

1- Scope and subject matter

The general conditions, in addition to the specific conditions agreed with each customer, regulate the entire commercial relationship between the AFFILIATE and ENGEL NOVA HORIZON S.L.U. (hereinafter, "ENGEL"), through which ENGEL provides a drop-shipping service to the AFFILIATE related to perfume and cosmetic beauty products.

Under these general conditions, ENGEL will supply the AFFILIATE'S customers with the products that they order from the AFFILIATE, packaging them and directly sending them to the said customers, subject to the following agreements and obligations.

2- Obligations of ENGEL

ENGEL will, within the scope established in these general conditions, provide the following services:

2.1. Make the website www.drop.novaengel.com available to the AFFILIATE to enable the same to do the following:

2.1.1 Obtain online access to the ENGEL catalogue using the importation module that the AFFILIATE deems appropriate. ENGEL will provide the AFFILIATE with an instruction manual on the integration process.

2.1.2 Access a collection of photos of the products, provided that the AFFILIATE purchases these products exclusively from ENGEL.

2.1.2.1 Disclosure of the images to third parties is strictly prohibited and measures may be taken to avoid fraudulent use of the same.

2.1.2.2 The AFFILIATE may use the images while this agreement remains in force; following termination of the agreement, the AFFILIATE must stop using the images and destroy any copies of them that it may have, and it may not request any type of compensation from ENGEL.

2.1.2.3 ENGEL provides a brief description of the product, including its nominal content and name. The AFFILIATE will be responsible for further developing the same.

2.1.2.4 ENGEL provides categories and sub-categories.

2.1.3 Real-time access to the availability of goods and their selling prices.

2.2 Supply of the goods to the AFFILIATE'S customer, in accordance with the following specifications:

2.2.1 The availability of the goods; information regarding this will be available to the AFFILIATE through the website.

2.2.2 The maximum delivery time is up to three working days (Monday to Friday) in Spain and Portugal and up to eight working days in the rest of Europe.

The delivery times are estimates and are not binding. A delay in complying with the delivery times will not give the AFFILIATE the right to claim any type of compensation or to breach its payment obligations.

3- Intellectual property

3.1 The contents described in the preceding point belong to ENGEL and they are protected by intellectual property legislation. The assignment of the said rights to the AFFILIATE is strictly limited to the provisions of the general conditions.

3.2 Their disclosure to third parties is prohibited and so the AFFILIATE must take appropriate measures to prevent their fraudulent use.

4- Duty of non-disclosure

4.1 ENGEL warrants that it will safeguard the confidentiality of the AFFILIATE'S relationship with its customer. The said data will be available only to the carrier, for the exclusive purpose of delivering the goods. ENGEL is therefore required to disseminate the said confidentiality obligations and duty of secrecy to all employees of the transport or logistics company that have access to customer data.

Consequently, the AFFILIATE is exclusively liable for all obligations established by Law concerning the protection of personal data.

4.2 In the event that a party receives a request from a competent authority regarding information that is subject to the duty of confidentiality, the party that has received the request must notify the other party as quickly as possible and state the information provided.

5- Deposit and commencement of the Service

5.1 ENGEL will require the AFFILIATE to pay a cash deposit into the bank account stated by ENGEL (ES34 0049 1853 15 2510471245) for a minimum amount of €500. The agreement will come into force once payment has been confirmed, at which time, the AFFILIATE will have complete access to the Service.

5.2 The balance available in favour of the AFFILIATE cannot be refunded, which means that it must be used to buy goods from ENGEL, provided that the agreement is in force.

5.3 The AFFILIATE will lose the right to recover the pending balance by purchasing goods in the event it breaches any of the points set out in these conditions, and such balance will be used to cover the costs incurred to set up the tool for use, and there will be no obligation to return it.

5.4 The deposit will not generate any type of remuneration in favour of the AFFILIATE.

6- Invoicing and payment

6.1 ENGEL will issue an invoice to the AFFILIATE for each order, in accordance with the prices established on the website. The said invoice(s) will be available to the AFFILIATE on the following working day, on the website drop.novaengel.com.

6.2 Payment for the invoices will be taken from the AFFILIATE'S available balance, which will have been set up as a result of payment of the deposit provided for in the preceding point. The balance must remain positive at all times, which means that the AFFILIATE must replenish the funds as it consumes the available balance.

6.3 The AFFILIATE can find out the status of its available balance at any time, by visiting the website.

6.4 ENGEL reserves the right to suspend the service and refuse to supply the goods ordered if there is insufficient balance to cover the invoices issued.

6.5 The AFFILIATE may make payments using a credit or debit card, through the website drop.novaengel.com or by bank transfer. The bank details are given below:

Banco Santander
IBAN: ES34 0049 1853 15 2510471245
Swift Code: BSCHEM33

7- Prices and stock

7.1 The prices and stock offered by ENGEL are subject to variation.

7.2 The selling prices do not include any type of tax.

7.3 In the event that any data is erroneous, ENGEL will notify the AFFILIATE of the correction and await the AFFILIATE'S acceptance.

8- Transport

8.1 The transport service is provided through a well-reputed, specialist company. ENGEL will be the one to choose the transport company and it will be required to notify the AFFILIATE only if there are changes to the same.

8.2 the maximum delivery time is up to three working days (Monday to Friday) in Spain and Portugal and up to eight working days in the rest of Europe, for orders received by ENGEL before 11:15 am. The delivery times will be respected, provided that:

8.2.1 No act of God or force majeure arises.

8.2.2 The delay is not attributable to the AFFILIATE'S customer (erroneous or incomplete delivery address etc.). The costs generated from such address changes or corrections will be borne by the AFFILIATE unless it has received written authorisation from ENGEL regarding these changes.

8.2.3 The recipient is not located in an area that carriers consider to be a "remote region" (e.g. Formentera).

8.2.4 In no event, and in view of the nature of the product that we are sending, can an exact delivery time be guaranteed on the day of delivery.

8.2.5 The goods will be duly contained in packaging without any branding, so that the customer cannot ascertain ENGEL'S identity.

8.2.6 The stated delivery times are estimates and are not binding. A delay in complying with the delivery times will not give the AFFILIATE the right to claim any type of compensation or to breach its payment obligations.

8.3 Rates

Kilos/Zonas	I	II	III	IV	V	VI	VII
0,00 - 0,499 Kg	4,05 €	5,30 €	7,50 €	8,35 €	9,65 €	11,20 €	8,75 €
0,50 - 1,999 Kg	4,15 €	5,70 €	7,50 €	8,35 €	9,65 €	11,20 €	8,75 €
2,00 - 4,999 Kg	5,65 €	6,95 €	10,85 €	13,55 €	16,60 €	21,35 €	13,55 €
5,00 - 9,999 Kg	7,05 €	10,10 €	15,05 €	16,25 €	19,80 €	30,45 €	16,25 €
10,00-14,999 kg	10,75 €	15,75 €	15,80 €	18,85 €	20,70 €	31,35 €	18,85 €
15,00 - 20,00 Kg	10,75 €	15,75 €	17,65 €	20,70 €	22,55 €	33,45 €	20,70 €

**** Precios sin IVA/Prices without taxes**

País/Country	CP/CC	Zona/Zone	ETA (days)
Alemania/Germany	DE	III	3-5
Austria	AT	IV	3-5
Bélgica/Belgium	BE	IV	3-5
Bulgaria/Bulgary	BG	VI	4-6
Croacia/Croatia	HR	VI	4-6
Dinamarca/Denmark	DK	VII	3-5
Eslovaquia/Slovakia	SK	V	4-6
Eslovenia/Slovenia	SI	V	4-6
España (Península)/Spain (Mainland)	ES	I	1-3
España (I.Baleares)/Spain (Balearic Islands)	ES	II	1-3
Estonia	EE	VI	4-6
Finlandia/Finland	FI	VI	4-6
Francia/France	FR	III	3-5
Hungria/Hungary	HU	VI	3-5
Irlanda/Ireland	IE	VI	3-5
Italia/Italy	IT	IV	3-5
Letonia/Latvia	LV	VI	4-6
Lituania/Lithuania	LT	VI	4-6
Luxemburgo/Luxembourg	LU	V	4-6
Mónaco/Monaco	MC	III	3-5
Países Bajos/Netherlands	NL	IV	3-5
Polonia/Poland	PL	V	3-5
Portugal	PT	I	1-3
Republica Checa/Czech Republic	CZ	V	3-5
Rumania/Romania	RO	VI	4-6
Suecia/Sweden	SE	VI	4-6
Otros / Others (EU)	Consultar / To Consult		

Transporte ENGEL: se elegirá mejor empresa de transporte según destino

*** No se realizan envíos a Grecia, Malta, Chipre ni al resto de islas europeas**

ENGEL courier: best courier company will be chosen according to destination.

***We don't make orders to Greece, Malta, Cyprus or other european islands**

9- Returns policy

9.1 Erroneous or incomplete order:

The time limit for giving notice of an incident will be 48 hours following receipt of the order. In such event, ENGEL will, if necessary, collect the product and pay the corresponding refund.

9.2 Impossibility of delivery

In the event that it is impossible to deliver a product within the period guaranteed by ENGEL owing to incorrect or incomplete delivery data or the absence of the recipient, the delivery will be redirected to origin with the consequent return costs payable by the customer (transport costs + logistics costs).

9.3 Defective and broken products

The time limit for giving notice of an incident will be 48 hours following receipt of the order.

In the event that the product gets broken during transport, it will be essential to provide a photograph to prove this and we will replace the affected products at no cost to the customer. If such exchange is not possible, we will refund the cost of the goods.

In the event that the product is defective owing to a manufacturing defect (e.g. a malfunctioning spray head etc.), we will investigate the incident and, if applicable, refund the cost of the product.

9.3.1 We do not accept returns on the grounds that the format or presentation is different to what is shown in the images.

9.4 Withdrawal

Even though legal withdrawal is not applicable to B2B relationships, ENGEL has an internal policy where it will accept returns owing to withdrawal based on the following conditions:

9.4.1 Satisfaction guarantee (right to withdraw)

ENGEL offers its customers the option to return their orders.

Conditions for exchanges or returns.

The client has 14 days from the date when they receive their order to request an exchange for another item or to exercise their right to withdraw. The customer is not required to give a reason why they are exercising their right to withdraw. The product must be packaged in the same conditions as those in which it was received. The customer must pay the direct cost of returning the goods.

9.4.1.1 We reserve the right to refuse to refund the cost of returned items in the following events:

- if the products have been used or manipulated;
- if the products have been damaged or impaired in some way;
- if the customer does not return the product in its original packaging;

- if the reason for the non-conformity is normal wear and tear;
- if the series or identification number of the product has been manipulated.

9.4.2 All returns will be subject to an additional charge of €1.60 per reference. In the event that the product is broken or incomplete on arrival, an additional €3 will be charged to cover the cost. The customer will bear the cost of sending the return back to us.

10- Product warranty and trademark legislation

10.1 ENGEL warrants that the goods supplied are subject to free movement in the European Economic Area, that they are original and that they have not been modified.

10.2 ENGEL is not an official distributor of the trademarks that it offers to the AFFILIATE.

10.3 The AFFILIATE declares that it is familiar with and respects European trademark legislation and it therefore acknowledges that ENGEL will accept no liability for any damage that the AFFILIATE may cause to the owners of the said trademarks. The following point must be borne in mind:

10.3.1 The products must be marketed in a way that respects the prestigious image of the trademarks in order to favour and protect their positioning and differentiation.

11- Contractual relationship between the AFFILIATE and its Customer

11.1 In no way does ENGEL form part of the contractual relationship between the customer and the AFFILIATE. Consequently, ENGEL will, in no event, be liable for issues derived from the said sale and purchase. Specifically, ENGEL will not accept liability for the customer's failure to pay the AFFILIATE.

11.2, Additionally, ENGEL is not subject to legal obligations under retail commerce and consumer protection regulations because there is no relationship between ENGEL and the end consumer.

12- Amendments to the general conditions

ENGEL may amend these general conditions at any time and it must give due notice of this to the AFFILIATE and state the date when they enter into force. The AFFILIATE may then withdraw from the trade relationship within a period of one month following notice of the amendment. In such event, ENGEL must return the balance of the deposit in favour of the customer, where applicable, within 15 working days following notice of the withdrawal. ENGEL will not have the right to claim any type of compensation derived from the AFFILIATE'S withdrawal.

13- Breach

In the event of breach, the non-breaching party must notify the other party and give it 30 days to correct the breach. If the incident is not resolved, the non-breaching party may unilaterally terminate the agreement, notwithstanding any compensation for loss and damage that may correspond to it.

14- Term and termination

14.1 These conditions will remain in force from the time of acceptance until the thirty-first of December of the same year. They will be automatically extended for one-year periods, except in the event of withdrawal by either of the parties, in which event, the withdrawing party must give certified notice of the withdrawal at least two months before the expiry date. Withdrawal from this agreement will not terminate any obligations pending performance by the parties. Unilateral withdrawal announced on time and as agreed will not, in and of itself, generate the right to any compensation.

14.2 ENGEL may deem that the trade relationship has been terminated if the AFFILIATE does not achieve a minimum invoicing level of 30,000 euros per year (excluding indirect taxes) while the agreement remains in force and/or if its account is left inactive for more than three consecutive months without the AFFILIATE having given prior notice of this.

15- Competition legislation

Given that both parties are active in the same market, they agree not to engage in practices involving unfair competition. In particular, the AFFILIATE will not behave in any way that breaches Article 20 of Law 03/91 on Unfair Competition (Likelihood of association).

16- Jurisdiction

In the event that a legal dispute is derived from this agreement, the parties will waive their own jurisdictions and be subject to the courts of Palma de Mallorca.