

CONTRACTUAL TERMS AND CONDITIONS

**("The terms of your purchase clearly and
transparently")**



TRANSPARENCY
PORTAL
Professional Direct Sales

CONTRACTUAL TERMS AND CONDITIONS

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1. - PURPOSE AND FUNCTION OF THIS DOCUMENT

The contractual terms under which you make your purchase, explained as simply and clearly as possible.

This information document follows the same preparation method and purpose as the **Transparency Protocol**; that is, it presents and promotes a clear understanding of the contractual terms under which you make your purchase, especially the legal and financial aspects. We therefore recommend that you also refer to this protocol, as it serves as a true:

"Guide to understanding the purchase you are making".

2. - WHO YOU ARE CONTRACTING WITH

The identity of the company is your primary point of interest for your security and confidence.

Please remember that your purchase process is being conducted with **EDITORIAL PLANETA, S.A.U.**, a leading company in the direct sales sector in Spain and Latin America. These are our identifying details:

-Registered office: Avenida Diagonal, 662-664, Barcelona, 08034.

-Registration: Barcelona Companies Registry, Volume 1406, Book 851, Page 229, Section 2, Sheet 10795 and TIN: A-08186249.

-Telephone: 954 300 862.

-Fax: 934 926 491.

-E-mail: atencionalcliente@planeta.es

3. - PRICE AND FINANCING OF THE PRODUCT

Choosing to finance with us offers you significant benefits and advantages that directly reduce the cost of the product you wish to purchase.

In this regard, we offer you a **"financing option"** that does not increase the price of your purchase, as it consists solely of **"payment deferral"**.

Indeed, our deferred payment financing system provides you with the main benefit of **full financing at the lowest possible cost**, namely, immediate enjoyment of the product **"without needing to take out a personal loan, thereby avoiding the resulting price**

increase due to interest payments and other associated costs (fees, charges, penalties, etc.)". Therefore, you do not require any insurance policy to contract with us.

Another great advantage of contracting with us is that, precisely, **"your purchase and your financing are combined"**, meaning you arrange them through a single direct and personal sales channel with us, **"with no intermediaries or financial institutions involved"**. This simplifies the contracting and management of your purchase (in these cases, **"three is a crowd"**).

In this way, our financing offer allows you to purchase the product at the **"most competitive price"** and, furthermore, to make **"the most affordable and suitable payment according to your needs, through the term and instalments you choose"**.

A payment deferral alternative ranging **"from 1 year (12 months) up to 4 years (48 months), whichever suits you best"**. With the possibility to adjust **"the amount of the monthly instalments"** to your needs.

Simple, accessible and flexible financing, where the product price represents **"the total cost of your purchase"**, as it includes VAT and any other taxes applicable to the requested purchase, and where, additionally, the financing offered (terms and instalments) can be applied simultaneously to a purchase of **"several products"** and, if applicable, also to **"future purchases"**.

In short, transparent financing, where the product price is clearly highlighted in the financial terms and conditions of the contract, which also reflects the **"final amount of the product including any discounts and allowances we may offer you"**.

4. - DELIVERY, LEGAL GUARANTEES AND CUSTOMER ACCEPTANCE

Our sales representatives will provide you, **simply, clearly and precisely**, with all the graphic documentation and relevant information about the technical features of our products, their advantages and instructions for proper use, as well as the **"price of the products, including any discounts and allowances that may apply to you"**.

The product will be delivered to you **"within a maximum period of 30 calendar days, counted from date to date, starting from the signing or subscription of the contract"** (although it is usually possible to deliver it within 7 to 10 days from your order).

The safety and suitability of your purchase are a priority for our sales channel; therefore, **"our products come with a three-year warranty or coverage"**.

Furthermore, please remember that you have the right to a **"legal conformity warranty"**, which allows you to make a claim if the purchased product is defective or does not correspond to what was offered in the contract. In any case, this legal warranty **"does not apply"** when the malfunction or defect of the product is due to **"force majeure or causes attributable to misuse or improper use of the product"**.

EDITORIAL PLANETA fully commits to upholding this right **"in the event of any non-conformity"** that you report to us. Similarly, we will provide you with your possible **"additional claim against the manufacturer"**, in cases legally provided for. **Please remember** that you have at your disposal the **"Customer Service Department"**, designed to resolve any issues you may wish to raise, always with **"your satisfaction as a Customer"** in mind.

Communications should be addressed to the aforementioned Customer Service, by letter sent to the Customer Service Department of Planeta, located at C/ Roselló i Porcel, 21, 6ª planta, 08016 Barcelona; or by email to the following address: atencionalcliente@planeta.es, or by telephone on: 954 300 862.

5. - SPECIAL OFFERS

In addition to the basic rights we have outlined, please note that **EDITORIAL PLANETA** may enhance the level or scope of your rights through its **"special and promotional offers"**.

This is already reflected in the offer we present for our specialised products, particularly when purchasing our exclusive **"comfort"** (rest line) and **"high jewellery"** items, where the return period **"is extended up to 90 days"** and the product warranty **"reaches seven years"**; we are confident that these products will fully meet your satisfaction.

6. - RIGHT OF WITHDRAWAL FROM THE CONTRACT (Backing out)

The right of withdrawal (backing out) is an important right you have as a **"consumer"**. This right allows you to **"review or reconsider"** the decision you have made to purchase the product. It is a right that promotes **"responsible contracting"**, as the law grants you a second opportunity to reassess the suitability of your decision.

It is essential that the offer clearly, precisely and prominently includes both this **"right of withdrawal"** and its **"terms, period and procedure for exercising it"**. Accordingly, we inform you in advance that the right of withdrawal must be exercised within the **period of 14 calendar days** (counted from date to date), without any need for justification.

Similarly, you have the **"duty"** to notify us by any means that provides evidence of such communication; either in writing (letter, burofax, etc.) or electronically.

Upon your withdrawal, we will refund all payments received, including delivery costs, without undue delay and, at the latest, within 14 days from the date you inform us of your decision. We will also proceed to make such refund **using the same means of payment you used for the initial purchase, unless you have expressly indicated otherwise; in any case, you will not incur any costs** as a result of your right to a refund.

To facilitate this right, you may use, if you wish, the **"Model Form"** attached to the contract documentation.

7. - DUTIES AND BREACHES

Your primary duty is to pay the agreed instalments periodically, following the agreed schedule. To do this, it is very important that you follow **"a payment plan or programme"** for your instalments. Please bear in mind that the further you stray from this payment plan or programme, the more complicated your situation will become, as your payment burden will increase.

8. - UNPAID INSTALMENTS (Moderate risk situation)

Paying your instalments is your primary duty, so you must be aware that if they **"become unpaid"** they will be added to your initial debt, thereby increasing your risk situation.

In any case, you should know that failing to pay an instalment incurs **"an additional cost"** in the form of administration costs.

9. - LOSS OF THE GRANTED TERM: EARLY MATURITY AND CONTRACT TERMINATION (Serious risk situation)

When the non-payment of instalments is not on a one-off basis or occasional, but has become **common** during some phase of your financing, you should be aware that **your risk situation is serious**, as depending on the extent of these non-payments (generally three or more unpaid instalments, whether consecutive or not), the following consequences may occur.

- **Loss of the granted term.** This loss entails the early maturity of the outstanding debt, meaning you may be required to pay it in full immediately (both what you owe and what remains to be paid).
- **Contract termination.** Also, following the indicated non-payment (generally, three or more instalments), the contract may be terminated, in which case you may be required to pay the amount previously stated.

10. - PROTECTION OF YOUR DATA

At **EDITORIAL PLANETA**, we are aware that **"the protection of your data is a fundamental right"** you have as a citizen and as a customer, which allows you at all times full control over the use and destination of your data.

EDITORIAL PLANETA, S.A.U., as the data controller, will process your personal data to

manage the relationship with you and to send you, by any means, information and commercial communications about our products and services similar to those contracted.

Additionally, and only if you have given us your express consent, we will process your personal data to (i) send personalised commercial communications, either our own and/or from third parties, for which we will create a commercial profile, and (ii) communicate your personal data and, where applicable, your commercial profile to companies within Grupo Planeta, so that they may in turn create a new commercial profile and send you personalised commercial communications about products and/or services of their own and third-party companies.

Please remember that you have the **"right to withdraw your consent (without this causing you any detriment), to access, erase and rectify your data, as well as to request the restriction and objection to the processing of your data"**, which you may exercise easily at any time through:

- **Email:** atencionalcliente@planeta.es
- **Post Office Box:** No. 221, Barcelona

For more information on how EDITORIAL PLANETA processes your personal data, please consult our Privacy Policy on the website <http://pdsplaneta.com/politica-privacidad-epgp/>

11. - CUSTOMER SERVICE AND MEDIATION

As we have indicated, **EDITORIAL PLANETA** has a **"Customer Service Department"** to assist you at any time with any questions, suggestions or complaints you may wish to raise.

Finally, we would like to inform you that **EDITORIAL PLANETA** will soon introduce an **"Integrated Customer Mediation System"**. A genuine revolution in the sector, about which we will keep you promptly informed.

ANNEX: CONTRACTUAL CLAUSES

These Terms and Conditions of Contract expressly govern the relationships arising between EDITORIAL PLANETA, S.A.U. ("PLANETA"), a commercial company with its registered office at Avenida Diagonal, 662-664, 08034 Barcelona, telephone 954 300 862, fax 934 926 491, email atencionalcliente@planeta.es, established for an indefinite period and registered in the Barcelona Companies Registry, Volume 1,406, Book 851, Folio 229, Section 2, Sheet 10,795, Entry 1, with TIN number A-08186249, and those third parties (the "CUSTOMER") who contract the product (the "PRODUCT") specified on page 1.

1. - Delivery period. The delivery period for the PRODUCT shall be a maximum of 30 calendar days from the date of signing the contract.
2. - Price. The price payable by the CUSTOMER and the chosen payment method are those specified on page 1 of the contract. Prices include VAT or any other taxes applicable to the purchase.

The CUSTOMER acknowledges owing PLANETA the amount stated on page 1 from this moment, undertaking to pay it in the agreed manner.

Although advance payment of the product price was agreed, the parties have decided to defer and split it over time. Consequently, the CUSTOMER acknowledges owing the product price from this moment, undertaking to pay it through successive monthly payments until fully settled.

If the chosen payment method is deferred payment in monthly instalments, and the CUSTOMER fails to pay three monthly instalments, whether consecutive or not, PLANETA may declare the entire deferred obligation immediately due and demand repayment of all outstanding debt, including any administration costs incurred as a result of the non-payment. Moreover, in such cases of non-payment, PLANETA reserves the right to include the CUSTOMER's details in credit information files, particularly in the credit information file managed by ASNEF (National Association of Financing Entities).

If any instalment is not paid, the CUSTOMER will be required to pay an additional amount of €6.64 for each overdue and unpaid instalment as administration costs.

3. - Statutory warranty. The PRODUCT is covered by a minimum statutory warranty of three years against lack of conformity, in accordance with the General Law for the Defence of Consumers and Users (Royal Legislative Decree 1/2007). Under this Law, the consumer has the right to make a claim against the seller and, in certain cases, against the manufacturer for any lack of conformity present at the time of delivery of the goods, within the timeframes and conditions established therein.

The warranties and liabilities set out in this clause shall not apply where the damage or defect is due to force majeure or to a cause attributable to misuse or improper use

by the CUSTOMER.

You have access to a Customer Service Department and After-Sales Service. For any clarification, issue, claim, or necessary communication, please contact the Customer Service by written communication addressed to the Customer Service Department of PLANETA at C/ Rosselló i Porcel, 21, 6^a planta, 08016 - Barcelona, Spain, by email at atencionalcliente@planeta.es, or by calling 954 300 862.

4. - Right of withdrawal. You have the right to withdraw from this contract within 14 calendar days without giving any reason, except in cases excluded under article 103 of the Law for the Defence of Consumers and Users. The withdrawal period will expire 14 calendar days after the day on which you or a third party acting on your behalf, other than the carrier, received the purchased product(s).

To exercise the right of withdrawal, you must notify us at EDITORIAL PLANETA, S.A.U., C/ Rosselló i Porcel, 21, 6^a planta, 08016 - Barcelona, telephone 954 300 862, fax 934 926 491, email atencionalcliente@planeta.es, of your decision to withdraw from the contract by means of an unequivocal statement (for example, a letter sent by post, fax or email). You may use the model withdrawal form attached to this contract, although its use is not compulsory.

In the event of withdrawal on your part, we will refund all payments received from you, including delivery charges, without undue delay and, in any case, no later than 14 calendar days from the date on which we are informed of your decision to withdraw from this contract. We will proceed to make such refund using the same means of payment you used for the initial transaction, unless you have expressly indicated otherwise; in any case, you will not incur any costs as a result of the refund.

You will only be responsible for any reduction in the value of the goods resulting from handling other than what is necessary to establish their nature, characteristics and functioning.

5. - Data protection. In compliance with the applicable regulations on the protection of personal data, the CUSTOMER is informed of the following:

EDITORIAL PLANETA S.A.U. (hereinafter PLANETA), as the data controller, will process your personal data to manage our relationship with you and to send you, by any means, information and commercial communications about our products and services similar to those contracted. Data will only be shared with companies within our group if you give your consent, and never with external companies. You have the right to access, rectify, and erase your data, as well as other rights, as explained in our Privacy Policy.

Furthermore, your personal data will be processed to assess your creditworthiness and credit risk. This is a measure that PLANETA will undertake as it is necessary for the execution of the contract. This will allow us to approve or refuse the financing, based on risk criteria.

As this is an automated process, you have the right to challenge the decision made regarding your credit assessment, to request the personal intervention of one of our analysts, and to present your point of view so that your application may be reconsidered. You may do this by sending an email addressed to XXX.

Furthermore, in the event of non-payment of the deferred price, in accordance with the provisions of this contractual clause 2, your personal data, including your debt, may be included in the credit information file managed by ASNEF (National Association of Financing Entities) to enable PLANETA to recover the outstanding debt.

Your data will only be shared with companies within our group if you give your consent and never with companies outside it.

Please tick the following boxes to give us your consent to:

- Send you personalised commercial communications about our products and/or services or those of third-party companies, by creating a commercial profile for this purpose.
- Share your personal data and, where applicable, your commercial profile with companies within the Planeta Group, so that they may create a new commercial profile and send you personalised commercial communications about their own products and/or services and those of third parties.

You may withdraw your consent at any time (without this affecting you in any way), and you have the right to access, rectify and erase your data, as well as other rights, as explained in our Privacy Policy.

For complete legal information on Data Protection, please consult our Privacy Policy on the website <http://pdsplaneta.com/politica-privacidad-epgp/>

6. - Electronic signature. In accordance with Law 6/2020, of 11 November, regulating certain aspects of trusted electronic services, and Regulation (EU) No 910/2014 of the European Parliament and of the Council, of 23 July 2014 (eIDAS), on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, this contract shall be valid if signed electronically.

LOGALTY PRUEBA POR INTERPOSICIÓN, S.L. ("Logalty"), acting as an intermediary between the signatories, will carry out the electronic transaction between PLANETA and its CUSTOMER. On the screen presented to PLANETA's CUSTOMER, the general and specific contracting conditions will be displayed. After reading, if the CUSTOMER agrees to these conditions, they will proceed to sign digitally by entering the PIN received on their mobile phone. The documents accepted with this electronic signature will be retained by Logalty as proof of the consent expressed by the parties.

Logalty shall send, to the email address designated by PLANETA and its CUSTOMER on page 1 of the contract, the electronically signed contract along with a certificate containing the date and time of the signature, as well as the parties involved. If the PLANETA customer has not provided an email address, the contract will be sent by certified post to the address indicated in the contract.

7. - Contract support. The CUSTOMER consents to receive a copy of this contract or documentary confirmation thereof at the email address designated by the CUSTOMER or on another durable medium other than paper.

8. - Notifications. Should it become necessary, as a result of the conclusion and/or execution of this contract, to notify any circumstances between the Parties, they agree that such notifications will be sent by postal mail, email, or SMS to the postal addresses, email addresses, and mobile phone numbers duly recorded in this contract.

If either party changes their postal or email address or mobile phone number during the term of this contract, they are obliged to inform the other party of the new details, with the party failing to do so bearing any legal consequences arising from this breach.

9. - Jurisdiction. Should any conflict or discrepancy arise regarding the interpretation or application of these contractual terms and conditions, the Courts and Tribunals with jurisdiction will be those designated by the applicable legal regulations on competent jurisdiction, which, in the case of final consumers, consider either the place where the obligation is fulfilled or the domicile of the purchasing party.