

## **GENERAL TERMS AND CONDITIONS**

This contractual document shall govern the purchasing and delivery of products and services through the website <http://www.herokid.es>, property of Herokid S.L, hereinafter the PROVIDER.

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 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 the one hand, the supplier of the goods or services contracted by the USER, Herokid S.L, whose registered address is at C/ Joan d'Austria, 95-97 - 2 3 08018, Barcelona (Barcelona), Tax Identification number B65374639 and telephone number for customer/USER service +34 93 320 90 90.

And on the other, 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 services or products offered by the PROVIDER, must 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 natural persons with regard to the processing of personal data and on the free circulation of such 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. ORDER SHIPMENT**

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

Shipment of goods in Spain will usually be made using MRW according to the destination indicated by the USER.

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, the customer 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.

The delivery period in Spain 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 verify 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, or involves a product which can be 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.

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 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. Software applications that are directly downloaded from the portal.
5. Personalised products or products that, for hygiene reasons or other legally established exceptions, are not subject to this right.

The PROVIDER must be informed of any return, with the request for a return number (RMA) through the RMA form provided for this purpose, or by emailing [hello@herokid.es](mailto:hello@herokid.es), indicating the invoice number or order number.

Once the USER has received the RMA number, they will send the product, indicating this number in the delivery note, covering the shipping costs themselves, to the PROVIDER at Herokid S.L, C/ Joan d'Austria, 95-97 - 2 3 08018, Barcelona (Barcelona).

### **4. CLAIMS**

Any claim 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: Herokid S.L, C/ Joan d'Austria, 95-97 - 2 3 08018, Barcelona (Barcelona)

Telephone: +34 93 320 90 90

Email: [hello@herokid.es](mailto:hello@herokid.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 General Terms and Conditions in their entirety.

## **7. GENERAL INFORMATION OF THE OFFER**

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

No modification, alteration or agreement contrary to the Commercial Proposal of Herokid 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 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 +34 93 320 90 90 or by emailing [hello@herokid.es](mailto:hello@herokid.es).



## **9. SHIPPING COSTS**

The prices do not include shipping or communication expenses, installation 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: 5€

European Union: 10€

United States: 20€

Others: 30€

## **10. PAYMENT METHODS, CHARGES AND DISCOUNTS**

The PROVIDER accepts the following payment methods for orders:

- Paypal
- Credit Card

## **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.

Orders (purchase requests)

An email confirming the order status and shipment date will be sent within 24 hours of it being placed, if placed on a working day.

## **12. APPLICABLE WARRANTIES**

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 responds to the following articles based on the Spanish Law 23/2003 of 10 July on the guarantees of the sale of consumer goods:

### **I) Compliance of the 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 match the description given by Herokid S.L.

(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 customer if they have informed Herokid S.L of this when the contract is executed, provided that they have accepted that the product is fit for such use.

(d) They demonstrate the usual quality and performance of similar products which the customer can reasonably expect, particularly with regard to the nature of the product and, where appropriate, the descriptions of the products' specific features made by Herokid S.L.

(e) Herokid S.L describes the details, technical features and photographs of the products provided by their manufacturer, so that it is not bound by these public statements.

2. Non-conformity resulting from incorrect installation of the product shall be deemed the same as non-conformity of the product when its installation is included in the sales contract and has been carried out by Herokid S.L or under its responsibility, or by the USER when the defective installation is due to an error when following the installation instructions.

3. No liability shall be accepted for any non-conformity of which the USER is aware or has been unable to ignore when entering into the contract, or which is caused by materials provided by the USER.

### **II) LIABILITY OF THE PROVIDER**

Herokid S.L shall be liable to the USER for any non-conformity that exists when the product is delivered. Herokid S.L grants the USER the right to repair the product, to replace it, to reduce the price and to terminate the contract.

### **III) Repair and replacement of products**

1. If the product is not in accordance with the contract, the USER may choose to demand its repair or replacement, unless one of these options is impossible or disproportionate. As soon as the USER notifies Herokid S.L of the chosen option, both parties must abide by it. The USER's decision is without prejudice to the provisions of Article IV below, in the event that the repair or replacement fails to bring the product into compliance with the contract.

2. Any form of remedy which imposes on Herokid S.L costs which are unreasonable in comparison with the other form of remedy shall be considered disproportionate, taking into account the value that the product would have if there were no lack of conformity, the relevance of the non-conformity and whether the alternative remedy could be carried out without major inconvenience to the USER.



#### **IV) Rules of repair or replacement of the product**

Repair and replacement will comply with the following rules: (a) They will be free of charge for the 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 will be carried out within a reasonable period of time and without major inconveniences for the user, taking into account the nature of the products and their purpose for the USER.

(c) Repairs suspend the time periods referred to in Article VII. The suspension period shall begin from the time the USER makes the product available to Herokid S.L and shall end with the delivery of the repaired product to the USER. Within six months of delivery of the repaired product, Herokid S.L shall be liable for the non-conformity which required the initial repair. If defects of the same origin recur in the product, it is presumed that it is due to the same non-conformity as initially demonstrated.

(d) Replacement suspends the time periods referred to in Article VII from exercising the option until the delivery of the new product. In any event, the second paragraph of Article VII shall apply to the substitute product.

(e) If the product has been repaired and delivered but still does not conform with the contract, the USER may demand the replacement of the product, within the limits established in Article IV(2), or the reduction of the price or the termination of the contract in the terms of Article V.

f) If the replacement fails to make the product comply with the contract, the USER may demand the repair of the product within the limits set out in Article IV(2), or the reduction of the price or the termination of the contract in the terms of Articles V and VI.

g) The USER may not demand substitution in the case of non-fungible products, or in the case of second-hand products.

#### **V) Price reduction and contract termination**

The reduction of the price and the termination of the contract shall be carried out at the USER's discretion when they are unable to demand the product's repair or replacement and in cases where the repair or replacement has not been carried out within a reasonable period of time or without major inconvenience for the USER. The decision shall not apply when the non-conformity is of minor importance.

#### **VI) 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.



## **VII) Time periods**

1. Herokid S.L shall be liable for any non-conformity which becomes apparent within two years of delivery. Herokid S.L and the USER may agree on a shorter term for second-hand products, which may be no less than one year after delivery.

Unless proved otherwise, any non-conformity which becomes apparent within six months of delivery shall be presumed to have already existed when the product was delivered, except when this presumption is incompatible with the nature of the product or the type of non-conformity.

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

3. Demanding compliance with the provisions of the preceding articles expires three years after delivery of the product. 4. The USER must inform Herokid S.L of the non-conformity within two months of becoming aware of it.

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

## **VIII) Action against the manufacturer**

If it is impossible or too inconvenient for the USER to contact Herokid S.L regarding the non-conformity of the products covered by the sales 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 limits of the manufacturer's liability, under the same terms and conditions as those laid down for Herokid S.L, the manufacturer shall be liable for the non-conformity when it relates to the origin, identity or suitability of the products, in accordance with their nature and purpose and with the rules governing them.

Manufacturer means the manufacturer of a product or the importer of a product into the European Union territory, or any person who presents themselves as such by indicating their name, trade mark or any other distinctive sign on the product.

Whoever responds to the USER will continue to be responsible for the non-conformity for a period of one year. 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.

In the event that the USER lives outside of Spain, the PROVIDER and the USER expressly renounce any other forum, submitting to the Courts and Tribunals closest to Barcelona (Spain).

