

GENERAL RECRUITMENT POLICIES

Cerba Internacional Group
Year 2024



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This contractual document shall govern the purchase of products and contracting of services through the website www.cerba.com, owned by Cerba Internacional S.A. Spain, hereinafter the PROVIDER, which offers the sale of health services and products.

Acceptance of this document implies that the USER:

- Has read, understands and comprehends what is set out herein.
- Is a person with sufficient capacity to contract.
- Assumes all the obligations set forth herein.
- These conditions will be valid for an indefinite period and will be applicable to all contracts made through the PROVIDER's website.

The PROVIDER informs that the merchant is responsible for and is aware of the current legislation of the countries to which it provides services or sends products, and reserves the right to unilaterally modify the conditions, without this affecting the goods or promotions that were purchased prior to the modification.

IDENTITY OF THE CONTRACTING PARTIES

On the one hand, the supplier of the products purchased, or services contracted by the USER is Cerba Internacional S.A. Spain, with registered office at Plaza Ramon Llull 7-10, 08203 Sabadell (Barcelona), NIF A08559932 and customer service telephone number: 0034(93)7272233.

On the other hand, the USER, registered on the website by means of a username and password, for which he/she is fully responsible for the use and custody, and is responsible for the veracity of the personal data provided to the PROVIDER.

PURPOSE OF THE CONTRACT

The purpose of this contract is to regulate the contractual sales relationship between the PROVIDER and the USER when the USER accepts the corresponding box during the online contracting process.

The contractual purchase and sale relationship involves the delivery, in exchange for a specific price and publicly displayed through the website, of a specific product or service.

The languages in which contracts are made through this website are: Spanish and Catalan.

CONTRACTING PROCEDURE

The USER, in order to access the services or products offered by the PROVIDER, must register through the website by creating a user account. Therefore, the USER must freely and voluntarily provide the personal data that will be required, which will be processed in accordance with the provisions of current regulations on personal data protection, Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and the LOPDGD 3/2018 of 5 December on the protection of individuals with regard to the processing of personal data and the free movement of such data and detailed in the Privacy Policy of this website.

The USER will select a username and a password, undertaking to make diligent use of them and not to make them available to third parties, as well as to inform the PROVIDER of the loss or theft of them or of possible access by an unauthorised third party, so that the latter may proceed to block them immediately.

The PROVIDER informs that during the process of purchasing or contracting products or services, the user will have to identify himself/herself with a username and password. The user will have access to their orders, invoices, order tracking, if applicable, as well as to modify data or download their results. These passwords will be used to access the services provided through the Website.

The PROVIDER provides Users with technical means to identify and correct errors in the introduction of data in the forms. In the shopping cart and forms in general, the correct format of the data will be automatically validated, and the user will be given the option to correct them.

Once the user account has been created, we inform you that in accordance with the requirements of article 27 of Law 34/2002, on Information Society Services and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Sending orders.
3. Right of withdrawal.
4. Complaints.
5. Force majeure.
6. Jurisdiction.
7. Generalities of the offer.
8. Price and period of validity of the tender.
9. Transport costs.
10. Method of payment, costs and discounts.
11. Purchasing process.
12. Applicable warranties.
13. Warranties and returns.
14. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, the placing of an order with the PROVIDER implies the acceptance by the USER of these legal conditions. No stipulation made by the USER may differ from those of the PROVIDER if it has not been expressly accepted in advance and in writing by the PROVIDER.

To place an order, you must follow the online purchasing procedure and click on the acceptance of the GENERAL CONDITIONS OF PURCHASE AND IN THE SECTION "ORDER WITH PAYMENT OBLIGATION".

2. DISPATCH OF ORDERS

The PROVIDER will not dispatch any order until it has verified that payment has been made.

In the cases of hiring tests or extractions, the order will not entail the physical delivery of any product, so the USER will receive an e-mail with the order number, which must be shown when going to the Cerba extraction centres or collaboration centres.

Shipments of goods will usually be made by EXPRESS MESSAGE (POSTAL EXPRESS, SEUR, UPS, STD, etc.), according to the destination freely designated by the USER.

Delivery dates or deadlines shall be understood to be approximate, and any delay shall not constitute a material breach. In the event that the PROVIDER has not delivered the goods 30 days after the agreed delivery date, the customer shall be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without any liability for damages attributable to the PROVIDER.

The delivery time is usually between 2 and 5 working days, depending on the destination town and the chosen method of payment. This term is understood as long as the availability of the goods has been confirmed and full payment of the order has been verified.

The PROVIDER shall not assume any responsibility when the delivery of the product or service does not take place due to false, inaccurate or incomplete data provided by the USER.

Delivery will be considered to have been made when the carrier has placed the products at the USER's disposal and the USER, or the USER's delegate, has signed the delivery receipt document.

It is the responsibility of the USER to check the products on receipt and to state any reservations and complaints that may be justified in the delivery receipt document.

If the contracting does not entail the physical delivery of any product, these being directly downloaded from the website, the PROVIDER will previously inform the USER regarding the procedure to be followed to carry out this download.

3. RIGHT OF WITHDRAWAL

The USER has the same rights and deadlines to proceed to make the return and / or claim the possible vices or defects in the service, both online and offline.

The USER has a period of fourteen calendar days, counted from the date of receipt of the product purchased in our online shop, to return it if it does not meet their expectations (article 71 of Law 3/2014 of 27 March). In case of withdrawal, all payments received by you will be refunded, including the initial shipping costs of your order.

The USER may exercise the right of withdrawal by email (shop@cerba.com) or by contacting any of the PROVIDER's centres directly.

The right of withdrawal shall not apply in the following cases:

1. If the product is not presented in perfect condition.
2. If the packaging of the product is not the original packaging or is not in perfect condition. The original packaging must protect the product so that it is received in perfect condition, and the use of seals and adhesive tapes applied directly to it is prohibited.
3. When the product has been opened without being able to prove that it has not been used.
4. In software applications that are directly downloaded through the portal.
5. When they are personalised products or those which, for reasons of hygiene or other legally stipulated exceptions, are not subject to this right.

To exercise the right of withdrawal, the USER must fill in the form that we will make available: Form for the exercise of the right of withdrawal and send it via e-mail to the PROVIDER at the following address: shop@cerba.com.

4. CLAIMS

Any complaint that the USER considers appropriate will be dealt with as soon as possible, and can be made to the following contact address:

Mail: shop@cerba.com.

Online Dispute Resolution Pursuant to Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the USER and the PROVIDER, without the need to resort to the courts of law, through the intervention of a third party, called a Dispute Resolution Body, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties in order to reach an agreement and may finally suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

5. FORCE MAJEURE

The parties shall not be liable for any failure due to force majeure. Performance of the obligation shall be delayed until the force majeure has ceased.

6. COMPETENCE

The USER may not assign, transfer or transfer the rights, responsibilities and obligations contracted in the sale.

Should any stipulation of these conditions be considered null and void or impossible to fulfil, the validity, legality and fulfilment of the rest shall not be affected in any way, nor shall they be modified in any way.

The USER declares that he/she has read, knows and accepts these General Conditions in their entirety.

7. GENERALITIES OF THE OFFER

All sales and deliveries made by the PROVIDER shall be understood to be subject to these General Conditions.

No modification, alteration or agreement contrary to the PROVIDER's Commercial Proposal or stipulated herein shall have any effect, unless expressly agreed in writing signed by the PROVIDER, in which case, these particular agreements shall prevail.

Given the continuous technical advances and improvements of the products, the PROVIDER reserves the right to modify its specifications with respect to the information provided in its advertising, as long as it does not affect the value of the products offered. These modifications shall also apply in the event that, for whatever reason, the possibility of supplying the products offered is affected.

8. PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices indicated for each product include Value Added Tax (VAT) or other taxes that may be applicable. These prices, unless expressly stated otherwise, do not include the cost of shipping, handling, packaging, shipping insurance or any other additional services and annexes to the product or service purchased.

The prices applicable to each product are those published on the website and are expressed in EURO currency. The USER assumes that the economic valuation of some of the products may vary in real time.

Before making the purchase you will be able to check online all the details of the quotation: items, quantities, price, availability, transport costs, charges, discounts, taxes and the total of the purchase. Prices may change daily until the order is placed.

Once the order has been placed, prices will be maintained whether or not products are available.

Any payment made to the PROVIDER will result in the issuing of an invoice in the name of the registered USER or the company name provided by the USER at the time of placing the order. This invoice will be sent together with the purchased product, as well as in PDF to the e-mail address provided by the USER.

For any information about the order, the USER may contact the PROVIDER's customer service telephone number 0034(93)7272233 or by e-mail to shop@cerba.com.

9. TRANSPORT COSTS

The prices do not include delivery or communication costs, or complementary services, unless otherwise expressly agreed in writing.

The shipping costs will be calculated at the moment of saving the basket or quotation, as they are calculated according to the weight of the products and the delivery address.

10. METHODS OF PAYMENT, CHARGES AND DISCOUNTS

The PROVIDER offers the following methods of payment for an order:

- Credit card: no discounts or charges will be applied.

11. PURCHASING PROCESS

Shopping basket (quotation simulation)

Any product from our catalogue can be added to the basket. In the basket, only the articles, the quantity, the price and the total amount will be shown. Once the basket has been saved, taxes, charges and discounts will be calculated according to the payment and shipping data entered.

The baskets do not have any administrative link, it is only a section where you can simulate a budget without any commitment on both sides.

From the basket you can place an order by following the steps below for its correct formalisation:

1. Checking the invoicing data.
2. Checking the delivery address.
3. Selection of the payment method.
4. Acceptance of the Legal Conditions.
5. Selecting the "Pay Now" box.

Once the order has been processed, the system instantly sends an e-mail to the PROVIDER's management department.

Orders (purchase requests)

Within a maximum of 24 hours, on working days, an e-mail will be sent to the USER confirming the order.

12. APPLICABLE WARRANTIES

All products and services offered through the website are completely original, unless otherwise indicated in their description. They all have a two-year guarantee period, in accordance with the criteria and conditions described in Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws.

13. GUARANTEES AND RETURNS

The guarantee of the products offered will respond to the following articles based on Law 23/2003 of 10 July on Guarantees for the sale of consumer goods:

- I. Conformity of the products with the contract
 1. Unless there is proof to the contrary, it shall be understood that the products are in conformity with the contract provided that they comply with all the requirements set out below, unless, due to the circumstances of the case, any of them are not applicable:
 - a. They comply with the description provided by the PROVIDER.
 - b. They are suitable for the uses to which products of the same type are normally put.
 - c. Are suitable for any special use required by the client when the PROVIDER has made this known at the time of the conclusion of the contract, provided that the PROVIDER has accepted that the product is suitable for this use.
 - d. They present the usual quality and performance of a product of the same type that the client may reasonably expect, taking into account the nature of the product and, if applicable, the descriptions of the specific characteristics of the products made by the PROVIDER.
 - e. The PROVIDER describes the details, technical characteristics and photographs of the products provided by the manufacturer of the products, so that the PROVIDER is not bound by these public statements.
 2. The lack of conformity resulting from an incorrect installation of the product shall be equated to the lack of conformity of the product when the installation is included in the purchase contract and has been carried out by the PROVIDER or under its responsibility, or by the USER when the defective installation is due to an error in the installation instructions.
 3. No liability shall be accepted for lack of conformity which the USER knew or could not have been unaware of at the time of concluding the contract or which originates in materials supplied by the USER.
- II. Responsibility of the PROVIDER

The PROVIDER shall be liable to the USER for any lack of conformity at the time of delivery of the product. The PROVIDER acknowledges the USER the right to repair the product, to its replacement, to a price reduction and to the termination of the contract.

- III. Repair and replacement of products
 1. If the product is not in conformity with the contract, the USER may choose between demanding repair or replacement of the product, unless one of these options is impossible or disproportionate. As soon as the USER notifies the PROVIDER of the option chosen, both parties shall be bound by this decision. This decision by the USER is without prejudice to the provisions of article IV below for cases in which repair or replacement fails to bring the product into conformity with the contract.
 2. Any form of remedy which imposes costs on the PROVIDER which, in comparison with the alternative form of remedy, are unreasonable, taking into account the value that the product would have if there were no lack of conformity, the relevance of the lack of conformity and whether the alternative form of remedy could be carried out without major inconvenience to the USER, shall be considered disproportionate.
- IV. Rules for repair or replacement of the product

Repair and replacement shall be carried out in accordance with the following rules:

1. They shall be free of charge for the USER.

This free of charge shall include the necessary costs incurred to remedy the non-conformity of the products with the contract, in particular the shipping costs, as well as the costs related to labour and materials.

2. They shall be carried out within a reasonable period of time and without major inconvenience for the user, taking into account the nature of the products and their purpose for the USER.
3. The repair suspends the calculation of the periods referred to in Article VII. The suspension period shall begin when the USER places the product at the PROVIDER's disposal and shall end with the delivery of the product to the USER. During the six months following the delivery of the repaired product, the PROVIDER shall be liable for the lack of conformity that led to the repair. It is presumed that it is the same lack of conformity when defects of the same origin as those initially stated are reproduced in the product.
4. The substitution suspends the deadlines referred to in article VII from the exercise of the option until the delivery of the new one. In any case, the second paragraph of article VII will apply to the substitute product.
5. If the repair is completed and the product is delivered, it continues to be non-compliant with the contract, the USER may demand its replacement, within the limits established in section 2 of article IV, or a price reduction or resolution. of the contract under the terms of article V.
6. If the replacement fails to bring the product into compliance with the contract, the USER may demand its repair, within the limits established in section 2 of article IV, or the reduction of the price or the termination of the contract in the terms of articles V and VI.
7. The USER may not demand replacement in the case of non-fungible products, nor in the case of second-hand products.

V. Price reduction and contract termination

The price reduction and termination of the contract will proceed, at the USER's option, when the USER cannot demand the repair or replacement of the product and in cases in which these have not been carried out within a reasonable period of time or without major inconveniences for the USER. USER. The resolution will not proceed when the lack of conformity is of minor importance.

VI. Criteria for price reduction

The price reduction will be proportional to the difference between the value that the product would have had at the time of delivery if it had been in accordance with the contract and the value that the product actually delivered had at the time of delivery.

VII. Deadlines

1. The PROVIDER is responsible for any lack of conformity that appears within a period of two years from delivery. In second-hand products, the PROVIDER and the USER may agree on a shorter period, which may not be less than one year from delivery.

Unless proven otherwise, it will be presumed that any lack of conformity that appears within six months of delivery already existed when the product was delivered, except when this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

2. Unless proven otherwise, delivery is deemed to have been made on the day that appears on the invoice or purchase label, or on the corresponding delivery note if this is later.
3. The action to claim compliance with the provisions of the previous articles expires three years from the delivery of the product.
4. The USER must inform the PROVIDER of the lack of conformity within a period of two months from when he became aware of it.

Unless proven otherwise, it will be understood that the USER's communication has taken place within the established period.

VIII. Action against the producer

When it is impossible for the USER or it poses an excessive burden to contact the PROVIDER due to the lack of conformity of the products with the sales contract, they may claim directly from the producer in order to obtain replacement or repair of the product.

In general terms, and without prejudice to the fact that the producer's responsibility ceases, in the same terms and conditions as those established for the PROVIDER, the producer will be responsible for the lack of conformity when it refers to the origin, identity or suitability of the products, in accordance with their nature and purpose and with the rules that regulate them.

A producer is understood to be the manufacturer of a product or its importer in the territory of the European Union or any person who presents himself as such by indicating his name, brand or other distinctive sign on the product.

Whoever has responded to the USER will have a period of one year to repeat responsibility for the lack of conformity. This period is computed from the moment the cleanup was completed.

14. APPLICABLE LAW AND JURISDICTION

These conditions will be governed or interpreted in accordance with Spanish legislation in that which is not expressly established.

For the resolution of all disputes or issues related to this website or the activities carried out on it, Spanish legislation will apply, to which the parties expressly submit, being preferably competent for the resolution of all derived conflicts. or related to its use the Courts and Tribunals closest to Sabadell, at the user's choice.