

## **1. INTRODUCTION**

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of the website ([www.menaki.es](http://www.menaki.es)) and the purchase of items through such website (hereinafter, the "Terms").

Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones. By purchasing any item from this website, you enter a contract with us on these terms.

## **2. OUR DETAILS**

For sale of items through this website, your contract is with MENAKI by LAURA RAMOS PUERTAS, a Spanish company with registered offices at Calle Antoni Ribas, 14, Palma de Mallorca, 07006, Spain, with VAT No. 43463852Q and E-mail [info@menaki.es](mailto:info@menaki.es).

## **3. YOUR DETAILS AND YOUR VISIT TO THIS WEBSITE**

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this website, you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

## **4. USE OF OUR WEBSITE**

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders.
2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide correct and accurate email, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies). If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## **5. SERVICE AVAILABILITY**

Los artículos que se ofrecen a través de esta página web están únicamente disponibles para su envío a

territorio español, a excepción de Canarias, Ceuta y Melilla.

The items offered over this website are only available for the Spanish territory except for the Canary Islands, Ceuta and Melilla.

## **6. HOW TO ORDER**

Para realizar un pedido, deberá seguir el procedimiento de compra online y hacer clic en "Pagar".

Seguidamente, usted recibirá un correo electrónico con los datos que nos ha facilitado y con un resumen

de su pedido. Asimismo, le informaremos mediante correo electrónico cuando su pedido le esté siendo

enviado (la "Confirmación de Envío").

To order you must follow the online purchase procedure and click on "check out".

Then, you will receive an e-mail with the details you gave us and the overview of your order. Also, you will be informed by e-mail when your order is shipped (the "shipment confirmed").

## **7. TECHNICAL MEANS TO CORRECT ERRORS**

If you find that an error has occurred when entering your personal data, you can correct this error by contacting the customer service department at [info@menaki.es](mailto:info@menaki.es), as well as to exercise the right of rectification provided for in our Privacy Policy through [info@menaki.es](mailto:info@menaki.es). This website shows confirmation windows in different sections of the purchase process that do not allow you to continue with the order if the data in these sections has not been correctly provided. This website also provides details of all the items you have added to your basket during the purchase process, so that, before making the payment, you can modify the data of your order. If you detect an error in your order after the payment process has been completed, you must.

Please contact our customer service immediately at e-mail address mentioned above, in order to correct the error.

## **8. AVAILABILITY OF ITEMS**

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any money that you may have paid.

## **9. DELIVERY**

Unless unexpected or unregular situations happens, we will send the order with the products shown at the "Order confirmation" within a maximum of 30 days starting from the date of the confirmation.

If for any reason we cannot meet the delivery date, we will inform you of this circumstance

and we will give you the option to proceed with the purchase by setting a new delivery date or

cancel the order with full refund of the price paid. Please note, in any case, that you do not

we deliver on Saturdays and Sundays.

For the purposes of these Conditions, it will be understood that the "delivery" has taken place or that the order has

delivered" at the time that you or a third party indicated by you acquires possession material of the products, which will be accredited by the signature of the reception of the order in the agreed delivery date.

## **10. UNABLE TO DELIVER**

If it is impossible for us to deliver your order, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. Also, we will leave you a note explaining where your order is located and how to get it sent to you again. If you are not going to be at the delivery place at the agreed time, please contact with us to agree on delivery on another day. If 30 days have passed since your order is available for delivery, the order will not has been delivered for a reason not attributable to us, we will understand that you wish to withdraw from the contract and we will consider it resolved. As a consequence of the termination of the contract, we will return all payments received from you, including delivery costs (with the exception of additional resulting from your choice of a delivery method other than the least expensive standard delivery that we offer) without any undue delay and, in any case, in the maximum period of 14 days from the date on which we consider the contract terminated. Please note The transport of the resolution may have an additional cost, so we will be authorised to pass on the corresponding costs to you.

## **11. RISK AND TITLE**

The Items will be at your risk from the time of delivery.

Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in Clause 9), whichever is the later.

## **12. PRICE AND PAYMENT**

The prices of the page include VAT, but exclude delivery costs, which will be added to the total price as you will see at the FAQs section. The prices can change any moment, but these changes will not affect to the orders already confirmed. Once you have selected all the items you wish to purchase, these will be in the basket and the next step is the checkout process. To do this you must follow the steps of the purchase process filling and checking the personal details requested in each step. Furthermore, you will be able to modify any details of your order during the purchase process. You can find a detailed description of the purchase process in the FAQs section. You can pay by credit or debit card as well as by Bizum. In order to minimise the non authorised access, all the payment details will be processed by the financial institution Bankia S.A. Avoiding, this way the non authorised information storage of the client by Menaki. By clicking on "Pay" you are confirming that the credit card is yours or that you are the rightful holder of the gift card or subscription card. Credit cards are subject to verification and authorisation by the card issuer, but if the card issuer does not authorise payment, we will not be responsible for any delay or non-delivery and we cannot enter into any contract with you.

## **13. VALUE ADDED TAX AND INVOICING**

In accordance with the provisions of Article 68 of Law 37/1992 of 28 December 1992 on the on Value Added, the delivery of the items shall be deemed to be located in the territory of application of the Spanish VAT if the delivery address is in Spanish territory except for the Canary Islands, Ceuta and Melilla. The type of The VAT applicable will be that legally in force at the time, depending on the specific article in question try. You expressly authorise us to issue the invoice in electronic form. However, you may indicate at any time your wish to receive a paper invoice, in which case we will issue and We will send the invoice in this format.

## **14. RETURN POLICY**

### **14.1 Legal right to withdraw from the purchase**

Right of withdrawal If you are contracting as a consumer and user, you have the right to withdraw from this contract within 14 calendar days without the need for justification. The withdrawal period will expire 14 calendar days from the day you or a third party indicate, other than the carrier, acquired material possession of the goods or where the goods which your order are delivered separately, within 14 calendar days of the day you or a third by you indicated, other than the carrier, acquired material possession of the last of those goods. To exercise the right of withdrawal, you must notify MENAKI by writing to [devoluciones@menaki.es](mailto:devoluciones@menaki.es) or to our contact form, your decision to withdraw from contract through an unambiguous statement (e.g. a letter sent by e-mail). You may use the model withdrawal form attached to these Conditions, although their use is not obligatory. In order to comply with the withdrawal period, it is sufficient that the communication concerning the exercise by you of this right is sent before the expiry corresponding.

Consequences of withdrawal.

In case of withdrawal on your part, we will return all payments received from you, including delivery costs up to the initial delivery address (with the exception of additional costs resulting of your choice of a delivery method other than the less expensive ordinary delivery that we offer) without any undue delay and in any case no later than 14 days. We will be notified of your decision to withdraw from this contract. We will make such refund using the same means of payment as you have used to the initial transaction unless you tell us otherwise, expressly detailing the means of payment through which you wish us to make the return. You will not incur any costs as a result of the reimbursement. However, we may withhold the refund until we have received the goods, or until you have submitted proof of return, depending on the condition of the comply first.

You must return the products to MENAKI at the address Calle Antoni Ribas, 14, Palma de Mallorca, 07006. Spain, without any undue delay and in any case no later than 14 calendar days from the date you inform us of your decision to withdraw from the contract. It is The deadline will be deemed to have been met if you return the goods before the end of the deadline.

You will have to bear the direct cost of returning the goods. Remember that you will have to deliver, together with the products, some document where the order number and the date of purchase are indicated. You will only be responsible for the decrease in value of the goods resulting from handling other than that necessary to establish the nature, characteristics and functioning of the goods.

#### **14.2 Right of withdrawal from a contract**

In addition to the legally recognised right of withdrawal for consumers and users and mentioned in clause 14.1 above, we grant you a period of 30 days from the date of Confirmation Shipping to make returns of products (except those mentioned in clause 14.3 below, for which the right of withdrawal is excluded). If you return the products within the contractual term of the right of withdrawal, but After the legal deadline has passed, you will only be refunded the price paid for such products. In addition, if the order is subject to a volume discount, the

discount applied, if in the case of having bought only the rest of the products there was no granted such a discount. You will be responsible for the direct costs of returning the product. Remember that you must provide, together with the products, a printed copy of the electronic ticket that will have received attached to the Shipping Confirmation.

You may exercise your right of withdrawal in accordance with clause 14.1 above, but if you inform us of your intention to withdraw from the contract after the legal period for withdrawal has expired, you must in any case deliver the goods to us within 30 days from the date of Shipment confirmation.

#### **14.3 Common provisions**

You will not have the right to withdraw from the contract for the supply of any of the products

following:

1. Sealed goods which are not suitable for return for health or hygiene reasons and which have been unsealed after delivery.

Your right to withdraw from the contract will apply only to those products that are returned in the same condition as you received them. No refund will be made if the product has been used beyond the mere opening of the same, or products that are not in the same conditions in which they were delivered or that they have suffered any damage, so you must be careful with the product(s) while they are in your possession. Please return the item using or including all its original wrappings, instructions and other accompanying documents. You can return them by contacting us through our contact or return the product directly to the above address, in which case you must submit with the article the printed electronic ticket that you will have received attached to the Shipment confirmation. Please return the product to us as soon as possible. You will be responsible of the cost of returning the products to us. Please note that if you decide to return the goods to us carriage forward, we will be authorised to charge you for any costs we may incur. After examining the article, we will inform you whether you are entitled to a refund of the amounts paid. The

Reimbursement of transport costs will only be made when the right of withdrawal is exercised within the legal time limit and all the articles that make up the order in question are returned. The

reimbursement will be made as soon as possible and in any case within 14 days from the date in which you informed us of your intention to withdraw. However, we may withhold reimbursement until we have received the goods, or until you have provided proof of the return of the goods, depending on which condition is met first. Reimbursement will always be made by the same means of payment that you used to pay for the purchase. You will assume the cost and risk of returning the products to us, such and as indicated above. If you have any questions, you can contact us at through our contact form or through the above mentioned mail.

#### **14.4 Returns of defective products**

In cases where you consider that at the time of delivery the product does not comply with the contract, you must contact us immediately using our contact form, providing the details of the product and the damage it has suffered, or by writing to us at [devoluciones@menaki.es](mailto:devoluciones@menaki.es) where we will tell you how to proceed. The product can be returned by sending it to the address given above. We will examine the returned product carefully and will inform you by e-mail within a reasonable period whether a refund or replacement is appropriate (if any).

The refund or replacement of the item will be made as soon as possible and in any event within 14 days of us sending you an email confirming that a refund or replacement of the non-conforming item is appropriate. Amounts paid for products that are returned because of a fault or defect, where this exists, will be fully refunded to you, including the delivery costs incurred in delivering the item to you and the costs you would have incurred in returning it to us. The refund will be made by the same means of payment you used to pay for the purchase. They remain at in any case, except for the rights recognised by the legislation in force.

## **15. GUARANTEES**

If you contract as a consumer and user, we offer you guarantees on the products that we market through this website, under the terms legally established for each type of product, and you will therefore be liable for any lack of conformity of the product that becomes apparent within a period of two years from the delivery of the product. It is understood that the products are in conformity with the contract provided that (1) they conform to the description made by us and possess the qualities that we have presented on this website, (2) they are

suitable for the uses for which products of the same type are normally intended and (3) have the quality and performance normally associated with a product of the same type which can reasonably be expected. In this sense, if any of the products does not conform to the contract, you must inform us of this by following the procedure detailed in section 14.4 above and by any of the means of communication provided for this purpose. The products we sell may often have the characteristics of the natural materials used in their manufacture. These characteristics, such as variation in the veins, in the texture, in the knots and in the colour, will not be considered as defects or faults. On the contrary, their presence should be expected and appreciated. We only select products of the highest quality, but natural characteristics are inevitable and must be accepted as part of the individual appearance of the product.

## **16. LIABILITY AND EXCLUSION OF LIABILITY**

Unless otherwise expressly provided in these Conditions, our liability in respect of any product purchased from our website shall be strictly limited to the purchase price of that product. However, unless otherwise provided by law, we will not accept any liability for the following losses, regardless of their origin: 1. loss of income or sales; 2. loss of business; 3. loss of profits or loss of contracts; 4. loss of anticipated savings; 5. loss of data; and 6. loss of management time or office hours. Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through this website unless expressly stated otherwise on the website.

## **17. INDUSTRIAL AND INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trade mark and other intellectual property rights in the materials or content provided as part of the website belong at all times to us or our licensors. You may use such material only as expressly authorised by us or our licensors. This does not prevent you from using this website to the extent necessary to copy your order information or contact details. 18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS You must not misuse this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other technologically harmful or damaging programs or materials into this website. You shall not attempt to gain unauthorised access to this website, the server on which this website is hosted or any server, computer or database related to our website. You agree not to attack this website through a denial of service attack or a distributed denial of service attack. Failure to comply with this clause may result in violations under applicable law. We will report any breach of such regulations to the appropriate authorities and will cooperate with them in discovering the identity of the attacker. Furthermore, in the event of a breach of this clause, you will immediately cease to be authorised to use this website. We shall not be liable for any damage or loss resulting from a denial-of-service attack, viruses or any other technologically harmful or damaging programs or materials that may affect your computer, computer

equipment, data or materials as a result of using this website or downloading content from it or to which it redirects.

## **19. LINKS FROM OUR WEBSITE**

Where our website contains links to other websites and materials of third parties, such links are provided for information purposes only and we have no control over the content of those websites or materials. Therefore, we do not accept any liability for any damage or loss arising from their use.

## **20. WRITTEN COMMUNICATIONS**

Applicable regulations require that some of the information or communications we send you be in writing. By using this website, you agree that most such communications with us will be electronic. We will contact you by email or provide you with information by posting notices on this website. For contractual purposes, you agree to use this electronic means of communication and acknowledge that any contracts, notices, information and other communications that we send to you electronically comply with the legal requirements to be in writing. This condition will not affect your statutory rights.

## **21. NOTIFICATIONS**

Notifications that you send to us should preferably be sent through our contact form. Subject to clause 19 above and unless otherwise stated, we may send you communications either by e-mail or to the postal address you provide when placing an order. Notifications will be deemed to have been received and correctly made at the time they are posted on our website, 24 hours after an e-mail has been sent, or three days after the postmark date of any letter. In order to prove that the notification has been made, it will be sufficient to prove, in the case of a letter, that it was properly addressed, stamped and delivered to the post office or a post box and, in the case of an e-mail, that it was sent to the e-mail address specified by the recipient.

## **22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The contract is binding on both you and us, as well as on our respective successors, assigns and assignees. You may not transfer, assign, encumber or otherwise convey a contract or any of the rights or obligations arising from it without our prior written consent. We may transfer, assign, encumber, sub-contract or otherwise transfer a contract or any of the rights or obligations arising under it at any time during its term. For the avoidance of doubt, any such transfer, assignment, encumbrance or other transfer shall not affect any rights which you, as a consumer, may have under the law nor shall it negate, reduce or otherwise limit any warranties, whether express or implied, which we may have given you.

## **23. EVENTS OUTSIDE OUR CONTROL**

We will not be liable for any failure to comply with or delay in complying with any of the obligations assumed, when this is due to events beyond our reasonable control ("Force Majeure"). Force Majeure Causes shall include any act, event, failure to perform, omission or accident that is beyond our reasonable control and shall include, but not be limited to: 1. Civil commotion, revolt, invasion, terrorist threat or attack, war (whether declared or not) or threat or preparations for war. 2. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster. 3. Impossibility of the use of trains, ships, aircraft, motor transport or other means of transport, public or private. 4. Impossibility of using public



or private telecommunications systems. 6. Acts, decrees, legislation, regulations or restrictions of any government or public authority. It shall be understood that the obligations shall be suspended during the period in which the Cause of Force Majeure continues, and we shall have an extension of time to fulfil these obligations for a period of time equal to the duration of the Cause of Force Majeure. We will use all reasonable endeavours to bring the Force Majeure Event to an end or to find a solution that will enable us to fulfil our obligations despite the Force Majeure Event.

#### **24. WAIVER**

Failure by us to require you to comply strictly with any of your obligations under a contract or these Terms and Conditions or failure by us to exercise any rights or remedies to which we may be entitled under such contract or Terms and Conditions shall not waive or limit any such rights or remedies or relieve you from such obligations. No waiver by us of any right or remedy shall be deemed to be a waiver of any other rights or remedies arising under the Agreement or the Terms. No waiver by us of any of these Terms or any rights or remedies under a contract shall be effective unless it is expressly stated to be a waiver and is executed and communicated to you in writing in accordance with the provisions of the Notices section above.

#### **25. PARTIAL NULLITY**

If any of these Conditions or any provision of a contract is declared null and void by a final decision of the competent authority, the remaining terms and conditions shall remain in force, without being affected by such declaration of nullity.

#### **26. COMPLETE AGREEMENT**

These Terms and Conditions and any document expressly referred to in them constitute the entire agreement between you and us in relation to the subject matter hereof and supersede any prior agreement, understanding or promise agreed between you and us either orally or in writing. You and we acknowledge that we have consented to the conclusion of a contract without relying on any statement or promise made by the other party or which may be inferred from any statement or writing in the negotiations entered into by the two parties prior to the contract, except as expressly referred to in these Terms and Conditions. Neither you nor we shall have any action against any untrue statement made by the other party, whether orally or in writing, prior to the date of a contract (unless such untrue statement was made fraudulently) and the only action available to the other party shall be for breach of contract in accordance with these Conditions.

#### **27. OUR RIGHT TO MODIFY THESE CONDITIONS**

We reserve the right to modify the Terms and Conditions. The modifications made will not be retroactive. If you do not agree with the modifications introduced, we recommend that you do not use our website.

#### **28. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and contracts for the purchase of products through this website will be governed by Spanish law. Any dispute arising out of or in connection with the use of the website or such contracts shall be subject to the non-exclusive jurisdiction of the Spanish

courts and tribunals. If you are contracting as a consumer, nothing in this clause will affect your rights as a consumer under current legislation.

## **29. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS**

Your comments and suggestions are welcome. Please send us your comments and suggestions, as well as any queries, complaints or claims through our contact form, at the postal or e-mail address indicated in clause 2 of these Conditions. In addition, we have official complaint forms available to consumers and users. You can request them through our contact form. Your complaints and claims to our customer service will be dealt with as soon as possible and in any case within a maximum period of one month. They will also be registered with an identification key that we will inform you of and allow you to follow up on them. If you, as a consumer, consider that your rights have been violated, you can send us your complaints via the e-mail address [info@menaki.es](mailto:info@menaki.es) in order to request an out-of-court settlement of disputes. In this respect, if the purchase between you and us has been made online through our website, in accordance with EU Regulation No 524/2013, we inform you that you have the right to request an out-of-court settlement of consumer disputes with us, which can be accessed via the Internet address <http://ec.europa.eu/consumers/odr/>.

### **ANNEX: MODEL FORM FOR WITHDRAWAL**

You only need to fill in and send this form if you wish to withdraw from the contract.

To contact MENAKI, [devoluciones@menaki.es](mailto:devoluciones@menaki.es).

I hereby give notice that I am withdrawing from my contract of sale for the following goods:

Ordered on/received on (\*):

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is submitted on paper):

Date