rest of the material, without By Demes being held responsible for the loss of information or data.

13. Privacy Policy

13.1. By Demes recognizes the importance of protecting the privacy and rights of its Clients and guarantees the correct treatment of it, fully respecting current legislation.

13.2. The Client, by registering in our system and registering on the By Demes website, expressly accepts the treatment of their personal data as stated in the following link: <https://bydemes.com/en/legal-texts/privacy-policy>

14. Applicable law and jurisdiction

14.1. These General Sales Conditions will be governed and interpreted in accordance with the legislation in force in Spanish territory.

14.2. In case of litigation, the contracting parties submit to the Courts and Tribunals of the consumer's domicile or the applicable one in accordance with current legislation.

For further information, don't hesitate to contact us.



BY DEMES IRELAND
Nesta Business Centre Office
202, Glencullen House Kylemore
Road Inchicore
Dublin 10, D10 K729

Tel.: 015136799

ireland@bydemes.com



BARCELONA OFFICE
San Fructuoso, 50-56
08004 Barcelona (Spain)

Tel.: +353 (0) 15136799

Fax: (+34) 934261904

bydemes@bydemes.com



www.bydemes.com