

## **INTRODUCTION**

This document (together with the documents mentioned in it) establishes the conditions governing the use of this website and the purchase of products on it (hereinafter the "Conditions"). Please read the Conditions carefully before using this website. When you use this website or place an order on it, you are bound by these Conditions. If you do not agree with all of the Conditions, please do not use this website. These Conditions may be modified. It is your responsibility to read them periodically, since the conditions in force at the time of using the website or agreeing to the Contract (as defined below) shall apply.

## **YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

The information or personal data that you provide us about yourself shall be processed in accordance with the Privacy Statement. By using this website, you consent to the processing of this information and data and declare that all the information and data you provide are true and reflect reality.

## **USE OF OUR WEBSITE**

By using this website and/or placing orders through it, you agree to:

1. Use this website to make legally valid enquiries and orders only.
2. Not to place any false or fraudulent orders. If it can be reasonably considered that an illegal order has been placed, we are authorized to cancel it and inform the relevant authorities.
3. Provide us with your e-mail address, postal address and/or other contact information. In addition, you give your consent for us to make use of this information in order to contact you if necessary (see our Privacy Statement).

If you do not give us all the information we need, we will be unable to process your order. When placing an order through this website, you declare that you are over 18 years old and have the legal capacity to enter into contracts.

## **SERVICE AVAILABILITY**

The articles offered through this website are exclusively available for delivery to Spanish Territory.

## **ENTERING INTO THE CONTRACT**

The information contained in these Conditions and the details contained in this website do not constitute an offer of sale, but an invitation to enter into contract. No contract will exist between us with regard to any product until your order has been expressly accepted by us. If your offer is not accepted but a charge has been made to your account, the amount will be fully refunded. To place an order, you must follow the online purchasing procedure and click "Authorize Payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Remember that this does not mean that your order has been accepted, since it constitutes an offer that you are making us to buy one or more products. All orders are subject to

our approval, which you will be informed of via an e-mail in which we will confirm that the order is being sent (the "Delivery Confirmation"). The contract between us to buy a product (the "Contract") shall be formalized only when we send you the Delivery Confirmation. Only the products listed in the Delivery Confirmation shall be subject to the Contract. We will not be required to provide you with any other product which may have been the subject of an order until we confirm its delivery in a Delivery Confirmation.

## **PRODUCT AVAILABILITY**

All product orders are subject to availability. Therefore, if difficulties occur regarding the supply of products or if there are no articles in stock, we reserve the right to provide you with information about alternative products of an equal or higher quality and value that you may request. If you do not wish to place an order for these replacement products, we will reimburse you any amount which you may have paid.

## **REFUSAL TO PROCESS AN ORDER**

We reserve the right to withdraw any product from this website at any time and to remove or modify any material or content on it. Although we will do everything possible to process every order, exceptional circumstances may arise which require us to reject the processing of an order after the Order Confirmation has been sent. We therefore reserve the right to reject an order at any time, at our sole discretion. We shall not be liable to you or to any third party for removing any product from this website, regardless of whether or not the product was sold; for removing or modifying any material or content from the website; or refusing to process an order once we have sent the Order Confirmation.

## **DELIVERY**

Notwithstanding above regarding product availability and with the exception of extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, within 15 days from the date of the Delivery Confirmation. However, delays may occur for any of the following reasons: product personalisation specialized articles; unforeseen circumstances; or delivery zone.

In relation to virtual gift cards, we will send them on the date that you indicate when you make the order.

If for any reason we are unable to fulfil the delivery date, we will inform you of this situation and we will give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order and be fully reimbursed for the amount paid. Remember that we do not make deliveries on Saturdays or Sundays, except for virtual gift cards, which will be sent on the date that you indicate. For the purpose of these Conditions, the "delivery" shall be deemed to have taken place or the order shall be deemed to have been "delivered" when receipt is signed for at the agreed delivery address, although virtual gifts cards shall be deemed to be delivered according to the

Conditions of Use of the Gift Card and in all cases on the date that the gift card is sent to the e-mail address indicated by you.

### **UNSUCCESSFUL DELIVERIES**

If after two attempts, we cannot deliver your order, we will try to find a secure place to leave it. We will also leave you a note indicating where your order is located and how to retrieve it. If you are not going to be at the delivery location at the agreed time, please contact us to organize delivery on another day. If 45 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand that you wish to cancel the Contract and we will consider it resolved. If the Contract is terminated, we will reimburse you the price paid for these products as soon as possible, and in all cases within a maximum of 30 days from the date on which we consider the Contract as terminated. In these cases, we will be authorized to charge you for the transport costs deriving from delivery and for the Contract termination.

This clause shall not apply to virtual gift cards, which shall be governed by the Conditions of Use of the Gift Card and the above Clause 9.

### **TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

You will be responsible for the risks of the products from the moment they are delivered. You will take ownership of the products when we receive full payment of all amounts due in relation to them, including delivery fees, or at the moment of delivery (as defined in Clause 9 above), if that occurs at a later time.

### **PRICE AND PAYMENT**

The price of each product will be as stipulated on our website at any given time, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, errors may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option to confirm your order at the correct price or to cancel it. If we are unable to contact you, the order will be considered as cancelled and all amounts paid will be reimbursed to you in full. We are not required to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price. The prices on the website include VAT, but exclude delivery costs, which are added to the total amount owed as explained in our Guide to Delivery Costs. The prices may change at any time, but (except in that established above) potential changes will not affect orders for which we have already sent a Delivery Confirmation. Once you have made your purchases, all the articles you wish to buy will have been added to your basket and the next step will be to process the order and make the payment. To do this:

Click on the "Shopping Basket" button at the top of the page. Click "See Basket". Click the "Process Order" button. Complete or check the contact details, the details of your order, the address to which you want the order to be sent and the address to which the invoice should be sent. Enter your credit card details. Click "Authorize Payment "The

procedure for Fast Checkout (as described below) is as follows: Click on the "Shopping Basket" button at the top of the page Click "See Basket".3. Click on the "Fast Checkout" button. Check the contact information, order details, delivery address and invoicing address. Lick "Authorize Payment".

## **ALUE ADDED TAX**

In accordance with the provisions of Article 68 of Law 37/1992 of 28 December on Value Added Tax, the delivery of articles to delivery addresses in Spanish territory, with the exception of the Canary Islands, Ceuta and Melilla, will be deemed to be subject to Spanish VAT. The applicable VAT rate shall be the legally established rate at any given time, according to the specific article in question. For orders sent to the Canary Islands, Ceuta and Melilla, deliveries are VAT-exempt in accordance with Article 21 of Law 37/1992, notwithstanding the application of the corresponding taxes and tariffs under the current legislation in each of those territories.

## **EXCHANGE/RETURN POLICY**

### **VALUE ADDED TAX**

In accordance with the provisions of Article 68 of Law 37/1992 of 28 December on Value Added Tax, the delivery of articles to delivery addresses in Spanish territory, with the exception of the Canary Islands, Ceuta and Melilla, will be deemed to be subject to Spanish VAT. The applicable VAT rate shall be the legally established rate at any given time, according to the specific article in question. For orders sent to the Canary Islands, Ceuta and Melilla, deliveries are VAT-exempt in accordance with Article 21 of Law 37/1992, notwithstanding the application of the corresponding taxes and tariffs under the current legislation in each of those territories.

### **EXCHANGE/RETURN POLICY**

Legal right to cancel the purchase In accordance with the applicable legislation, if you are entering into a contract as a consumer, you may cancel the Contract (except when the Contract is for any of the products for which the right to cancel is excluded in Clause 15.3 below) at any time within 14 working days from the date the order was made. In this case, the amount paid for the product(s) shall be reimbursed. You will be responsible for the direct costs of returning the product when the return is not made via the free means mentioned in Clause 15.3 below. You may accredit the exercising of your right to cancel by any means permitted by law. In all cases, the right shall be validly exercised when you send the cancellation document that we provide to you or by returning the products. This provision does not affect other consumer rights recognized by current legislation.

### **2 Contractual right to cancel.**

In addition to the legally recognized consumer and user right to cancel, mentioned in Clause above, we grant you a period of 30 calendar days from the date of the Delivery Confirmation to return products (except those mentioned in Clause below, excluded from the right to cancel). The return of gift cards is governed by the Conditions of Use of the Gift Card [include link]. In the case of a return, the amount paid for the products

shall be reimbursed. You will be responsible for the direct costs of returning the product when the return is not carried out by the free means mentioned in Clause 3 below. You must exercise the right to cancel by sending the cancellation document which we provide or by returning the products.

Your right to cancel the Contract shall solely apply to the products that are returned in the same condition in which you received them. Please return products using or including their original packaging. You must also include all product instructions, documents and wrapping. In all cases, you must send the product to be returned together with the completed receipt, which you will have received when the product was delivered. No refund will be made if the product has been used, other than opened, or has suffered any damage. You must therefore be careful with the products while they are in your possession. Exchanges may only be made for the same article in a different size

Returns by messenger/courier You must contact us using our returns application so that we can organize a collection from your home. The goods must be delivered in the same package in which they were received, following the instructions that you will find in the "RETURNS" section on this website.

Returns in the Canary Islands, Ceuta and Melilla If you wish to return a product that has been delivered in the Canary Islands, Ceuta or Melilla. You must contact us e-mail [info@nomadicstateofmind.es](mailto:info@nomadicstateofmind.es).

### **Returns of defective products**

In cases in which you consider at the time of delivery that the product does not conform to the Contract, you must contact us immediately using our contact form, stating the details of the product to a messenger that we will send to your home. We will examine the returned product thoroughly and inform you by e-mail within a reasonable period whether it is to be returned or replaced (where appropriate). The return will be processed or the item will be replaced as soon as possible and in all cases within 30 days of the date on which we send you the e-mail confirming that the return or replacement of the defective product is to occur. The amounts paid for any products returned due to damage or defects, where applicable, will be reimbursed in full, including delivery charges incurred as a result of sending the article to you. The refund shall be paid by the same payment means you used to pay for the purchase. All rights recognised under current legislation shall apply.

### **LIABILITY AND WAIVING LIABILITY**

Unless expressly stated otherwise in these Conditions, our liability with regard to any product purchased on our website will be strictly limited to the purchase price of the product. Notwithstanding the above, our liability is not exempt or limited in the following cases:

- In case of death or personal injury caused by our negligence;
- In case of fraud or fraudulent deceit; or
- In any situations in which it would be illegal to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin: loss of income or sales; loss of business; loss of profit or contracts; loss of expected savings; loss of data; and Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we cannot guarantee the accuracy and security of the information transmitted or obtained by means of this website unless expressly established to the contrary therein. All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees regarding them. We exclude all guarantees, except for those consumer and user guarantees that may not be excluded by law. The provisions of this clause will not affect your legal rights as a consumer and user, or your right to cancel the Contract.

## **VIRUSES, PIRACY AND OTHER INFORMATION TECHNOLOGY ATTACKS**

You may not make any improper use of this website by means of the intentional introduction of viruses, Trojans, worms, logic bombs or any other malicious or damaging technological program or material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website by means of a denial-of-service attack or a distributed denial-of-service attack. Failure to comply with this clause shall be considered an offence as defined by the applicable legislation. We will report any failure to comply with this regulation to the corresponding authorities and we will cooperate with them to determine the identity of the attacker. Likewise, authorization to use this website shall be immediately suspended in the event of failure to comply with this clause. We shall not be held liable for any damages or loss resulting from a denial-of-service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from it or from sites to which this website redirects you.

## **LINKS FROM OUR WEBSITE**

If our website contains links to other websites and third-party materials, these links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Therefore, we do not accept any liability for any damages or loss deriving from their use.

## **WRITTEN COMMUNICATION**

The applicable legislation requires some of the information or communications we send you to be in writing. By using this website, you accept that most of our communications will be electronic. We will contact you by e-mail or we will provide you with information by posting notices on the website. For contractual purposes, you consent to use this electronic communication method and recognize that all contracts, notifications, information and other communications that we send you electronically meet the legal requirements of being in writing. This condition will not affect your legally recognized rights.

## **NOTIFICATIONS**

The notifications you send us should preferably be made using our contact form. In accordance with the provisions of Clause 19 above, and unless stated otherwise, we may send you communications either by e-mail or to the postal address you provide us when placing an order. Notifications shall be deemed to have been received and correctly made at the time that they are posted on our website, 24 hours after having sent an e-mail, or within three days following the posting date of any letter. Proof that the notification has been sent shall only require, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an e-mail, that the notification was sent to the e-mail address specified by the recipient.

## **EVENTS BEYOND OUR CONTROL**

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure"). Force Majeure Causes will include any act, event, failure to exercise, omission or accident which is beyond our reasonable control, especially but not limited to the following: strikes, lockouts or other forms of protest. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or otherwise) or threat or preparation for war. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster. Unavailability of trains, ships, aero planes, motor transport or other means of transport, public or private. Unavailability of public or private telecommunications systems. Acts, decrees, legislation, regulations or restrictions of any government or public authority. Strikes, failures or accidents of maritime, river or postal transport or any other type of transport. Our obligations arising from the Contracts will be deemed to be suspended during the period that the Force Majeure continues, and we will have an extension of the deadline for meeting these obligations for a period of time equal to that of the period of the Force Majeure event. We will use all reasonable means to resolve the Force Majeure or to seek a solution that enables us to meet our obligations under the Contract, despite the force majeure.

## **DISCLAIMER**

Lack of requirement on our part for strict compliance on your part with any of the obligations you have assumed under the Contract or these Conditions or our failure to exercise the rights or actions which may correspond to us under said Contract or Conditions, will not result in any waiver or limitation with regard to said rights or actions, or will it exonerate you from meeting such obligations. No waiver on our part of a specific right or action will result in the waiving of other rights and actions deriving from the Contract or Conditions. No waiver on our part of any of these Conditions or of the rights or actions derived from the Contract will take effect, unless it is expressly established that it is a waiver and is formalized and communicated in writing in accordance with that established in the Notifications section above.

## **PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a Contract be declared null and void by a definitive ruling from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by this declaration of nullity.

## **COMPLETE AGREEMENT**

These Conditions and all documents to which they expressly refer constitute the complete agreement between you and us with regard to their subject and replace any other prior pact, agreement or promise convened between you and us verbally or in writing. We and you acknowledge having consented to enter into the Contract without reliance on any declaration or promise made by the other party or which may be inferred from any declaration or document in the negotiations filed by both parties before said Contract, except that which appears expressly mentioned in these Conditions. Neither you or we will be able to take legal action regarding any untrue declaration made by the other party, verbal or in writing, prior to the date of the Contract (except where said declaration has been made in a fraudulent manner) and the only legal action which the other will be able to take will be due to a breach of contract in accordance with the provisions of these Conditions.

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

We have the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in force at the moment when you use this website or place each order, except where by Law or decision of government bodies we have to make retroactive changes to these policies, Conditions or Privacy Policy, in which case the possible changes will also affect any orders you may have placed previously.

## **APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts made through the website are governed by Spanish legislation. Any disputes that arise with regard to the use of the website or these contracts will be subject to the non-exclusive jurisdiction of the Spanish courts and tribunals. If you are contracted as a consumer, nothing in this clause will affect the rights recognized you by the legislation in force.

## **COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions using our contact form.