

Conditions of Purchase of the Website of Little Kings

1. Introduction

This document contains the Conditions that govern the use of this website and the contract that binds the two of us - You and us - (hereinafter the "Conditions"). These Terms set out the rights and obligations of all users (hereinafter "you"/"your") and those of Little Kings (hereinafter "we"/"our"/"the Seller") in relation to the products/ services offered by us through this website or any other website to which we may link you (hereinafter collectively referred to as the "Little Kings Services"). Please read these Terms and our Privacy Statement carefully before clicking the "Authorize Payment" button to place your order. By using this website or placing an order through it, you agree to be bound by these Terms and our Privacy Statement, so if you do not agree to all of the Terms and the Privacy Statement, you should not place any order.

These Conditions may be modified, so you should read them before placing each order.

If you have any questions regarding the purchase conditions or privacy policy, you can consult our website or contact us through our contact form. Boutique Infantil Little Kings SL, is a Spanish company registered under corporate number 432265 with registered office at C/ Ejido del puente, nº 14, Andújar and tax identification number ES B-23549132.

2. Use of our website

These Conditions are the only conditions applicable to the use of this website and replace any other conditions, except with the express prior written consent of the Seller. These Terms are important to both you and us as they are designed to create a legally binding agreement between us, protecting your rights as a customer and our rights as a business. You declare that by placing your order you have read and unreservedly accept these Terms.

You agree that:

3. You may only use the website to make legally valid inquiries or orders.
4. You may not place any speculative, false or fraudulent orders. If we have reasonable grounds to believe that such an order has been placed, we shall be entitled to cancel it and inform the relevant authorities.
5. You also agree to provide us with your email address, postal address and/or other contact information in a true and correct manner and agree that we may use this information to contact you if necessary (see our Privacy Statement).
6. If you do not provide us with all the information we need, we will not be able to process your request. order.

By placing an order through this website, you warrant to us that you are over 18 years of age and have the legal capacity to enter into binding contracts.

3. Service availability

The items offered through this website will be available throughout the European Union.

4. How the contract is formalized

The information and details contained on this website do not constitute an offer to sell, but rather an invitation to do business. No contract will exist between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been debited, the amount of the debit will be refunded to you in full.

To place an order, you will need to follow the online checkout procedure and click on "Authorise Payment". You will then receive an email acknowledging receipt of your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted as it constitutes an offer by you to us to purchase one or more products. All orders are subject to our acceptance and we will confirm such acceptance by sending you an email confirming that the product is being dispatched (the "Dispatch Confirmation"). The contract for the purchase of a product between us (Contract) will only be formed when we send you the Dispatch Confirmation.

Only those products listed in the Dispatch Confirmation will be subject to the Contract. We will not be obliged to supply you with any other products that may have been ordered until we confirm dispatch of those products to you in a separate Dispatch Confirmation.

5. Product availability

All orders for products are subject to availability and, in this regard, if there are difficulties with the supply of products, or if there are no items in stock, we reserve the right to provide you with information about substitute products of equal or greater quality and value that you may order. If you do not wish to order such substitute products, we will refund any amounts you may have paid.

6. Refusal to process an order

We reserve the right to withdraw any Product from this website at any time and/or to remove or edit any material or content on it. Although we will endeavour to process all orders at all times, there may be exceptional circumstances which mean that we may have to refuse to process an order after we have sent the Order Confirmation, and we reserve the right to do so at any time, at our sole discretion.

We will not be liable to you or any third party by reason of our withdrawing any product from this website, whether or not that product has been sold, removing or editing any materials or content on the website, or refusing to process an order once we have sent you the Order Confirmation.

7. Right to withdraw from the purchase

If you are contracting as a consumer, you may withdraw from the Contract at any time.

within 15 days of confirmation of dispatch of your order. In this case, the amount of the order will be refunded to you. More information in our Returns Policy (see Clause 13).

Your right to withdraw from the Contract will apply only to those products that are returned in the same condition as you received them. You must also include all instructions, documents and packaging for the products. No exchanges will be made of the product if it has been used or damaged, so you must take care of the product(s) while they are in your possession.

Please treat the products with reasonable care while they are in your possession and retain, if possible, the original boxes and packaging in case of return.

You will find further details about this statutory right, as well as an explanation of how to exercise it, in clause 13 of these Conditions, and a summary of it when you receive the Shipping Confirmation.

This provision does not affect the rights granted to consumers by current legislation.

8.Delivery

Without prejudice to Clause 5 above and unless extraordinary circumstances arise, we will attempt to dispatch the order for the product(s) listed in the Dispatch Confirmation before the delivery date stated in the Dispatch Confirmation or, if no delivery date is specified, within 15 days from the date of the Dispatch Confirmation.

The delay may be due to the following reasons:

15. Personalization of products; 16. Specialized items; 17. Unforeseen circumstances; or 18. Delivery area;

If for any reason we are unable to meet the delivery date, we will inform you of this circumstance and give you the option of continuing with the purchase by setting a new delivery date or cancelling the order with a full refund of the price paid.

Please note in any case that we do not deliver on Saturdays or Sundays.

For the purposes of these Conditions, it will be understood that "delivery" has taken place or that the product(s) have been "delivered" at the time of signing for receipt of the same at the agreed delivery address.

9.Impossibility of delivery

If we are unable to deliver after two attempts, we will try to find a safe place to leave your package. We will leave you a note explaining where your package is and how to collect it. If you are not going to be at the delivery location at the agreed time, please contact us to arrange delivery at

another day.

10.Transfer of risk and ownership

The risks of the Products will be your responsibility from the moment of delivery.

You will own the products when we receive payment in full of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in clause 8), whichever is later.

11.Price and payment

The price of the products will be as stated on our website at any given time, except in the case of an obvious error. Although we try to ensure that all prices on the website are correct, errors may occur. If we discover an error in the price of the products you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it.

If we are unable to contact you, the order will be considered cancelled and any amounts paid will be fully refunded.

We will not be obliged to supply the product(s) to you at the incorrect lower price (even after we have sent you the Dispatch Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

Prices on the website include VAT but exclude shipping costs, which will be added to the total amount due as set out in our Shipping Costs Guide.

Prices may change at any time but (except as set out above) any changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Once you have made your purchases, all the items you wish to purchase will have been added to your basket and the next step is to process the order and make the payment. To do so:

- 1.Click the "Cart" button at the top right of the page.
- 2.Log in and click the "Confirm" button.
- 3.Select the shipping method and address and click the "Continue" button.
- 4.Select the payment method and click the "Continue" button.
5. Check your order details and click continue.
- 6.You will be redirected to the instructions for the selected payment method.

You can make the payment by bank transfer and with Visa, Mastercard, American Express cards... . To minimize the risk of unauthorized access, your credit card data will be encrypted through the BBVA 3Dsecure payment gateway. Once we receive your order, we will pre-authorize your credit card to ensure there are sufficient funds to complete the transaction.

By clicking "Authorize Payment" you are confirming that the credit card is yours.

We use "Verisign" to ensure that the payment has been made safely.

Credit cards will be subject to verification and authorization by the issuing entity, but if the entity does not authorize payment, we will not be responsible for any delay or non-delivery and we will not be able to enter into any Contract with you.

12. Value added tax

In accordance with current regulations, all purchases made through the website will be subject to Value Added Tax (VAT), except for those destined for the Canary Islands, Ceuta and Melilla.

In this regard and in accordance with Chapter I of Title V of Council Directive 2006/112 of 28 November 2006 on the common system of VAT, deliveries shall be deemed to be located in the Member State indicated in the delivery address of the articles, with the applicable VAT rate being the legally in force rate in each Member State of the destination of the articles that has been stated in each order.

In accordance with the regulations applicable in each jurisdiction, in the case of deliveries of goods made in certain member countries of the European Union to a business or professional recipient, the "reverse charge" rule (article 194 of Directive 2006/112) could be applied, which would imply that Boutique Infantil Little Kings SL does not have to pass on VAT, without prejudice to the recipient's obligation to pass on the tax accrued in the transaction.

For orders to the Canary Islands, Ceuta and Melilla, deliveries will be exempt from VAT pursuant to the provisions of Article 146 of the aforementioned Directive, without prejudice to the application of the corresponding taxes and tariffs in accordance with the regulations in force in each of them.

13. Exchange/return policy

Returns in exercise of the right to withdraw from the purchase.

General policy: If you wish to withdraw from the Contract within the period specified in clause 7 above, you may return the merchandise to us at our headquarters at the address C/ Ejido del puente, nº 14 23740 Andújar (Jaén) through any courier service.

You must return the merchandise correctly packaged, following the instructions found in the "RETURNS" section on our website.

Please note that if you decide to return items to us postage due we will be entitled to charge you for any costs we may incur.

If you have any questions, you can contact us through our contact form or by calling 953 50 45 00.

Please return the item using or including its original packaging, along with any instructions, documentation and packaging that may have accompanied it.

After examining the item, we will inform you whether you are entitled to return the product for exchange. The return will be made as soon as possible and, in any case, within 30 days from the date on which you notified us of your intention to withdraw.

No exchange or return will be made for products that are not in the same condition in which you received them, or that have been used beyond the mere opening of the product.

Exchanges can only be made for the same item in a different size or color.

Returns of defective products

In cases where you consider that at the time of delivery the product does not comply with the provisions of the Contract, you must contact us immediately using our contact form, providing details of the product as well as the damage it has suffered, or by calling the number 953 50 45 00 where we will tell you how to proceed.

The product can be returned by delivering it to your home address to a courier that we will send.

We will carefully examine the returned product and will inform you by email within a reasonable period of time whether the return or replacement of the item is appropriate (if applicable). The return or replacement of the item will be carried out as soon as possible and, in any case, within 30 days from the date on which we send you an email confirming that the return or replacement of the non-conforming item is appropriate.

Amounts paid for products that are returned due to a defect or fault, when this actually exists, will be fully refunded, including the delivery costs incurred to deliver the item to you. The refund will be made using the same payment method used to pay for the purchase.

The rights recognized by current legislation are safeguarded.

14.Responsibility and exemption from liability

Our liability in connection with any Product purchased on our website shall be strictly limited to the purchase price of such Product.

Nothing in these Conditions of Purchase excludes or limits in any way our liability:

31.In cases of death or personal injury caused by our negligence; 32.In cases of fraud or fraudulent misrepresentation; or 33.In any matter where it would be illegal or unlawful for us to exclude, limit or attempt to exclude or limit our liability.

Without prejudice to the preceding paragraph and to the extent permitted by law and except as otherwise provided in these Terms, we will not be liable for any indirect damages that arise as a side effect of the main loss or damage, however arising, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including but not limited to:

34. loss of income or sales; 35. loss of business; 36. loss of profits or loss of contracts; 37. loss of anticipated savings; 38. loss of data; and 39. loss of management time or office hours.

Due to the open nature of this website and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through this website unless

unless expressly stated otherwise therein.

All product descriptions, information and materials on this website are provided "as is" and without warranties of any kind, express, implied or otherwise.

To the extent permitted by law, we exclude all warranties except those warranties which may not lawfully be excluded against consumers.

The provisions of this clause shall not affect your rights recognized by law as a consumer, nor your right to withdraw from the Contract.

15. Intellectual property

You acknowledge and agree that all copyright, trademarks and other intellectual property rights in the materials or content supplied as part of the website shall remain at all times vested in us or our licensors. You may use such material only in the manner expressly authorised by us or our licensors. This shall not prevent you from using this website to the extent necessary to copy your order information or Contact details.

16. Written communications

Applicable law requires that some of the information or communications we send to you should be in writing. By using this website, you agree that most of the 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 you acknowledge that all contracts, notices, information and other communications that we send to you electronically satisfy any legal requirement that they be in writing. This condition does not affect your statutory rights.

17. Notifications

Any notices you send to us should preferably be sent via our contact form. Subject to clause 16 and unless otherwise stated, we may send you communications either by email or to the postal address provided by you when placing an order.

Notices will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter.

To prove that service has been made, it will be sufficient to prove, in the case of a letter, that it was correctly addressed, properly stamped and duly delivered to the post office or a mailbox and, in the case of an e-mail, that it was sent to the e-mail address specified by the recipient.

18. Assignment of rights and obligations

The Agreement between You and us is binding on both You and us, as well as on our respective successors, assigns and legal representatives.

You may not transmit, assign, encumber or otherwise transfer a Contract or any of your rights or obligations under it to or from you without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise transfer a Contract or any of the rights or obligations arising under it to or from us at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other transfer will not affect your statutory rights as a consumer or void, reduce or otherwise limit any express or implied warranties we may have given you.

19.Events beyond our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

Force Majeure Events shall include any act, event, failure to exercise, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

- 45.Strikes, lockouts or other protest measures.
- 46.Civil commotion, riot, invasion, terrorist attack or terrorist threat, war (whether declared or not) or threat or preparation for war.
- 47.Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- 48.Inability to use trains, ships, planes, motor transport or other means transportation, public or private.
- 49.Inability to use public or private telecommunications systems.
- 50.Acts, decrees, legislation, regulations or restrictions of other governments.
- 51.Strikes, failures or accidents involving maritime or river transport, postal transport or any other type of transport.

Our obligation to perform under any Contract will be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance of our obligation for the duration of that period.

We will use all reasonable efforts to bring the Force Majeure Event to an end or to find a solution whereby we can perform our obligations under the Contract despite the Force Majeure Event.

20.Resignation

If during the term of a Contract we fail to insist upon strict performance of any of your obligations under it or these Terms, or if we fail to exercise any of the rights or remedies which we are entitled to exercise or have under that Contract or these Terms, that will not constitute a waiver of those rights or remedies and will not relieve you from compliance with those obligations.

Any waiver by us of performance shall not constitute a waiver by us of any further performance.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you by written notice.

written in accordance with the provisions of the Notifications section above.

21.Divisibility

If any of these Conditions or any provision of a Contract is held by any competent authority to be invalid, illegal or unenforceable to any extent, that provision will be severed from the remaining conditions and provisions which will continue to be valid to the fullest extent permitted by law.

22.Contract Integrity

These Conditions and any documents expressly referred to in them constitute the entire agreement between you and us in relation to the subject matter of the Contract and supersede any previous agreement, understanding or arrangement between you and us, whether oral or in writing.

You and we acknowledge that we have agreed to enter into this Agreement without relying on any representation or promise made by the other party or which might be inferred from any statement or writing in the negotiations between us prior to this Agreement, except as expressly mentioned in these Conditions.

Neither you nor we will have any remedy in respect of any untrue statement made by the other party, whether oral or in writing, prior to the date of the Contract (unless such untrue statement was made fraudulently) and the other party's only remedy will be for breach of contract as provided in these Conditions.

23. Our right to modify these conditions

We have the right to review and modify these Conditions at any time.

You will be subject to the policies and Conditions in force at the time you place each order, unless by law or decision of government agencies we must make changes to said policies, Conditions or Privacy Statement, in which case, the possible changes will also affect orders that you had previously made.

24.Applicable legislation and jurisdiction

Contracts for the purchase of products through our site will be governed by the legislation Spanish.

Any dispute arising from or related to 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 the rights that you as such are recognized by current legislation.

25.Comments and suggestions

Your comments and suggestions are welcome. Please send us such comments and suggestions via our contact form.