

Terms and Conditions of Sale

Last updated: 30 September 2026

1. Identity of the seller

This website, www.alexphone.com (hereinafter the "Website"), is owned by AlexPhone, S.L., with Spanish tax ID (NIF) B09967787 and registered office at Carrer de Francesc Teixidó, 12, 08918 Badalona, Barcelona, Spain (hereinafter "AlexPhone" or the "Seller"). Contact email: support@alexphone.es. Registration details: registered with the Barcelona Companies Register, Volume 48279, Folio 2, Sheet B-578540, Entry 5.

2. Purpose and scope

These terms govern the sale of refurbished electronic devices (mainly mobile phones and smartwatches) and accessories offered by AlexPhone through the Website. By placing an order, the customer declares that they are over 18 years of age and have legal capacity to contract, and expressly accepts these terms, the Returns and Warranty Policy, the Privacy Policy and the Cookie Policy. Use of the Website is also governed by the Legal Notice and the General Terms of Use.

3. Refurbished products

The products offered are refurbished second-hand devices, not new ones. Each device is classified by cosmetic grades describing its external condition; the grade is stated on each product page.

Refurbishment guarantees that the device works correctly in accordance with AlexPhone's quality controls. There may be signs of use consistent with the stated grade. Product images are for guidance only.

4. Ordering process and formation of the contract

The customer selects the products, adds them to the basket and completes the payment process by following the instructions on the Website. The contract is concluded when AlexPhone confirms the order by confirmation email. AlexPhone reserves the right not to accept, or to cancel, an order in the event of a pricing error, lack of stock or signs of fraud, in which case any amount paid will be refunded.

5. Prices

Prices are shown in euros (€) and include applicable taxes unless otherwise stated. Shipping costs are calculated and shown before the purchase is completed.

Special scheme for second-hand goods (REBU): where applicable, the sale of refurbished devices falls under the special VAT scheme for second-hand goods (margin scheme) provided for in Spanish VAT legislation. In these transactions VAT is applied to the margin and is not itemised on the invoice, in accordance with Spanish Law 37/1992 on VAT. AlexPhone will state on the invoice when a transaction falls under this scheme.

6. Payment methods

Payment is made through Stripe's secure payment gateway, which accepts the payment methods shown at checkout (card and other available methods). AlexPhone does not store the customer's full card details; the processing of payment data is governed by Stripe's terms and policies. The order is not processed until payment is confirmed.

7. Shipping and delivery

AlexPhone ships through the carriers indicated on the Website. The delivery times shown are estimates and run from confirmation of payment. AlexPhone is not liable for delays attributable to the carrier or to force majeure. Risk in the product passes to the customer on delivery.

8. Right of withdrawal, returns and warranty

The customer has a right of withdrawal and a warranty on the products purchased under the terms set out in AlexPhone's Returns and Warranty Policy, which forms an integral part of these terms and can be consulted

at <https://support.alexphone.com>. In the event of any conflict between the two documents regarding returns and warranty, the Returns and Warranty Policy shall prevail.

As the goods are second-hand, the parties agree that the period of AlexPhone's liability for lack of conformity (legal guarantee) shall be **1 year** from delivery, in accordance with Article 120 of the TRLGDCU. In addition, AlexPhone offers a free commercial warranty during the second year, under the terms of the Returns and Warranty Policy.

9. Liability

AlexPhone is liable for any lack of conformity of the products in accordance with applicable consumer law. AlexPhone shall not be liable for indirect damage, loss of data or loss of profit arising from use of the devices. Nothing in these terms excludes or limits any liability that cannot legally be excluded towards consumers.

10. Force majeure

AlexPhone shall not be liable for any failure or delay in performing its obligations caused by force majeure or unforeseeable circumstances beyond its reasonable control, such as natural disasters, supply or transport disruptions, cyberattacks, strikes or decisions of the authorities. While the situation persists, deadlines shall be suspended and shall resume once the cause ceases.

11. Data protection

The processing of the customer's personal data is governed by AlexPhone's Privacy Policy, available on the Website, in accordance with Regulation (EU) 2016/679 (GDPR) and Spanish Organic Law 3/2018 (LOPDGDD).

12. Changes to the terms

AlexPhone may amend these terms at any time to adapt them to regulatory, technical or business changes. The version applicable to each order shall be the one published on the Website when the order is placed. Amendments shall not apply retroactively to orders already confirmed.

13. Governing law and dispute resolution

These terms are governed by Spanish law. For the resolution of any dispute, the parties submit to the courts having jurisdiction under applicable consumer law, which in the case of consumers are those of the consumer's domicile. If you are a consumer resident in another European Union country, you also benefit from the mandatory consumer-protection provisions of your country of residence.

Before going to court, the customer may address a complaint to support@alexphone.es or request official complaint forms. The customer may also use consumer alternative dispute resolution schemes, such as the Spanish Consumer Arbitration Boards, if AlexPhone agrees to submit to them in the specific case.

This document is a translation of the Spanish original, provided for convenience. In the event of any discrepancy, the Spanish version shall prevail.