

TUNGALOY IBERICA, S.L.



INTERNET CLAUSES
Instructions for the use of the documentation

E-mail

Email

Incorporate this clause by DEFAULT in the EMAIL signature.

The purpose described is indicative; the company must indicate the specific purpose for which the data of the recipient of the email will be used.

EMAIL: Email + Advertising

Incorporate this clause by DEFAULT in the EMAIL signature when it contains advertisements.

The purpose described is indicative; the company must indicate the specific purpose for which the data of the recipient of the email will be used.

Legal notices

WEBSITE: Legal notice (analysis + advertising cookies)

Show this legal notice on a link visible from all pages of the website, only if Google Analytics cookies are installed and there is an info banner in the background visible until the use of cookies has been accepted. If this type of cookie is not installed, the normal legal notice must be shown.

Privacy policy

WEBSITE: PRIVACY Policy

A link to the privacy policy must be visible on all pages of the website.

Mandatory clause regarding obtaining and/or storing personal data (identification data, photographs, emails, etc.)

SOCIAL NETWORKS: PRIVACY policy in social networks

Mandatory clause regarding obtaining and/or storing personal data (identification data, photographs, emails, etc.).

Place the privacy policy on a link in the social network privacy settings.

Facebook:

- 1: en el menú superior de la Página clicar "Configuración"; 2: en el menú lateral clicar "Información de la página";
- 3: en la parte inferior, en la casilla "Política de privacidad" poner el enlace.

Twitter e Instagram:

- 1: en el perfil de la Página clicar "Editar perfil"; 2: en la casilla "Biografía" escribir "Privacidad: poner el enlace".

Linkedin:

- 1: en el menú superior de la Página clicar en "Yo"; 2: en el desplegable clicar "GESTIONAR - Empresa"; 3: en la Portada clicar en el icono para "Editar - Encabezado"; 4: en la casilla "Lema" escribir "Privacidad: poner el enlace"

Forms

FORM: Consent for data processing LOPDGDD (DUAL LAYER)

Include this clause in the form from where the Data Subject's data are collected.

An "I accept" button, or an "I have read and accept..." selector giving consent must be added to the bottom of the form to confirm that the consent clause for processing personal data has been read.

The system will not send the form with the data if consent has not been confirmed.

Cookies policy

Cookies policy (PD COOKIE CAPTURE)

A link to the cookies policy must be visible on all pages of the website.

LSSI: Cookies Policy regulations for cookies that require the user's consent to be installed, and that are not of a technical nature, and are necessary for the operation of the website or the provision of services expressly requested by the user.

If the website installs analytical or advertising cookies that require the user's consent, it will be necessary for an informative BANNER to be visible from all parts of the website until the user ACCEPTS the processing.

BANNER + Configuration panel (PD COOKIE CONSENT)

Provide this document to the website's computer technician so that the cookie consent and configuration BANNER is automatically generated.

"PD Cookie Consent" is a JavaScript library through which a pop-up window (banner) is generated that warns the visitor about the existence of cookies and facilitates the blocking of those elements that can embed cookies without the need to search for them one by one.

E-commerce

E-COMMERCE (PRODUCTS). General contracting terms and conditions

A link to this legal notice must be visible on all pages of the e-commerce website.

The text in red should be revised and adapted to the individual conditions of the business.

If there are transport rates on a separate page, you may create a link to it.

During card payment, there must be a selector, indicating agreement with the conditions established by the business (with a link to them).

E-COMMERCE (INFORMATION) Information on guarantees for the sale of consumer goods

Notes on Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws.

E-COMMERCE. Cancellation request form (consumer/user)

This form should be completed and sent if you wish to withdraw from the contract for the sale of products or the provision of services.



E-mail

EMAIL: Email

LEGAL NOTICE: This message and its attachments are addressed exclusively to the recipient and may contain confidential information subject to professional secrecy. It may not be communicated, reproduced or distributed without the express authorisation of TUNGALOY IBERICA, S.L.. If you are not the intended recipient, please delete it and inform us by email.

DATA PROTECTION: In accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), we inform you that personal data and email addresses collected from the Data Subject will be processed under the responsibility of TUNGALOY IBERICA, S.L. for a legitimate interest and for the purpose of sending communications about our products and services and will be retained for as long as none of the parties object. The data will not be communicated to third parties, unless under legal obligation. You can exercise your rights of access, rectification, portability and erasure of your data and those of restriction and objection to their processing by contacting C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona). E-mail: maica.moyano@tungaloy.es. If you consider that the processing does not comply with current legislation, you may file a complaint with the Spanish supervisory authority at www.aepd.es.

EMAIL: Email + Advertising

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ADVERTISEMENTS: In compliance with the provisions of Article 21 of the Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), if you do not wish to receive further information about our products and/or services, you can unsubscribe by sending an email to maica.moyano@tungaloy.es, indicating in the **Subject line** "CANCELLATION" or "DO NOT SEND".

Legal notices

WEBSITE: Legal notice (analysis + advertising cookies)**INFORMATION SOCIETY SERVICES ACT (LSSI)**

TUNGALOY IBERICA, S.L., the person responsible for the website, hereinafter the CONTROLLER, makes this document available to users, which is intended to comply with the obligations provided in Act 34/2002 of 11 July, on Information Society and Electronic Commerce Services (LSSICE), Spanish Official State Journal No. 166, as well as informing all website users of the conditions of use.

Any person who accesses this website acquires the status of user, and as such undertakes to strictly observe and comply with the provisions provided herein, as well as any other applicable legal clause.

TUNGALOY IBERICA, S.L. reserves the right to modify any type of information that may appear on the website, and is not obliged to give prior notice or inform users of such obligations, with publication on the website of TUNGALOY IBERICA, S.L. being understood as sufficient.

1. IDENTIFICATION DATA

Domain name: tungaloy.es

Commercial name: TUNGALOY IBERICA, S.L.

Company name: TUNGALOY IBERICA, S.L.

TIN: B65084881

Registered address: C. Miquel Servet, 43B Nau 7 , 08243 MANRESA (BARCELONA)

Telephone: 93 113 13

E-mail: info@tungaloy.es

2. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The website, including but not limited to its programming, editing, compilation and other elements necessary for its operation, the designs, logos, text and/or graphics, are owned by the CONTROLLER or, if applicable, they expressly holds a license or an express authorisation by the authors. All website contents are duly protected by intellectual and industrial property laws, and are registered in the corresponding public registries.

Regardless of their intended purpose, the total or partial reproduction, use, exploitation, distribution and commercialisation, requires in any case the prior written authorisation from the CONTROLLER. Any unauthorised use is considered a serious breach of the author's intellectual or industrial property rights.

The designs, logos, text and/or graphics not belonging to the CONTROLLER and which may appear on the website, belong to their respective owners who are liable for any possible dispute that may arise regarding them. The CONTROLLER expressly authorises third parties to redirect to the specific content of the website, and in any case to redirect to the main website of tungaloy.es.

The CONTROLLER acknowledges the corresponding intellectual and industrial property rights in favour of their owners, and any mention or appearance on the website does not imply the existence of any rights or responsibility whatsoever over them, nor does it imply any endorsement, sponsorship or recommendation by the website.

Comments regarding any possible breach of intellectual or industrial property rights, as well as regarding the contents of the website, can be made by contacting info@tungaloy.es.

3. EXEMPTION FROM LIABILITY

The CONTROLLER is exempt from any type of liability derived from the information published on their website whenever this information has been manipulated or introduced by a third party not related to the CONTROLLER.

Use of Cookies

This website uses technical cookies (small files with information that the server sends to the computer of the website user) in order to carry out certain functions considered necessary for the correct functioning and preview of the website. In any case, the cookies used are temporary, with the sole purpose of making navigation of the site more efficient, and disappear at the end of the user's session. Under no circumstances do these cookies themselves provide personal data and will not be used for the collection of such data.

Through using cookies, it is also possible for the server where the website is located to recognise the browser used by the user in order to make navigation easier, allowing, for example, users who have previously registered to access the areas, services, promotions or contests reserved exclusively for them without having to register on each visit. They may also be used to measure the audience or traffic parameters, monitor the progress and number of entries, etc. In these cases, the cookies used are technically non-essential but beneficial to the user. This website will not install non-essential cookies without previous user consent.

We use our own cookies and third-party cookies for analytical purposes and to display personalised advertising based on a profile drawn from your browsing habits (e.g. pages visited). All users who visit the website are informed of the use of these cookies by means of a floating banner. If its use is accepted, the banner will disappear, although it is possible to revoke consent and to obtain more information at any time by consulting our Cookies Policy.

The browser may be configured by the user to alert them of the reception of cookies and to prevent their installation on their computer. For further information, please consult the instructions of your browser.

Link policy

The user of this website may be redirected to content from third party websites. Since the CONTROLLER cannot always control the contents of third party websites, they do not assume any type of responsibility with respect to said contents. In any case, the CONTROLLER will immediately remove any content that may be in breach of national or international laws, morality or public order, and will immediately remove the redirection to this website, informing the competent authorities of the content in question.

The CONTROLLER will not be responsible for the information and content found, including but not limited to, in forums, chats, blog generators, comments, social networks or any other means that allows third parties to publish content independently on the website of the CONTROLLER. However, and in accordance with Acts 11 and 16 of the LSSICE, third party content is made available to all users, authorities, and law enforcement bodies collaborating directly on the withdrawal or blocking of all content that may affect or violate national or international law, third party rights or public morals and public order. In the event that the user considers there to be any content on the website that could be considered as such, please notify the website administrator immediately.

This website was revised and tested to enable its correct functioning. In principle, proper functioning can be guaranteed 365 days a year, 24 hours a day. However, the CONTROLLER does not rule out the possibility of there being certain programming errors, or that force majeure, natural disasters, strikes or similar circumstances may

occur that make accessing the website impossible.

IP Addresses

The website servers can detect automatically the IP address and the domain name used by the user. An IP address is a number assigned automatically to a computer when connected to the Internet. All of this information is recorded in a duly registered system log on the server that allows the subsequent processing of the data in order to obtain only statistical measurements that show us the number of page hits, the number of visits made to the web servers, the order of visits, the access point, etc.

4. APPLICABLE LAW AND JURISDICTION

Spanish law, to which the parties expressly submit themselves, will apply to all disputes or questions related to this website or the activities carried out on it, and the Courts and Tribunals closest to MANRESA shall be responsible for the resolution of all conflicts arising from or related to its use.

Privacy policy

WEBSITE: PRIVACY Policy

PRIVACY POLICY

1. USER INFORMATION

Who is the controller of your personal data?

TUNGALOY IBERICA, S.L. is the CONTROLLER of the USER's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD).

Why do process your personal data?

To maintain a commercial relationship with the user. The planned processing operations are:

- Sending commercial advertising communications by email, fax, SMS, MMS, social networks or by any other electronic or physical means, present or future, that make it possible to carry out commercial communications. These communications will be made by the CONTROLLER and will be related to their products and services, or those of their partners or suppliers with whom they have reached a promotion agreement. In this case, the third parties will never have access to personal data.
- Conduct market research and statistical analysis.
- Processing orders, requests, respond to queries or any type of request made by the USER through any of the contact methods available at the CONTROLLER's website.
- Send the online newsletter on news, offers and promotions in our activity.

Why can we process your personal data?

Because the processing is legitimised by article 6 of the GDPR as follows:

- With the USER's consent: sending commercial communications and the newsletter.
- In the legitimate interest of the CONTROLLER: conduct market research, statistical analysis, etc. and process orders, requests, etc. at the request of the USER.

For how long will we keep your personal data?

Data shall be stored for no longer than is necessary to maintain the purpose of the processing or for as long as there are legal prescriptions dictating their custody, and when such purpose is no longer necessary the data shall be erased with appropriate security measures to ensure the anonymization of the data or their complete destruction.

¿To whom do we disclose your personal data?

No communication of personal data to third parties is foreseen except, if necessary for the development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

What are your rights?

The rights of the USER are:

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority (www.aepd.es) if you consider that the processing does not comply with the current legislation.

Contact information for exercising rights:

TUNGALOY IBERICA, S.L.. C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona). E-mail: maica.moyano@tungaloy.es

2. COMPULSORY OR OPTIONAL NATURE OF THE INFORMATION PROVIDED BY THE USER

The USERS, by marking the corresponding boxes and entering data in the fields, marked with an asterisk (*) in the contact form or download forms, accept expressly and in a free and unequivocal way that their data are necessary for the supplier to meet their request, voluntarily providing their data in the remaining fields. The USER ensures that the personal data provided to the CONTROLLER are true and is responsible for communicating any changes to them.

The CONTROLLER informs that all data requested through the website are mandatory, as they are necessary for the provision of an optimal service to the USER. In the event that not all of the data is provided, there is no guarantee that the information and services provided will be completely adapted to the User's needs.

3. SECURITY MEASURES

That in accordance with the provisions of the current regulations on the protection of personal data, the CONTROLLER is complying with all the provisions of the GDPR and LOPDGDD regulations for processing the personal data for which they are responsible, and is manifestly complying with the principles described in Article 5 of the GDPR, by which they are processed in a lawful, fair and transparent manner in relation to the data subject and appropriate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

The CONTROLLER guarantees that all appropriate technical and organisational policies have been implemented to apply the security measures established by the GDPR and LOPDGDD in order to protect the rights and freedoms of USERS and has communicated the appropriate information for them to be able to exercise them.

For more information about privacy guarantees, you can contact the CONTROLLER through TUNGALOY IBERICA, S.L.. C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona). E-mail: maica.moyano@tungaloy.es

SOCIAL NETWORKS: PRIVACY Policy

PRIVACY POLICY IN SOCIAL NETWORKS

1. USER INFORMATION

Who is the controller of your personal data?

TUNGALOY IBERICA, S.L., hereinafter, **CONTROLLER**, informs the **USER** that he/she has proceeded to create a profile on the Social Networks Facebook, Instagram, Twitter, LinkedIn, Youtube, Vimeo and Google+, that he/she is the controller of the user's personal data processing that takes place on these social networks and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), providing the following information on the processing:

¿For what purpose do we process your personal data?

Purposes of the data processing: maintaining a relationship between the USER and the CONTROLLER which may include the following operations:

- Process requests and queries made to the data controller
- Report on activities and events organised by the data controller
- Inform about products or services offered by the data controller.
- Interact through official profiles.

¿Why can we process your personal data?

Legal basis of the processing: article 6.1.a GDPR, the data subject has given consent to the processing of his or her personal data for one or more specific purposes. The USER has a profile in the same social network and has decided to join the CONTROLLER's social network showing interest in the information published in it, therefore, at the time of requesting to follow our official profiles, gives us consent for the processing of those personal data published in their profile.

The USER can access at all times the privacy policies of the social network itself, as well as configure their profile to ensure their privacy

The CONTROLLER has access and processes the USER's public information, especially their contact name. These data are only used within the social network and will only be incorporated into a CONTROLLER's file when necessary to process the request of the USER.

For how long will we keep your personal data?

Data storage criteria: the data will be kept as long as the USER does not revoke the consent given, as indicated in this privacy policy.

To whom do we disclose your personal data?

Communication of data: the information provided by the USER through the CONTROLLER's social networks, including his/her personal data, may be published, always depending on the services that the USER uses, so that they may be publicly available to other third parties who are users of the social networks. From the profile of each social network, the USER can configure what

information he/she wants to make public in each case, see the permissions that have been granted, delete them or deactivate them, like any third party's application that you no longer want to use.

No communication of personal data to third parties out of the social network is foreseen except, if necessary for the development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

What are your rights?

Rights of the USER: they can only be exercised in relation to that information that is under the control of the CONTROLLER.

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority (www.aepd.es) if you consider that the processing does not comply with the current legislation.

Contact information for exercising rights:

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2. USE OF THE PROFILE

The CONTROLLER will carry out the following actions:

- Access to the public information of the profile.
- Publication in the profile of the USER of all the information already published in the CONTROLLER's social network.
- Sending personal and individual messages through the channels of the social network.
- Updates of the state of the page that will be published in the USER'S profile.

The USER can always control their connections, delete the contents that no longer interest them and define with whom they share their connections; to do so they must access their privacy settings.

3. PUBLICATIONS

The USER, once he/she is a follower or has joined the CONTROLLER's social network, may publish comments, links, images, photographs or any other type of multimedia content supported by the social network. The USER, in all cases, must be the owner of the published content, have the copyright and intellectual property rights or have the consent of affected third parties.

Any publication on the social network, be it texts, graphics, photographs, videos, etc., that threaten or are likely to threaten morals, ethics, good taste or decorum, and/or that infringe, violate or breach intellectual or industrial property rights, the right to the image or the Law, is expressly prohibited.

In these cases, the CONTROLLER reserves the right to immediately remove the content, without prior notice, and may request the permanent blocking of the USER.

The CONTROLLER shall not be held responsible for the contents freely published by a USER.

The USER must keep in mind that their publications will be known by other users, so they are the main responsible for their privacy.

The images that can be published in the social network will not be stored in any file by the CONTROLLER, but they will remain in the social network.

4. DATA ON MINORS OR PEOPLE WITH SPECIAL NEEDS

Access and registration through the CONTROLLER's social networks is prohibited to minors under the age of 18. On the other hand, if the USER is disabled, the intervention of the holder of their parental authority or guardianship will be necessary, or that of their legal representative by means of a valid document that accredits the representation.

The CONTROLLER will be expressly exonerated of any responsibility that may arise from the use of social networks by minors or disabled people. The CONTROLLER's social networks do not collect consciously any personal information from minors, therefore, if the USER is a minor, they must not register, nor use the CONTROLLER's social networks nor provide any personal information.



Forms

FORM: Consent for processing data LOPDGDD

1st LAYER (basic processing information)

DATA PROTECTION:

In accordance with data protection regulations, we provide , you with the following processing information:

Data controller: TUNGALOY IBERICA, S.L.

Purposes of the processing: maintaining a commercial relationship and sending communications of products or services

Related rights: access, rectification, portability, erasure, limitation and objection

More processing information in the [Privacy policy](#) (*link to the Privacy policy*)

I accept the processing of my data for the purpose of sending products or services communications

2nd 2nd LAYER (Privacy policy)

PRIVACY POLICY

1. USER INFORMATION

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- Sending commercial advertising communications by email, fax, SMS, MMS, social networks or by any other electronic or physical means, present or future, that make it possible to carry out commercial communications. These communications will be made by the CONTROLLER and will be related to their products and services, or those of their partners or suppliers with whom they have reached a promotion agreement. In this case, the third parties will never have access to personal data.
- Conduct market research and statistical analysis.
- Processing orders, requests, respond to queries or any type of request made by the USER through any of the contact methods available at the CONTROLLER's website.
- Send the online newsletter on news, offers and promotions in our activity.

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- With the USER's consent: sending commercial communications and the newsletter.
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requests, etc. at the request of the USER.

For how long will we keep your personal data?

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To whom do we disclose your personal data?

No communication of personal data to third parties is foreseen except legally obliged to do so or, if necessary for the development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

What are your rights?

The rights of the USER are:

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The CONTROLLER guarantees that all appropriate technical and organisational policies have been implemented to apply the security measures established by the GDPR and LOPDGDD in order to protect the rights and freedoms of USERS and has communicated the appropriate information for them to be able to exercise them.



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Cookies policy

COOKIES POLICY

INFORMATION ABOUT COOKIES

Due to the coming into force of the amendment to the «Law on Services of the Information Society» (LSSICE) established by Spanish Royal Decree 13/2012, it is mandatory to obtain the express consent of the user of all web pages that use non-essential *cookies* before browsing them.

WHAT ARE COOKIES?

Cookies and other similar technologies such as local shared objects, flash *cookies* or pixels, are tools used by Web servers to store and retrieve information about their visitors, as well as to enable the proper functioning of the site.

Through using these devices, the Web server is able to remember some data concerning the user, such as their preferences for viewing the server's pages, their name and password, products that interest them most, etc.

COOKIES AFFECTED BY, AND COOKIES EXEMPT FROM REGULATIONS

According to the EU directive, the *cookies* that require the user's informed consent are analysis, advertising and affiliation *cookies*, while technical cookies and those that are necessary for the operation of the website or the provision of services expressly requested by the user are exempt.

TYPES OF COOKIES

DEPENDING ON THE PURPOSE

- **Technical and functional *cookies*:** allow the user to navigate through a website, platform or application and the use of different options or services available in it.
- **Analysis *cookies*:** allow the controller to monitor and analyse the behaviour of the users of the websites they are linked to. The information collected by this type of *cookie* is used to measure the activity of the websites, application or platform and to carry out browsing profiling of the users of said sites, applications and platforms, with the purpose of introducing improvements in the analysis of the user data carried out by service users.
- **Advertising *cookies*:** allow management, in the most efficient way possible, of advertising spaces which, if applicable, the editor has included in a website, application or platform from where requested service is provided based on data such as the edited content or frequency with which advertisements are made.
- **Behavioural advertising *cookies*:** collect information on the user's personal preferences and choices (*retargeting*) in order to allow management, in the most efficient way possible, of the advertising spaces which, if applicable, the editor has included in a website, application or platform from where the requested service is provided.
- **Social *cookies*:** established by the social network platforms in the services to allow content to be shared with friends and networks. The social media platforms have the ability to track activity online outside the Services. This may affect the content and messages seen in other services used.
- **Affiliate *cookies*:** allow you to track visits through links from other websites, with which the website establishes

affiliate agreements (affiliate companies).

- **Security cookies:** store encrypted information to avoid the stored data in them being vulnerable to malicious attacks by third parties.

ACCORDING TO THE PROPERTY

- **Own cookies:** are sent to the user's terminal team from a team or power managed by the own editor and from where the requested service is provided by the user.
- **Third party cookies:** are sent to the user's terminal team from a team or power which is not managed by the editor, but by another body which processes data obtained through the cookies.

DEPENDING ON THE STORAGE PERIOD

- **Session cookies:** are a type of *cookie* designed to collect and store data as long as the user accesses a website.
- **Permanent cookies:** are a type of cookies where data continues to be stored in the terminal and may be accessed and processed for a period of time defined by the *cookie* controller, and that can range from a few minutes to several years.

PROCESSING OF PERSONAL DATA

TUNGALOY IBERICA, S.L. is the **Controller** of the personal data of the **Data Subject** and informs them that these data will be processed in accordance with the provisions of Regulation (EU) 2016/679, of 27 April 2016 (GDPR), and therefore the following information on the processing is provided:

Purposes of the data processing: as specified in the *cookies* section which are used on this website.

Legitimation of the processing: by consent of the data subject (art. 6.1 GDPR).

Data storage criteria: as specified in the *cookies* section used on the website.

Data communication: data will not be disclosed to third parties, except in cookies owned by third parties or under legal obligation.

Rights of the Data Subject:

- Right to withdraw consent at any time.
 - Right of access, rectification, portability and erasure of data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority (www.aepd.es) if you consider that the processing does not comply with current legislation.

Contact information to exercise their rights:

TUNGALOY IBERICA, S.L.. C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona). E-mail: maica.moyano@tungaloy.es

COOKIES USED ON THIS WEBSITE

COOKIES CONTROLLED BY THE EDITOR

Technical and functional

Property	Cookie	Purpose	Term
facebook.com	dpr	Necessary for the Facebook social plugin	in 7 days
facebook.com	presence	Cookie required to use website options and services	Sesión
facebook.com	spin	Cookie required to use website options and services	in 20 hours
facebook.com	wd	This cookie stores the browser window dimensions and is used by Facebook to optimise the rendering of the page.	in 7 days
linkedin.com	aam_uuid	Cookie required to use website options and services	in a month
linkedin.com	AMCV_14215E3D5995C57C0A495C55%40AdobeOrg	Cookie required to use website options and services	in 6 months
linkedin.com	AMCVS_14215E3D5995C57C0A495C55%40AdobeOrg	Cookie required to use website options and services	Sesión
linkedin.com	AnalyticsSyncHistory	Cookie required to use website options and services	in a month
linkedin.com	lang	Saves language preferences of user for a website	Sesión
linkedin.com	li_gc	Cookie required to use website options and services	in 2 years
linkedin.com	li_mc	Cookie required to use website options and services	in 2 years
linkedin.com	liap	Cookie required to use website options and services	in a year
linkedin.com	lms_ads	Cookie required to use website options and services	in a month
linkedin.com	lms_analytics	Cookie required to use website options and services	in a month
linkedin.com	UserMatchHistory	Cookie required to use website options and services	in a month
tungaloy.com	__cfduid	The '__cfduid' cookie is set by the CloudFlare service to identify trusted web traffic. It does not correspond to any user id in the web application, nor does the cookie store any personally identifiable	in a month
tungaloy.com	_gat_gtag_UA_49534014_2	Cookie required to use website options and services	Sesión

Analytics

Property	Cookie	Purpose	Term
linkedin.com	_ga	ID used to identify users	in 2 years
linkedin.com	_gid	ID used to identify users for 24 hours after last activity	in 22 hours
tungaloy.com	_ga	ID used to identify users	in 2 years



tungaloy.com	_gid	ID used to identify users for 24 hours after last activity	in 22 hours
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Marketing

Property	Cookie	Purpose	Term
doubleclick.net	IDE	This cookie is used for targeting, analyzing and optimisation of ad campaigns in DoubleClick/Google Marketing Suite	in a year
facebook.com	c_user	Used in conjunction with the xs cookie to authenticate your identity to Facebook. Contents: User ID	in a year
facebook.com	dtr	Used to prevent creation of fake / spammy accounts. Dtr cookie is associated with a browser, not individual people.	in 2 years
facebook.com	fr	Contains a unique browser and user ID, used for targeted advertising.	in 3 months
facebook.com	locale	This cookie contains the display locale of the last logged in user on this browser. This cookie appears to only be set after the user logs out. The locale cookie has a lifetime of one week.	in 7 days
facebook.com	sb	Facebook browser identification, authentication, marketing, and other Facebook-specific function cookies.	in 2 years
facebook.com	xs	Used in conjunction with the c_user cookie to authenticate your identity to Facebook. Contents: Session ID, creation time, authentication value, secure session state, caching group ID	in a year
linkedin.com	_gcl_au	Used by Google AdSense for experimenting with advertisement efficiency across websites using their services.	in 3 months
linkedin.com	bcookie	Used by LinkedIn to track the use of embedded services.	in 2 years
linkedin.com	lidc	Used by the social networking service, LinkedIn, for tracking the use of embedded services.	in 20 hours

THIRD PARTY COOKIES

Third-party services are beyond the control of the editor. Suppliers may at any time modify their service conditions, the purpose and use of cookies, etc.

External suppliers of this website:

Editor	Privacy Policy
Cloudflare	https://www.cloudflare.com/privacypolicy/
DoubleClick/Google Marketing	https://privacy.google.com/take-control.html
Facebook	https://www.facebook.com/about/privacy/
Facebook	https://www.facebook.com/policies/cookies/
Google Analytics	https://privacy.google.com/take-control.html
Google	https://privacy.google.com/take-control.html
LinkedIn	https://www.linkedin.com/legal/privacy-policy?_l=nl_NL

COOKIES CONFIGURATION PANEL

From this panel the user will be able to configure the cookies that the website can install in their browser, except for the technical or functional cookies that are necessary for browsing and using the different options or services that are offered.

[Cookie panel](#)

HOW TO MANAGE COOKIES FROM YOUR BROWSER	
Delete cookies from your device	Cookies that are already on a device can be deleted by clearing the browser history, thus deleting the cookies from all websites visited. However, some of the saved information (e.g. login data or website preferences) may also be lost.
Manage site specific cookies	For more precise control of site specific cookies, users can adjust their privacy settings and cookies in their browser.
Blocking cookies	While most modern browsers can be configured to prevent cookies from being installed on a device, this may require the manual adjustment of certain preferences each time a site or page is visited. In addition, some services and features may not work properly (for example, profile logins).
HOW TO DELETE COOKIES FROM MOST COMMON BROWSERS	
Chrome	http://support.google.com/chrome/answer/95647?hl=es
Internet Explorer. Version 11	https://support.microsoft.com/es-es/help/278835/how-to-delete-cookie-files-in-internet-explorer
Firefox. Version 65.0.1	https://www.mozilla.org/es-ES/privacy/websites/#cookies
Safari Version 5.1	https://support.apple.com/es-es/guide/safari/sfri11471/mac
Opera	https://help.opera.com/en/latest/security-and-privacy/#clearBrowsingData

COOKIES CONSENT PANEL “PD COOKIE CONSENT”

1. Functionality that inserts a cookie consent panel and blocks items that might insert cookies

«*PD Cookie Consent*» is a JavaScript library through which it is intended to facilitate the blocking of those elements of the DOM that could embed cookies and allows the website’s technician to insert a pop-up window (banner) that warns the visitor of the existence of cookies, as well as providing a way to manage those elements that could generate them, blocking them and preventing them from being generated until they are subsequently unblocked by the visitor.

2. How do we insert the library in our website?

VERY IMPORTANT

STEP 1: insert the following library and its styles between the tags so that the library script overrides any other script that might be between the mentioned tags:

```
<head>...</head>
```

If this step is not performed as described, «*PD Cookie Consent*» will not work properly.

```
<link rel="stylesheet" href="https://pdcc.gdpr.es/pdcc.min.css">
<script charset="utf-8" src="https://pdcc.gdpr.es/pdcc.min.js"></script>
<script type="text/javascript">
  PDCookieConsent.config({
    "brand": {
      "dev" : true,
      "name": "ATENEU PRIVACY DRIVER",
      "url" : "https://ateneu.eu",
      "websiteOwner" : ""
    },
    "cookiePolicyLink": "https://subs.tungaloy.com/es/cookie-policy/",
    "hideModalln": ["https://subs.tungaloy.com/es/cookie-policy/"],
    "styles": {
      "primaryButton": {
        "bgColor" : "#A1FFA1",
        "txtColor": "#036900"
      },
      "secondaryButton": {
        "bgColor" : "#EEEEEE",
        "txtColor": "#333333"
      }
    }
  });
</script>
```

VERY IMPORTANT

STEP 2: in case it does not exist, insert the URL of the Cookie Policy between the quotes of the following tags to show the direct access with all the information about the cookies:

```
"cookiePolicyLink": "http://.....",
"hideModalIn": ["http://....."],
```

If this step is not performed as described, the consent banner will not be legitimate.

NOTE: If the website has been developed through a CMS such as WordPress, Ghost, Shopify, Magento, Prestashop, Joomla, Drupal or similar it is important to make sure that Step 1 is also fulfilled.

In case of using a CMS, the best option and the one that will allow us to fulfill Step 1 safely is to modify the theme or templates of the website, for example, in the case of WordPress, creating a «child theme».

See the developer documentation provided by these platforms.

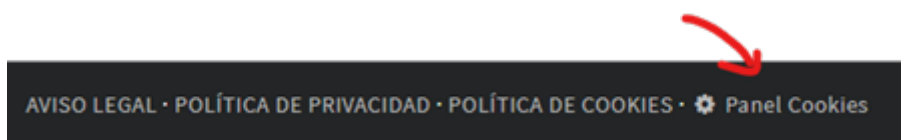
VERY IMPORTANT

STEP 3: the library offers a CSS property to access the banner when it has been closed and any element containing it will act as a button to open the panel.

We only have to choose any element of the DOM, such as a link, and insert the property (class="pdcc-open-modal").

```
<a href="#" class="pdcc-open-modal">Panel Cookies</a>
```

Once the visitor clicks on the link, or on another element containing the property above mentioned, the Settings view of the «PD Cookie Consent» panel will open.

**3. How does «PD Cookie Consent» work?**

When a visitor accesses the website, the «PD Cookie Consent» library observes each of the existing elements on the page visited and, if any of these meet the necessary requirements to be blocked, it is blocked.

Once all the elements of the page have been observed, the library will display the «PD Cookie Consent» panel and will generate a session cookie named «pd_cc» that is necessary for the correct functioning of the page.

NOTE: The «panel» will not automatically appear when there are only technical and functional cookies. In order for the «panel» to appear, it is necessary that either the library has blocked some element that could insert cookies, or the "PDCookieConsent.blockList()" method has been used, which is detailed in section 3 of the Technical Documentation.



In the first view of the panel, the website visitor will be able to:

1. Read the notice that informs about cookies.
2. Click on the «Cookie Policy» link.
3. Accept all cookies from the website by clicking «Accept».
4. Go to the configuration view by clicking on «Configure».
5. Close the panel.

If the website visitor clicks on the «Configure» button, he/she will get a new view:

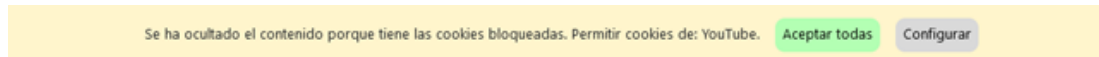


In the configuration view the visitor will be able to:

1. Go back to the previous view by clicking the «<- Go back» link.
2. Display the list of all the domains not allowed, being able to:
 - Accept them independently.
 - Reject them independently.
 - Display those that are new and were not in the list on an old display. The text «(new)» appears next to it.
3. Accept all domains at once by clicking on the «Accept all» button.
4. Reject all domains at once by clicking on the «Reject all» button.
5. Save the changes made using the «Save configuration» button.

4. Information messages about blocked items

In addition to the «PD Cookie Consent» panel, the library also provides a **message** that will appear at the top of the website and will **inform the visitor of the visual elements that have been blocked** and are therefore not being displayed.



When this message appears, the visitor will be able to:

- Find out what content has been blocked and is not being displayed, including the list of blocked items (in the case of the image provided, YouTube).
- The following actions can be taken with regard to the list of blocked items:
 - Accept all the blocked elements of the visited page by clicking on «Accept all», unblocking them in the rest of the website (if appropriate). **Once the button is clicked, the message will disappear.**
 - Open the configuration view by clicking on the «Configure» button, being able to perform any of the actions already mentioned in this document.

VERY IMPORTANT

The «**message**» mainly states the blocked «*iframes*».

In order to take «*script*» into account, it is necessary to define the «*report*» property with the value «*true*» in «*PDCookieConsent.blockList()*». For more information, see section «3. Blocking elements of the DOM to prevent them from generating cookies» of the technical information document.

NOTE: The «**message**» will only appear on those pages where there are elements that have been blocked and affect the visual aspect or the functionalities of the website.

5. Technical information

To understand how the «PD Cookie Consent» library works it is important to know that it does not capture or block any type of Cookie. «PD Cookie Consent» does not manage cookies, it manages those elements that are responsible for inserting cookies on the website (*iframes*, *scripts* and *noscripts*), all described in the technical documentation.

When a website is loaded in the browser, it generates some elements that are responsible for providing functionality, displaying images, videos, etc. It is through these elements that a multitude of cookies of all types are generated and installed.

During the loading process of the website, the library observes each of the elements that are loaded. As soon as one of these loaded elements corresponds to an *iframe*, *script* and *noscript*, the library starts an analysis process.

If the analysed item contains a prohibited text string, it is locked to prevent loading. The intention is to avoid their loading by not to allow cookies to be inserted on the website without the user's consent. This is why when «PD Cookie Consent», for example, blocks a YouTube video, it is not displayed until the website visitor allows the blocked element to be activated, in this case, an *iframe*.

The text strings that facilitate the automatic blocking of elements are defined in the library itself. You can also define

your own strings through a method to be inserted by the website developer; this last step is ideal to block those elements that the library has not detected and to unblock those that the library blocks and it is not necessary to do so.

MORE INFORMATION

[Click here](#) for technical information on the configuration of the «script».

If you have any doubt or question about this document, please contact **ATENEU PRIVACY CONSULTING**



E-commerce

E-COMMERCE (PRODUCTS). General contracting terms and conditions

GENERAL TERMS AND CONDITIONS

Introduction

This contractual document will govern the General Conditions for contracting products or services (hereinafter, «Conditions») through the website tungaloy.es, owned by TUNGALOY IBERICA, S.L., hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions can be modified at any time. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws of the countries to which it sends its products and reserves the right to unilaterally modify the conditions, without affecting the goods or promotions acquired prior to the modification.

Identity of the contracting parties

On one part, the PROVIDER of the products or services contracted by the USER, TUNGALOY IBERICA, S.L., whose registered address is at C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona), TIN B65084881 and telephone number for customer/USER service 93 113 13.

And on the other part, the USER, registered on the website by means of a user name and password, who is fully liable for the use and safeguarding of which and for the truthfulness of the personal data submitted to the PROVIDER.

Purpose of the contract

The purpose of this contract is to regulate the contractual trade relationship between the PROVIDER and the USER, which arises when the USER accepts by ticking the corresponding box during the online contracting process.

The contractual trade relationship involves the delivery of a specific product or service, in exchange for a certain price which is publicly displayed on the website.

Contracting procedure

The USER, in order to access the products services offered by the PROVIDER, **must be an adult** and **register on the website by creating a user account**. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data as detailed in the Legal Notice and Privacy Policy found on this website.

The USER selects a user name and password, committing to use them diligently and to not make them available to third parties, as well as to inform the PROVIDER of their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Shipment of orders.
3. Right of withdrawal.
4. Claims.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment method, expenses and discounts.
11. Purchase process.
12. Applicable warranties.
13. Guarantees and returns.
14. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing an order with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

2. SHIPMENT OF ORDERS

The PROVIDER will not ship any order or activate any service until it has been verified that payment has been made.

Shipment of goods will usually be made using **EXPRESS COURIER (POSTAL EXPRESS, SEUR, UPS, STD, etc.)**, according to the destination indicated by the USER.

Failure to carry out the remote contract

Delivery dates or times are approximate and delays do not constitute a fundamental breach. In the event that the PROVIDER has not delivered the goods within 30 days of the agreed delivery date, due to the unavailability of the product or service, the USER must be informed and will be entitled to cancel the order and will receive a refund of the total amount paid at no additional cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The delivery period is usually between **2 and 5 working days**, depending on the delivery location and payment method chosen. This period is provided that the goods have been confirmed as available and the full payment of the order has been verified.

The PROVIDER will not accept any liability if the delivery of the product or service is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

The delivery shall be deemed to have taken place when the USER has received the products from the courier and the USER, or their representative, has signed a document confirming receipt of the delivery.

It is the USER's responsibility to check the products upon receipt and ensure that everything claimed in the delivery receipt document can be justified.

In the event that the contract does not involve the physical delivery of a product, but an activation of some services, being these directly downloaded from the website, the PROVIDER will inform the USER in advance of the procedure to be followed in order to download the product.

3. RIGHT OF WITHDRAWAL

The USER has the same rights and period to return and/or report possible flaws or defects in the online products or services as they do for offline products or services.

The USER has a period of fourteen calendar days from the date of receipt of the product to return it (Article 71 of Spanish Law 3/2014 of 27 March). Unless the return is made due to defects in the product, shipping costs will be paid for by the USER. The product must be returned in its original packaging and in perfect condition and, if a service is provided, on the day of activation and/or download.

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

1. If the product is not returned in perfect condition.
2. If the product packaging is not the original or is not in perfect condition. The original packaging must be used to protect the product so that it arrives in perfect condition, and applying seals and adhesive tapes directly to the product is prohibited.
3. When the product is opened without proof of having been used.
4. In the case of software applications that are directly downloaded through the portal or unsealed by the USER after

their physical delivery.

5. In the case of personalised products or products that, for hygiene reasons or other legally established exceptions legally provided for in Article 103 of Law 3/2014 of 27 March.

6. In the provision of products whose price depends on fluctuations in the financial market which the PROVIDER cannot control and which may occur during the withdrawal period.

7. In the provision of products made according to the specifications of the USER or clearly personalised.

8. In the provision of products that may deteriorate or expire quickly.

The PROVIDER must be informed of any return, with the **request for a return number through the form provided for this purpose, or by emailing info@tungaloy.es**, indicating the corresponding invoice number or order number.

Once the USER has received the return number, they will send the product, indicating this number in the delivery note, covering the shipping costs themselves, to the PROVIDER at TUNGALOY IBERICA, S.L., C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona).

4. COMPLAINTS

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

Postal address: TUNGALOY IBERICA, S.L., C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona)

Telephone: 93 113 13

Email: info@tungaloy.es

Online Dispute Resolution (ODR)

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free online access platform for the resolution of conflicts between the USER and the PROVIDER without the need to resort to courts of law, through the intervention of a third party called the Dispute Resolution Body, which acts as an intermediary between them. This is a neutral body which will consult both parties in order to reach an agreement, and may ultimately 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 fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

6. COMPETENCY

The USER may not assign, transfer or transmit the rights, responsibilities and obligations agreed in the purchase.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these Conditions in their entirety.

7. GENERAL INFORMATION OF THE OFFER

All sales and deliveries made by the PROVIDER are subject to these Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of TUNGALOY IBERICA, S.L. or stipulated herein shall take effect, unless expressly agreed in writing and signed by the PROVIDER, in which case, these particular agreements shall prevail.

Given the continuous technical advances and product improvements, the PROVIDER reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as this does not affect the value of the products offered. These changes shall also apply in the event that, for any 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 any other applicable taxes. These prices, unless expressly stated otherwise, do not include shipping, handling, packaging, insurance or any other additional services and attachments to the product or service purchased.

The prices applicable to each product are those published on the website and shall be shown in **Euros**. The USER accepts that the economic valuation of some of the products may vary in real time.

Before making your purchase, you can check all details of the estimate online: items, quantities, price, availability, shipping costs, charges, discounts, taxes and the total amount of the purchase. Prices may change daily as long as the order has not been placed.

Once the order has been placed, prices will be maintained regardless of whether the products are available.

Any payment made to the PROVIDER entails sending an invoice in the name of the registered USER or of the company name that they indicated while placing the order. This invoice will be sent with the purchased product, as well as in PDF format to the email address provided by the USER.

For any information about the order, the USER may contact the PROVIDER's customer service by calling 93 113 13 or by emailing info@tungaloy.es.

9. SHIPPING COSTS

The prices do not include shipping or communication expenses, installation or download or additional services, unless expressly agreed otherwise in writing.

Shipping costs will be calculated when saving the basket or estimate, since they are calculated by the weight of the products and the delivery address.

The maximum shipping rate applied is as follows:

Spain up to 2 kg: €

Spain > 2 kg up to 10 kg: €

Spain > 10 kg: €

Outside of Spain up to 2 kg: €

Outside of Spain > 2 kg up to 10 kg: €

Out of Spain > 10 kg: €

10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER accepts the following payment methods for orders:

- **Bank transfer:** apply a discount of % for prompt payment.
- **Cash on delivery:** apply a charge of % (minimum 3 €) as a collection fee. Payment will not be accepted if it exceeds..... €.
- **Credit card:** no discounts or fees applied. Payment by credit card will not be accepted if it exceeds..... €.

Security measures

The website uses generally accepted information security techniques within the industry, such as firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the user/client agrees that the provider will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

11. PURCHASE PROCESS

Basket (budget simulation)

Any product from our catalogue can be added to the basket. In the basket you can only view the products, quantity, price and total cost. Once the basket has been saved, the taxes, charges and discounts will be calculated according to the payment and shipping details entered.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - Confirm billing details.
2. - Confirm shipping address.
3. - Select payment method.
4. - Place your order (buy).

Once the order has been processed, the system instantly sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

Orders (purchase requests)

Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the order and the approximate date of shipment and/or delivery.

12. APPLICABLE GUARANTEES

All products offered on the website are completely original, unless otherwise stated in their description. They all have a two-year warranty period in accordance with the criteria and conditions described in the Spanish Royal Legislative Decree 1/2007 of 16 November, approving the revision of the General Law for the defence of consumers and users and other complementary laws.

13. GUARANTEES AND REFUNDS

The guarantee of the products offered will respond to the following articles based on the 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:

Article 114. General principles.

The seller is obliged to deliver to the consumer and user products which conform to the contract, and is liable to the consumer and user for any lack of conformity which exists at the time of delivery of the product.

Article 115. Scope of application.

1. This title covers contracts for the sale of products and contracts for the supply of products to be produced or manufactured.
2. The provisions of this Title shall not apply to products purchased through judicial sale, to water or gas, where they are not packaged for sale in a limited volume or set quantity, and to electricity. Neither shall it be applicable to second-hand products acquired at administrative auction which may be attended in person by consumers and users.

Article 116. Conformity of products with the contract.

1. Unless there is proof to the contrary, products shall be deemed to conform with the contract provided that they fulfil all the requirements set out below, unless the circumstances of the case deem any of them inapplicable:
 - a) They comply with the description given by the seller and possess the qualities of the product which the seller has held out to the consumer as a sample or model.
 - b) They are fit for the purposes for which such products are usually intended.
-

c) They are fit for any special use required by the consumer and user if they have informed the seller of this when the contract is executed, provided that they have accepted that the product is fit for such use.

d) They show the quality and performance which are normal in products of the same type and which the consumer and user can reasonably expect, given the nature of the product and taking into account any public statements on the specific characteristics of the products made about them by the seller, the producer or his representative, particularly in advertising or on labelling. The seller shall not be bound by such public statements if he proves that he was not aware and could not reasonably be expected to be aware of the statement in question, that the statement had been corrected at the time of the conclusion of the contract or that the statement could not have influenced the decision to purchase the product.

2. Non-conformity resulting from incorrect installation of the product will be deemed equivalent to non-conformity of the product when the installation is included in the sales or supply contract regulated by Article 115.1 and has been carried out by the seller or under his responsibility, or by the consumer and user when the defective installation is due to an error in the installation instructions.

3. No liability shall arise for lack of conformity which the consumer or user was aware of or could not reasonably have been unaware of at the time of conclusion of the contract or which arises from materials supplied by the consumer and user.

Article 117. Incompatibility of actions.

The exercise of the actions contemplated in this title shall be incompatible with the exercise of the actions derived from the reorganisation due to hidden defects in the purchase and sale.

In any case, the consumer and user will have the right, in accordance with civil and commercial legislation, to be compensated for damages resulting from the lack of conformity.

Article 118. Responsibility of the seller and rights of the consumer and user.

The consumer and user has the right to have the product repaired, replaced, the price reduced or the contract terminated, in accordance with the provisions of this title.

Article 119. Repair and replacement of the product.

1. If the product is not in accordance with the contract, the consumer and user may choose to demand its repair or replacement, unless one of these options is objectively impossible or disproportionate. As soon as the consumer and user informs the seller of the chosen option, both parties must abide by it. The consumer and user's decision is without prejudice to the provisions of the article below, in the event that the repair or replacement fails to bring the product into compliance with the contract.

2. Any form of remedy that imposes unreasonable costs on the seller in comparison with the other form will be considered disproportionate, taking into account the value the product would have if there were no lack of conformity, the significance of the lack of conformity and whether the alternative form of remedy could be carried out without major inconvenience to the consumer and user.

In order to determine whether the costs are unreasonable, the costs for one form of remedy must also be considerably higher than the costs for the other form of remedy.

Article 120. Legal regime for the repair or replacement of the product.

Repair and replacement shall comply with the following rules:

- a) They will be free of charge for the consumer and user. This shall include the necessary costs incurred in remedying the non-conformity of the products with the contract, in particular shipping costs, as well as labour and material costs.
- b) They shall be completed within a reasonable time and without any significant inconvenience to the consumer and user, taking account of the nature of the products and the purpose for which the consumer and user required them.
- c) Repairs suspend the time periods referred to in Article 123. The suspension period shall begin from the time the consumer and user makes the product available to the seller and shall end with the delivery of the repaired product to the consumer and user. During the six months following the delivery of the repaired product, the seller will be liable for the faults that led to the repair, being presumed to be the same faults when defects of the same origin as those initially stated are reproduced in the product.
- d) If once the repair has been concluded and the product has been delivered, it still does not comply with the contract, the consumer and user may demand the replacement of the product, unless this option is disproportionate, the reduction of the price or the cancellation of the contract under the terms envisaged in this chapter.
- e) Replacement suspends the periods referred to in Article 123 from the exercise of the option by the consumer and user until the delivery of the new product. The second paragraph of Article 123.1 shall in any case apply to the replacement product.
- f) If the replacement fails to bring the product into conformity with the contract, the consumer and user may demand that the product be repaired, unless this option is disproportionate, the reduction of the price or the cancellation of the contract under the terms provided in this chapter.
- g) The consumer and user may not demand substitution in the case of non-fungible products, or in the case of second-hand products.

Article 121. Price reduction and contract termination.

The price will be reduced and the contract terminated, at the choice of the consumer or user, if the latter is unable to demand repair or replacement and if these have not been carried out within a reasonable time or without major inconvenience for the consumer and user. The decision shall not apply when the non-conformity is of minor importance.

Article 122. Price reduction criteria.

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

Article 123. Timing.

1. The seller shall be liable for any non-conformity which becomes apparent within two years of delivery. In the case of second-hand products, the seller and the consumer and user may agree on a shorter period, which may not be less than one year from delivery.

Unless proved otherwise, any lack of conformity which becomes apparent within six months of the delivery of the product, whether new or second-hand, shall be presumed to have existed at the time when the goods were delivered, unless this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

2. Unless proven otherwise, delivery shall be considered to have occurred on the day indicated on the invoice or purchase ticket, or on the corresponding delivery note if this is later.

3. The seller is obliged to deliver to the consumer or user who exercises his right to repair or replacement documentary evidence of the delivery of the product, stating the date of delivery and the lack of conformity that gives rise to the exercise of the right.

Similarly, together with the repaired or replaced product, the seller shall provide the consumer or user with documentary evidence of the delivery, including the date of delivery and, where appropriate, the repair carried out.

4. The action to claim compliance with the provisions of chapter II of this title shall expire after three years from the delivery of the product.

5. The consumer and user must inform the seller of the lack of conformity within two months of becoming aware of it. Failure to comply with this deadline will not imply the loss of the right to the corresponding remedy, the consumer and user being responsible, however, for the damages or losses actually caused by the delay in communication.

Unless proven otherwise, it shall be understood that the consumer and user has communicated the non-conformity within the established period.

Article 124. Action against the manufacturer.

If it is impossible or too inconvenient for the consumer and user to contact the seller regarding the non-conformity of the products covered by the contract, they may claim directly from the manufacturer in order to obtain the replacement or repair of the product.

In general, and without prejudice to the fact that the producer's liability shall cease, for the purposes of this title, within the same periods and under the same conditions as those laid down for the seller, the manufacturer shall be liable for the lack of conformity when it concerns the origin, identity or suitability of the products, in accordance with their nature and purpose and with the rules governing them.

Whoever has responded to the consumer and user will have a period of one year to repeat the complaint against the person responsible for the lack of conformity. This period is calculated from the time when the problem is remedied.

14. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. The PROVIDER and the USER agree to submit any dispute that may arise from the provision of the products or services covered by these Terms and Conditions to the courts and tribunals of the USER'S place of residence.

E-COMMERCE (INFORMATION) Information on guarantees for the sale of consumer goods

Goods regulated by law

The Guarantees Law applies to personal property, i.e. consumer goods ranging from household appliances to vehicles, including furniture, objects of all kinds, including works of art. By their very nature, services and real estate are exempt. The Law excludes sales and purchases between individuals.

For new consumer goods the guarantee will be for two years, while for second-hand products the guarantee will be for one year. During the first six months of a new product's warranty, it is assumed that the damage is caused at the factory and the seller must bear all the costs of repair, as well as parts, transport and work hours. The warranty period is suspended while the product or object is being repaired.

Product in good condition

The law considers that a consumer must be satisfied with the product purchased if they meet the following requirements: that the product meets the description given by the seller and has the features displayed by a demonstration or model. It should also be used for what is indicated in the instruction book, as well as in any verbal instructions given by the seller or in a demonstration video. Common use of the product also includes what can be seen in advertising, indications that appear on a label, or a use that is a result of the features of the product itself. If the consumer has requested a special use and the seller has assured them that the goods purchased will be offered to them, they must be. In addition, the product being purchased must be of appropriate quality and performance. Therefore, a pressure cooker must cook faster than a traditional pot.

Application of the Law

The Law binds the sellers of consumer goods on the one hand, and the consumers as final recipients on the other. In other words, contracts between private individuals are excluded, since the contract only provides for the sale and purchase between a professional seller and a consumer.

It applies whenever a consumer good is purchased, i.e. any object or product for private consumption. Property acquired in a judicial sale (auction of confiscated property) is excluded. The distribution of unpackaged water or gas for sale is not subject to this law either.

Claim in case of product failure

The first person responsible for the product is the seller. However, the consumer can go directly to the manufacturer or importer if going to the seller is an inconvenience. For example, if during a holiday away from home you purchase a digital camera that does not correspond to what was offered in the store, it is easier for the consumer to go to the manufacturer or importer rather than to the establishment where it was bought.

When the product's features do not correspond with those advertised, the consumer may choose to have the goods repaired or replaced, unless this is impossible or disproportionate. If repair or replacement is not possible or is disproportionate, the consumer may opt for an appropriate reduction in the price or for the termination of the contract, i.e. a refund.

The consumer may not request a replacement in the case of second-hand goods or goods which cannot be replaced. For example, replacement cannot be requested if the goods are no longer manufactured or stocked, if a second-hand vehicle is purchased, or if, because of the impossibility of doing so, the goods are an exclusive work of art, antique or clothing design. Replacement will be disproportionate where a small defect is easily or simply repaired. Repair will be disproportionate when it is uneconomical, i.e. more expensive than the value of the good.

Claim periods

The consumer must report the fault within two months of its detection. In this sense, if the problem has arisen within six months of the purchase of the product, the seller must enforce the guarantee, since within that period of time it is assumed that the problem comes from the factory. However, if those six months have elapsed, it is the consumer who must prove that the fault is from the factory and that it was not caused by misuse of the product.

The Law establishes that during the six months following delivery of the repaired goods, the seller will be liable for the faults that caused the repair, assuming that it is the same fault when defects of the same origin as those initially repaired reoccur. In order to be able to enforce this repair guarantee, the consumer must keep the proof of the repair and technical service that was given when the product was repaired.

Failure after repair or replacement

The Law provides for the following possibilities: If the consumer chose to replace a faulty product, they may ask the seller to repair it, provided it is not disproportionate, to reduce the price or to refund the money. On the other hand, if the first choice was to repair the product failure, the consumer may demand an exchange, a reduction in the price or a refund of all the money paid.

However, the Law does not specify the amount or type of price reduction that the seller must offer the consumer if that is the chosen option. Thus, both parties involved in the purchase must reach an agreement that satisfy both parties.

Refusal to repair, reduce price or return money

If it is still within the first six months, a repair must be requested, as well as a Complaint Form, and insist until reaching trial. It is presumed that there was a fault. But if the first six months have already passed, the opposite is the case. It is the consumer who must prove that the product was purchased with the fault.

In any case, the consumer will have to negotiate, and if they do not agree with the discount offered by the seller they can turn to an appraiser to determine the price of the product after the repair and request a price reduction in that sense.

Instruction booklet and poor installation

If a consumer misuses a product because the instruction booklet is incorrect, the guarantee law protects the consumer and may demand repair or replacement of the product. Likewise, the seller is also responsible if the failure is due to a bad installation caused by incorrect instructions in the manual or by the technicians sent by the seller.

In case of repair or transfer to a technical service centre, ¿what must the consumer pay?

Nothing. During the period in which the warranty is effective, the seller or manufacturer must bear the cost of travel, parts and repair time. Additionally, the guarantee period is suspended for as long as the product remains in service. In other words, the clock is not ticking. On the other hand, in addition to demanding the guarantee to be applied (repair, exchange, price reduction or refund), the consumer can claim compensation for damages resulting from the fault and repair time. For example, if a user purchases a refrigerator and it breaks down within a week of purchase, in addition to requesting the guarantee to be applied, the user can demand compensation for the food that has broken down due to the malfunctioning of the appliance.

Commercial guarantee

The commercial guarantee is that which the manufacturer, distributor or seller gives and which must always exceed that offered by law, since this is understood by the consumer to be the minimum required. It is also a marketing tool



for businesses. However, this guarantee must meet certain requirements, such as making clear what it applies to, the object or product that has such guarantee, and the name and address of the person offering it.

RIGHT OF WITHDRAWAL

For the attention of:

Name: TUNGALOY IBERICA, S.L.

TIN: B65084881

Address: C. Miquel Servet, 43B Nau 7, - 08243 MANRESA (Barcelona)

Town: MANRESA

Telephone number: 93 113 13

Email: info@tungaloy.es

Details of the goods/services to be withdrawn:

N.º of contract/order/invoice:

Contract/order/invoice date:

Date of receipt of the product/service:

Description of the product/service:

Customer details:

Name:

Address:

Town:

* Telephone:

* Email:

(* non-mandatory data)

Right of withdrawal:

You may exercise the right of withdrawal within the period of 14 days established by law from the day following the date of a service contract or the day receiving a product.

In accordance with Article 71 of the Spanish Law 3/2014, of 28 March, which modifies the revised text of the Spanish General Law for the Defence of Consumers and Users and other complementary laws, I hereby inform you that I am withdrawing from the contract for the sale of the goods/services described above within the specified period, and I would therefore be grateful if you could contact me using the contact details provided to notify me confirming that the request has been received.

Date of request:

Customer signature: