

CONCEPTO DE SALUD, SLU
B06782767
calle Cantarerias 1, P.I. Tres Hermanas Ampliación,
03680 Aspe (Alicante), España
Telefono: +34613156390
Email: es.info@coral-club.com

Terms and Conditions

1. Introduction

This contractual document regulates the General Conditions applicable to the purchase of products (hereinafter, the “Conditions”) through the website es.coral.club, managed by CONCEPTO DE SALUD SLU, operating under the trade name CORAL CLUB (hereinafter, the PROVIDER), whose contact details are available in the “Legal Notice” section of this website.

These Conditions will remain published on the website and available to the USER for reproduction and storage as confirmation of the contract and may be modified at any time by the PROVIDER. The USER is responsible for reviewing them periodically, as the Conditions in force at the time the order is placed shall apply.

Except in cases expressly provided for by the Civil Code, the Commercial Code, or other special laws, contracts shall not be subject to any specific formal requirements.

Acceptance of this document implies that the USER:

- Has read, understands and accepts the provisions set forth herein.
- Is a person with sufficient legal capacity to enter into a contract.
- Assumes all obligations set forth herein.

These Conditions shall have an indefinite period of validity and shall apply to all contracts concluded through the PROVIDER’s website.

The PROVIDER informs that it operates in compliance with the applicable legislation of the countries to which the products are shipped and reserves the right to unilaterally modify these Conditions, provided that such modifications shall not affect goods or promotions purchased prior to the amendment.

Identification of the contracting parties

On the one hand, the PROVIDER of the products contracted by the USER is CONCEPTO DE SALUD SLU, with registered office at c/Cantarerias 1, P.I.Tres Hermanas Ampliación, 03680 Aspe (Alacant), NIF B06782767, and customer/USER service telephone number: 966394154.

On the other hand, the USER, registered on the website by means of a username and password, for which they bear full responsibility for use and safekeeping, and who is responsible for the accuracy of the personal data provided to the PROVIDER.

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Purpose of the contract

This contract regulates the contractual relationship of sale arising between the PROVIDER and the USER at the moment when the latter accepts the corresponding condition during the online contracting process.

The contractual relationship of sale entails the delivery of a specific product in exchange for a determined price publicly displayed on the website.

Contracting procedure

In order to access the products or services offered by the PROVIDER, the USER must be of legal age and register on the website by creating a user account. For this purpose, the USER shall freely and voluntarily provide the required personal data, which will be processed in accordance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data, as detailed in the Legal Notice and Privacy Policy of this website.

The USER shall choose a username and password, undertaking to use them diligently and not to make them available to third parties, and to notify the PROVIDER without delay of their loss or theft or any possible unauthorized access by a third party so that immediate blocking may take place.

Once the user account has been created, it is hereby informed that, in accordance with Article 27 of Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE), the contracting procedure shall follow these steps:

- General contracting clauses.
- Shipping and delivery of orders.
- Right of withdrawal.
- Complaints and online dispute resolution.
- Force majeure.
- Jurisdiction.
- General aspects of the offer.
- Price and period of validity of the offer.
- Shipping costs.
- Payment methods, charges and discounts.
- Purchase process.
- Severability and suspension or termination of the contract.
- Guarantees and returns.

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- Applicable law and jurisdiction.
2. General contracting clauses

Unless expressly agreed otherwise in writing, placing an order with the PROVIDER implies the USER's acceptance of these legal conditions. Any conditions proposed by the USER shall only be valid if previously accepted in writing by the PROVIDER.

3. Shipping and delivery of orders

The PROVIDER shall not dispatch any order until payment has been confirmed.

Goods are generally shipped via MENSAJERÍA NACEX courier service to the destination freely designated by the USER.

The delivery period ranges from 2 to 6 working days depending on the destination and the chosen method of payment. This period applies provided that the availability of the goods has been confirmed and full payment of the order has been verified.

Failure to perform the distance contract

If the contract cannot be performed because the ordered product or service is unavailable within the expected period, the USER shall be informed of the lack of availability and shall be entitled to cancel the order and receive a full refund of the amount paid without any charges, and the PROVIDER shall not be liable for any damages.

The PROVIDER shall not be liable if the delivery of the product or service is not carried out due to false, inaccurate, or incomplete data provided by the USER.

Delivery shall be deemed completed at the moment when the carrier makes the products available to the USER and the USER, or their representative, signs the delivery receipt.

The USER is responsible for verifying the products upon receipt and for stating any reservations or justified claims in the delivery receipt document.

If the contract does not involve the physical delivery of a product but rather the activation of a download on a website, the PROVIDER shall inform the USER in advance of the procedure to follow in order to complete such download.

4. Right of withdrawal

Withdrawal form

The USER has a period of fourteen calendar days from the date of receipt of the product, or from the conclusion of the purchase contract in the case of a service, to exercise the right of withdrawal. If the PROVIDER fails to comply with the obligation to provide information and documentation regarding the right of withdrawal, the period for exercising such right shall expire twelve months after the end of the initial withdrawal period (Article 71 of Law 3/2014 of 27 March).

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

- If the product is not in perfect condition.
- If the product packaging is not original or is not in proper condition, the PROVIDER may charge the cost of the packaging. The original packaging must protect the product so that it is received in perfect condition; the use of seals or adhesive tapes applied directly to the packaging is prohibited in order to avoid replacement costs.
- If the product has been opened and it cannot be demonstrated that it has not been used.
- In the case of software applications directly downloaded through the portal or unsealed by the USER after physical delivery.
- In the case of personalized products or products which, for reasons of hygiene or other legally provided exceptions under Article 103 of Law 3/2014 of 27 March, are not eligible for return.
- In the case of the supply of products whose price depends on fluctuations in the financial market beyond the PROVIDER's control and which may occur during the withdrawal period.
- In the case of products manufactured according to the USER's specifications or clearly personalized.
- In the case of products that may deteriorate or expire rapidly.
- In the case of sealed goods that are not suitable for return for health or hygiene reasons and that have been unsealed after delivery.
- In the case of goods which, after delivery and by their nature, have been inseparably mixed with other goods.
- In contracts where the consumer and user has specifically requested the trader to visit them to carry out urgent repair or maintenance operations; during such visit, the trader provides additional services not specifically requested by the consumer or supplies goods other than spare parts

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necessarily used to carry out the maintenance or repair. The right of withdrawal shall apply to such additional services or goods.

Any return must be communicated to the PROVIDER by requesting a return number through the form provided for this purpose or by email at spain.coralclub@gmail.com, indicating the corresponding invoice or order number.

If the return is not made with the original delivery packaging, the PROVIDER may charge its cost to the USER, informing them in advance through the same communication channel.

Once the USER has received the return number, they must send the product to the PROVIDER, indicating this number in the shipping document, at their own expense, to the address: CONCEPTO DE SALUD SLU, c/Cantarerias 1, P.I.Tres Hermanas Ampliación, 03680 Aspe (Alacant).

5. Complaints and online dispute resolution

Any complaint that the USER deems appropriate shall be handled as soon as possible through the following contact details:

- Postal address: CONCEPTO DE SALUD SLU, c/Cantarerias 1, P.I.Tres Hermanas Ampliación, 03680 Aspe (Alacant).
- Telephone: 966394154
- E-mail: spain.coralclub@gmail.com

Online Dispute Resolution (ODR)

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free-access platform for online dispute resolution between the USER and the PROVIDER, without the need to resort to the courts, through the intervention of a third party, known as a dispute resolution body, acting as an intermediary between the two. This body is neutral and will engage with both parties in order to reach an agreement and may ultimately suggest and/or impose a solution to the dispute.

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

6. Force majeure

The parties shall not be liable for any failure due to force majeure. The performance of the obligation shall be postponed until the cessation of the force majeure event.

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7. Jurisdiction

The USER may not assign, transfer, or otherwise dispose of the rights, responsibilities, and obligations arising from the contract of sale.

If any provision of these Conditions is deemed invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or modified in any way.

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

8. General aspects of the offer

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

Any modification, alteration, or agreement contrary to the Commercial Proposal of CONCEPTO DE SALUD SLU or to what is stipulated herein shall have no effect unless expressly agreed in writing and signed by the PROVIDER; in such case, such specific agreements shall prevail.

Given the continuous technical advances and product improvements, the PROVIDER reserves the right to modify product specifications with respect to the information provided in its advertising, provided that this does not affect the value of the products offered. Such modifications shall also be valid in the event that, for any reason, the possibility of supplying the offered products is affected.

9. Price and validity period of the offer

The prices indicated for each product or service include Value Added Tax (VAT) or any other applicable taxes. Unless expressly stated otherwise, these prices do not include shipping or communication costs, handling, packaging, shipment insurance, or any other additional services related to the purchased product.

The prices applicable to each product are those published on the website and are expressed in EURO currency. The USER acknowledges that the price of certain products may vary in real time.

Before completing the purchase, the USER may review online all the details of the quotation: products, quantities, price, availability, shipping costs, charges, discounts, taxes, and the total purchase amount. Prices may change daily until the order is placed.

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Once the order has been placed, the prices shall remain fixed regardless of product availability.

Any payment made to the PROVIDER entails the issuance of an invoice in the name of the registered USER or in the company name provided at the time of placing the order. The invoice shall be sent in paper format together with the purchased product. It may also be downloaded in PDF format from the website's management panel using the user account. If the USER wishes to receive the invoice by email, they must request it through any of the contact methods made available by the PROVIDER; the USER may revoke this decision at any time.

For any information regarding the order, the USER may contact the PROVIDER's customer service by telephone at 966394154 or by email at spain.coralclub@gmail.com.

10. Shipping costs

The prices published in the store do not include shipping or communication costs, nor installation, download, or additional services, unless expressly agreed otherwise in writing.

The maximum shipping rates applied (VAT included) are as follows:

Mainland

The shipping cost of the order is:

- Up to 100 € — 5 €;
- Over 100 € — free of charge.

Portugal

The shipping cost of the order is:

- Up to 100 € — 5 €;
- Over 100 € — free of charge.

Canary Islands, Balearic Islands

The shipping cost of the order is:

- Up to 200 € — 8 €;
- Over 200 € — free of charge.

11. Payment methods, charges and discounts

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The PROVIDER is responsible for financial transactions and offers the following methods of payment for an order:

- Debit/credit card,
- Bank transfer,
- Cash,
- Coral Wallet.

The USER may use a discount coupon prior to completing the purchase if such coupon has been provided by the PROVIDER.

Security measures

The website uses industry-standard technical information security measures, such as SSL, secure page data entry, firewalls, access control procedures, and cryptographic mechanisms, in order to prevent unauthorized access to data. To achieve these purposes, the user/customer agrees that the provider may obtain data for the purpose of performing the corresponding authentication of access controls.

The PROVIDER undertakes not to authorize any transaction that is, or may be considered, illegal under the rules of the card brands or the acquiring bank, or any transaction that may damage their reputation or negatively affect them.

The following activities are prohibited under the card brand programs: the sale or offer of a product or service that does not comply with all applicable laws in relation to the Buyer, Issuing Bank, Merchant, or Cardholder.

12. Purchase process

Any product from our catalog may be added to the shopping cart. The cart will display only the items, their quantity, price, and the total amount. Once the cart is saved, taxes, charges, and discounts will be calculated according to the entered payment and shipping details.

The shopping cart has no administrative validity and serves solely to simulate a quotation without any commitment for either party.

From the cart, an order may be placed by following these steps for its proper completion:

- Verification of billing details.
- Verification of the shipping address.
- Selection of the payment method.

- Placing the order (purchase).

Once the order has been processed, the system immediately sends an email to the PROVIDER's management department and another to the USER's email address confirming the placement of the order.

13. Severability and suspension or termination of the contract

If any of these terms and conditions is deemed unlawful, void, or for any reason unenforceable, such provision shall be considered severable and shall not affect the validity and enforceability of the remaining conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services and training, in whole or in part, for any valid reason, including, without limitation, the USER's failure to comply with the obligations set forth in this document or with any applicable laws, licenses, regulations, directives, codes of practice, or policies of use.

The exercise by the PROVIDER of any of its rights or powers under this section shall not prejudice or affect the exercise of any other right, power, or remedy available to the PROVIDER.

14. Warranties and returns

The warranty for the products offered is governed by the following provisions, based on Royal Legislative Decree 1/2007 of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws:

Article 114. General principles

The seller is obliged to deliver to the consumer and user products that are in conformity with the contract and shall be liable for any lack of conformity existing at the time of delivery of the product.

Article 115. Scope of application

1. This section applies to contracts for the sale of products and to contracts for the supply of products to be produced or manufactured.
2. This section shall not apply to products acquired through judicial sale, to water or gas where they are not put up for sale in a limited volume or set quantity, or to electricity. It shall also not apply to second-hand products acquired at

administrative auctions in which consumers and users may participate in person.

Article 116. Conformity of products with the contract

1. In the absence of proof to the contrary, products shall be deemed to be in conformity with the contract provided that they meet all of the following requirements, unless any of them is not applicable due to the circumstances of the case:

a) They comply with the description given by the seller and possess the qualities of the product presented to the consumer and user in the form of a sample or model.

b) They are fit for the purposes for which products of the same type are ordinarily intended.

c) They are fit for any special use required by the consumer and user when this has been made known to the seller at the time of conclusion of the contract, provided that the seller has accepted that the product is suitable for such use.

d) They have the quality and performance which are normal in products of the same type and which the consumer and user may reasonably expect, taking into account the nature of the product and, where appropriate, public statements on the specific characteristics of the products made by the seller, the producer, or their representative, particularly in advertising or labeling. The seller shall not be bound by such public statements if they prove that they were unaware and could not reasonably have been expected to be aware of the statement in question, that the statement had been corrected at the time of conclusion of the contract, or that it could not have influenced the decision to purchase the product.

2. Any lack of conformity resulting from incorrect installation of the product shall be treated as a lack of conformity of the product when installation is included in the sales or supply contract referred to in Article 115.1 and has been carried out by the seller or under their 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 that the consumer and user knew or could not reasonably have been unaware of at the time of conclusion of the contract, or that has its origin in materials supplied by the consumer and user.

Article 117. Incompatibility of actions

The exercise of the rights provided for in this section shall be incompatible with the exercise of actions arising from warranty against hidden defects in the sale.

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

Article 118. Seller's liability and consumer's rights

The consumer and user has the right to repair of the product, its replacement, a price reduction, or termination of the contract, in accordance with the provisions of this section.

Article 119. Repair and replacement of the product

1. If the product is not in conformity with the contract, the consumer and user may choose between requiring repair or replacement of the product, unless one of these options is objectively impossible or disproportionate. From the moment the consumer and user communicates the chosen option to the seller, both parties shall be bound by it.
2. A remedy shall be considered disproportionate if, in comparison with the alternative remedy, it imposes unreasonable costs on the seller, taking into account the value the product would have had if there were no lack of conformity, the significance of the lack of conformity, and whether the alternative remedy could be carried out without major inconvenience to the consumer and user.

In order for costs to be deemed unreasonable, they must be significantly higher than the costs corresponding to the alternative remedy.

Article 120. Legal regime of repair or replacement

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

- a) Free of charge for the consumer, including shipping costs, labor, and materials.
- b) Within a reasonable period of time and without significant inconvenience to the consumer.
- c) Repair suspends the time limits referred to in Article 123 from the moment the product is made available to the seller until it is returned after repair.

d) If, after repair, the product remains non-conforming with the contract, the consumer may require replacement, a price reduction, or termination of the contract.

e) Replacement suspends the time limits until delivery of the new product.

f) If replacement does not remedy the lack of conformity, the consumer may require repair, a price reduction, or termination of the contract.

g) Replacement shall not apply to individually determined or second-hand goods.

Article 121. Price reduction and termination of the contract

A price reduction or termination of the contract shall be carried out at the consumer's choice if repair or replacement is impossible or has not been completed within a reasonable time. Termination shall not apply in cases of minor lack of conformity.

NOTE pursuant to Art. 108.2: The USER shall only be liable for any decrease in the value of the goods resulting from handling other than what is necessary to establish their nature, characteristics, or functioning.

Article 122. Criteria for price reduction

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

Article 123. Time limits

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

Unless proven otherwise, any lack of conformity that becomes apparent within six months of delivery of the product, whether new or second-hand, shall be presumed to have existed at the time of delivery, unless such presumption is incompatible with the nature of the product or the nature of the lack of conformity.

2. Unless proven otherwise, delivery shall be deemed to have taken place on the date indicated on the invoice or sales receipt, or on the corresponding delivery note if issued later.
3. The seller shall provide the consumer or user exercising their right to repair or replacement with documentary proof of delivery of the product, stating the

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date of delivery and the lack of conformity giving rise to the exercise of the right.

Likewise, together with the repaired or replaced product, the seller shall provide the consumer or user with documentary proof of delivery stating the date thereof and, where applicable, the repair carried out.

4. The action to claim compliance with the provisions set forth in Chapter II of this section shall expire three years after delivery of the product.
5. The consumer or user must inform the seller of the lack of conformity within two months from the time they became aware of it. Failure to comply with this period shall not result in the loss of the right to the corresponding remedy, although the consumer or user shall be liable for any damages or losses actually caused by the delay in notification.

Unless proven otherwise, the consumer's or user's notification shall be deemed to have been made within the established period.

Article 124. Action against the producer

If it is impossible or excessively burdensome for the consumer or user to direct their claim against the seller due to lack of conformity of the goods with the contract, they may claim directly against the producer in order to obtain replacement or repair of the product.

As a general rule, and without prejudice to the termination of the producer's liability, for the purposes of this section, the producer shall be liable for lack of conformity under the same time limits and conditions as those established for the seller, when such lack of conformity relates to the origin, identity, or suitability of the goods in accordance with their nature, purpose, and applicable regulations.

The party who has responded to the consumer or user shall have a period of one year to exercise a right of recourse against the party responsible for the lack of conformity. This period shall be calculated from the moment the remedy was completed.

15. Applicable law and jurisdiction

These conditions shall be governed and interpreted in accordance with Spanish law in matters not expressly regulated herein. The PROVIDER and the USER agree to submit any disputes arising in connection with the provision of the products or services subject to these Conditions to the courts of the USER's place of residence.

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If the USER resides outside Spain, the PROVIDER and the USER expressly waive any other jurisdiction and agree to submit the dispute to a dispute resolution body acting as an intermediary between the parties in accordance with Article 14.1 of Regulation (EU) 524/2013, without the need to resort to the courts. For further information, please refer to section “4. COMPLAINTS AND ONLINE DISPUTE RESOLUTION” of these Conditions.