

## **Terms and conditions**

Mayoral Moda Infantil SAU (from now on MAYORAL) puts at your disposition an online purchasing service allowing you to shop from your computer for products available in our online store. You will also be able to enjoy exclusive promotions, gifts and special offers.

The following conditions regulate the sale of products presented on this web page by: Mayoral Moda Infantil SAU, C/ La Orotava 118, Málaga (España), C.P. 29006, inscribed in the Registry of Commerce of Malaga page 200, Tomo 1240 of the archive, book nº 153, in the general societies section, page MA-6554, inscription 1ª.

### **Contents ownership**

All illustrations, designs, icons, graphics, photographs, images and any other element that forms a part of the web page are exclusive property of Mayoral Moda Infantil SAU.

All elements of this web page are designed for the purpose of offering the sale of products identified by the brand name MAYORAL. The copying or usage of said elements does not involve the transfer of any rights. This means that the reproduction, publication, transmission, modification or distribution of any element on this web page is strictly prohibited.

### **Offer coverage**

Our products are distributed in the following countries: Spain (Excluding Ceuta and Melilla), Portugal (Excluding Madeira and Azores), United Kingdom (Excluding Channel Islands, Scottish Islands and Isle of Man), Ireland, Italy (Excluding San Marino), France, Germany, Greece, Poland, The Netherlands, Belgium, Romania, USA, Denmark, Sweden, Finland, Bulgaria, Russia (Only post codes covered by our delivery partner - You can check your post code at the checkout) and Mexico.

### **Purchase guarantee**

The items offered on this web page are a selection of products from the MAYORAL collection and comply with the same quality and guarantee requirements as products for sale in MAYORAL establishments.

MAYORAL has made a special effort to ensure that the item colours are as close to the actual colour as possible. Although, the item colour that appears on screen may vary depending on the quality of the computer monitor. Because of this MAYORAL cannot guarantee that the colour appearing on your screen is exact.

Special offers, promotions or discounts will be valid until the indicated date or until stocks last.

In the case of a defective product, Mayoral will proceed with the repair, substitution, change in price or termination of the contract, all of these options will be free for the consumer and user. Mayoral will respond to a lack of conformity if it becomes apparent within 3 years as of the delivery date. The user and consumer must inform the sales person of the lack of conformity within 2 months of the problem arising.

## **Purchase procedure**

The items that you would like to acquire must be selected and added to the shopping cart by clicking on the corresponding icon. The shopping cart will contain the selected item references, name, size, chosen colour, and the corresponding price (tax included).

The shown price does not include the shipping given that the tariffs vary depending on the country and chosen shipping method. Said price will be indicated in the shopping cart before the purchase process begins.

During the purchase process, personal details will be requested in order to incorporate them in our data base for the order process and to facilitate any future purchases in MAYORAL. You will have access to your personal details and all order information through the "My account". Please remember that personal details provided must be exact to avoid any confusion or incidents in the shipping of/the item/s acquired.

Once the order has been placed and before the shipping of the order, an order summary will be presented, identifying the article/s acquired, the total price (tax included) and the shipping details.

When the transaction has been confirmed, the order number will be given on the web page so as that you are able to track the order at all times from your computer. An email will also be sent, with a description of the order and the provided personal details. If said email is not received it could be because of a connection problem or an error in the email address provided. In either case we recommend that you contact customer service.

If, at the time of the order being received our warehouse detects that any of the items are not in stock/unavailable, we will try to locate said item/s. If this is not possible, the client will be notified immediately.

Mayoral contributes to protecting the environment through digitalisation and is committed to electronic media. The client will be able to consult and download their invoices from the web whenever they wish. Unless expressly requested, invoices will not be sent in paper format.

## **Currency and tax**

The prices shown on this web page are shown in the relevant country currency and include tax.

Once the order has been placed and before the order payment is made, a final order summary will be shown with details of the item/s purchased and their total price included tax.

MAYORAL gives users the option to choose a country or region as a destination in order to see the correct price with included tax. If the shipping address is changed after this point and the country or region changes, the price shown in final order summary may vary.

## **Payment method and security**

MAYORAL will only accept payments made by credit or debit cards supported by the payment system and payments made by PayPal. If you choose to pay via PayPal you will be redirected to the PayPal page, from where you will be able to make payment using your Paypal account quickly and safely without having to provide any financial information.

For payments made with a credit or debit card the charge will be made online, in real time, through the payment system of the corresponding financial entity, once the provided details have been checked as correct. With the objective of giving the maximum security to payment, MAYORAL uses first rate e-commerce financial entities. This means, that the card details used for payment will be encrypted. This solution guarantee's the security of the communication through a coded dialogue, endorsed through the Company VeriSign, leader in online security and digital SSL certificates.

As a complementary action to the payment system and with the objective of collaborating in the prevention of fraud through the Internet, MAYORAL reserves the right to request its customers' information and additional documents for the purpose of finalising the Order. Mayoral will verify said personal data provided, as well as adopt the measures it deems appropriate (including the cancellation of the order) so that the merchandise purchased is delivered in accordance with the data contained in the order.

Your card could be denied for one of the following reasons:

- The card has expired. Check that the card has not exceeded its validity date.
- The card limit may have been reached. Check with your bank that the card limit has not been exceeded.
- The details introduced may be incorrect. Check that you have filled in the necessary fields correctly.
- If it is for another reason, please contact the issuing bank to clear up the motives as to why the operation has been denied.

Mayoral ensures online shopping security at all times. Our commercial process has been audited by Confianza Online and given the satisfactory result we obtained the Confianza Online stamp of approval.

The parties submit, at their choice, to resolve conflicts renouncing any other jurisdiction, to the courts of the consumers residence. Also, as an entity attached to TRUST ONLINE and the terms of its Code of Ethics, in case of disputes relating the contract, online advertising, data protection and child protection, the consumer will be able to resort to the system of extra-judicial settlements of TRUST ONLINE ([www.confianzaonline.es](http://www.confianzaonline.es)).

We provide you a [link](#) where you can view, download or print the code of ethics or conduct of TRUST ONLINE.

## **Shipping**

The delivery country must coincide with the purchase country. When you visit Mayoral.com you will indicate your Country and Language preference, the available delivery States/Counties are related to the selected Country. If at any time you would like to change the Country you can do so.

To avoid problems with the delivery (wrong address, consignee not located, etc.) it is essential to complete the form correctly during the purchase process.

Mayoral offers several shipping methods for you to select from during the purchase process, depending on the delivery country some will be available and others not:

1. **Collect in store:** You can collect your order in the associated stores that Mayoral has enabled. Once the order arrives in our store we will contact you by email so as that you can collect your order. You will have 15 days from the receipt of the email to collect it, after this time Mayoral will automatically send the order back and process the return. The person who collects the order will have to present the order number and some form of identification (DNI, NIE, passport etc).
2. **Home delivery:** Using an international delivery company we can deliver to the address indicated during the purchase process (Home address, Work address, etc.) Never to a post box as the delivery must be signed for.
3. **Collection Points:** It is also possible to receive your package at one of the points of convenience included in our network. You can directly check your nearest point by selecting the shipping method when processing your order.

Both the shipping costs and delivery times depend on the type of shipment selected. You can find out before processing the order:

<b>Countries</b>	<b>Delivery method</b>	<b>Delivery time</b>	<b>Shipping costs</b>
Belgium	Standard delivery	Between 3 and 5 working days	5,95€
	Express delivery	Between 2 and 4 working days	9,95€
	Collection Points	Between 3 and 5 working days	4,95€

- The shipping costs can increase if the volume of the order is big or if the packing used is special.
- The delivery times can increase during sales and promotions periods.

Through "My account" in "Orders" you can track your order status. You will receive an email each time your order status changes.

Shipping costs can be changed at any time without notice. Said changes will be applicable as of the moment that they are included in the contract published on this web page. In any case, the delivery costs will be those that appear at the time the order is placed.

### **Cancelations, returns/refunds and changes**

You can only cancel an order if its status is "Received", once the status of the order changes to "Preparation" cancellation will no longer be possible. To cancel the order you only have to enter "My account", select "Orders" and locate the order you want to cancel. Once the order has been canceled, you will be refunded in the same way that you paid the order. This process may take a few days and it depends on your bank.

If upon receipt of the purchase you are not satisfied, Mayoral allows its return within 30 calendar days from the date of the delivery of the order. To do so, enter "My account" and select "Returns". In the case of returning the entire order within the first 14 days since the date of the delivery, which is the legal period for exercising the right of withdrawal, Mayoral will refund the total amount of the order including the shipping costs if any; but once the legal term has elapsed you will be refunded only the price paid for the products and not the shipping costs, except if the return of the entire order is due to a fault. You can also use the withdrawal form although its use is not mandatory and we recommend using the automated process through "My Account" described above.

Mayoral offers three return methods or systems that will be available or unavailable depending on the country you place the order from:

- Free returns from associated Mayoral stores near your home. It is possible to make a return in authorised Mayoral stores, processing the return through "My account" before going to the store.
- Free returns through our courier service or collection/drop-off points. Remember to always request a receipt when leaving your return. Mayoral is not responsible for the loss of undocumented returns.
- Return by your own means: The client can return by his own means too Mayoral Online, Calle Bruselas 43 – 29006 Malaga, Spain. We recommend that the package is correctly sealed, closed and sent by registered mail if possible. Mayoral is not responsible for any damage, loss or costs incurred when this method is chosen.

In any case, the customer shall:

1. Process the return through "My Account".
2. Prepare the return by re-using the shipping bag itself or, in its absence, an appropriate packaging (box, bag, etc.).
3. On the outside, fix the courier's return label, if any.

#### 4. Seal the bag correctly.

When the returned items are received at Mayoral, they will pass through the quality control department.

When the return is authorised, a refund will be issued for the amount of the returned items. The refund will be made the same way the purchase was done, remember that this process can take a few days, depending on your bank.

If the return is not authorised you will be notified by email, in this case you can contact the customer service department for further details of the evaluation. In the case of none authorised returns Mayoral is under no obligation to refund the amount of the returned items. If the client would like to receive the returned items back, Mayoral will send them to the indicated address, but delivery charges will be charged to the client.

The client will pay any direct charges for the returning of products if they have not chosen one of the earlier mentioned free return methods.

Mayoral reminds you that all items that are to be returned must be in the conditions in which they were sent, never used and with all the tags. In any case, returns of the following items are not allowed: swimwear, underwear (knickers, socks, tights...), hair accessories, earrings, custom jewelry and cosmetics, except for faulty items.

If you would like to change a size or an item for another you must firstly process the return of the item that you would like to change and then make a new order for the new item or size. Exchanges will only be available in authorised associated Mayoral stores in the following cases:

1. Exchange of size (colour changes are not allowed).
2. Exchange of fault (for the same item, of identical colours and size).

These changes will be subject to the availability at said Mayoral stores, to the presentation of the valid delivery note and for the items to be unused and with the original labeling.

For these exchanged items you will have 30 days from the date of the change in case of needing a return, which you must do at authorised Mayoral stores, submitting the online delivery note and the exchange receipt given at the Mayoral store. The return of the amount to the customer will be sent, after receiving and reviewing the item at our headquarters, to same payment method used when purchasing the order.

Size or fault exchanges in store will not be possible on discounted items.

The exchanges in store will not be possible in Mayoral Outlet stores.

#### **Security and data confidentiality**

Mayoral guarantees the security of the personal data you provide us. When necessary, Mayoral's web pages use SSL encryption to ensure the security of data being transmitted. In Mayoral, the saved data is stored in controlled servers with limited access. Your information may be stored or processed in Spain or any other country where Mayoral, their affiliates or agents are located.

Mayoral will never send you an email asking for the confirmation of personal information. If you receive a communication of this type, please forward it to [info@mayoral.com](mailto:info@mayoral.com).

Mayoral informs that they have implanted the technical and organisational measures necessary to guarantee the safety of your data and avoid modification, loss, unauthorised access or treatment by having taken in to account the nature of the saved data and complying with the LOPD (Data protection act), If you would like further information please check our Privacy policy.

If you have any questions or queries regarding the collection, use or communication of your personal information you can consult our Privacy policy or complete a form through our [Contact](#) page.

Departamento e-commerce  
Mayoral Moda Infantil SAU  
Calle La Orotava nº 118  
Málaga, España CP: 29006

### **Opening hours**

You can shop on Mayoral.com 24 hours a day, 7 days a week, 365 days of the year.

### **Applicable laws and jurisdiction**

This web pages server is located in Spain. The present General purchase conditions are in accordance to Spanish legislation. All parts are submitted, through choice, for the solution of conflicts and renounce any other regional code of laws, courts and tribunals in the user's home area. As an entity complying to Confianza Online and their ethical code, in the case of controversy relating to contracts, online publications, data protection and protection of minors, the user can apply to the extra judicial solutions of Confianza Online. ([www.confianzaonline.es](http://www.confianzaonline.es))

### **Customer service**

For any doubts, suggestions, claims or queries about our online store, you can contact our Customer service department using any of the below methods:

Belgium - Online Customer Service

- By email: [infobe@mayoral.com](mailto:infobe@mayoral.com)
- By telephone: 800 26 173
- By ordinary post: Mayoral Moda Infantil SAU, Calle La Orotava nº 118, Málaga, España, CP: 29006.

MAYORAL will attend to your request as soon as possible.

