## Terms and Conditions

Abel&Lula, registered trademark of Mayoral Moda Infantil SAU puts at your disposal an online shopping service that will allow you to buy from your computer some of the items available in our online store. In addition, you can enjoy promotions, gifts and special offers, designed exclusively for you.

We invite you to review the general conditions that regulate the purchase of Abel&Lula products through this website. In this sense, the use of this website constitutes your agreement to these general conditions. However, if you have any questions about them, please contact our Customer Service department.

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 Abel&Lula. 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

The products offered in our online shop are distributed to member states of the European Union, to Spain (except Ceuta, Melilla), Portugal (except Madeira and the Azores), the United Kingdom (except the Isle of Man, Scottish Islands and the Channel Islands), Ireland, Belgium, Italy, Poland, Romania and Greece.

# **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 price shown does not include the shipping fee 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 database for the order process and to facilitate any future

purchases from Abel&Lula. 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 item/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 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, and the paid item amount will be returned in a few days.

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.

Abel&Lula 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

Abel&Lula will only accept payments made through a credit or debit card supported by the payment system or gateway and through PayPal. If you choose to pay with PayPal you will be redirected to the PayPal page and from there you can pay with your PayPal account quickly and safely, without sharing financial information.

For payments made with a credit or debit card, the charge will be made online, in real time, through the payment gateway of the corresponding financial institution, once it

has been verified that the data reported is correct. With the aim of giving maximum security to the payment system, Abel&Lula uses secure payment systems from leading financial entities in electronic commerce. In this sense, the data of the card used for the payment are transmitted encrypted. This solution guarantees the secrecy of communication through a dialogue with encryption keys, backed by the company GeoTrust leader in security and SSL secure digital certifications.

As a complementary measure to the payment system and with the aim of collaborating in the prevention of fraud over the Internet, Abel&Lula reserves the right to verify the personal data provided by the customer and adopt the measures it deems appropriate (including the cancellation of the order) so that the merchandise acquired is delivered in accordance with the information contained in the order.

Your card may be rejected for one of the following reasons:

- The card could be expired. Check that your card does not exceed the expiry date.
- The limit of the card may have been reached. Check with your bank that the card has not exceeded the amount allowed to make purchases.
- Some entered data may be incorrect. Please check that you have correctly filled in all the necessary fields.
- If there is any other reason, you should contact your bank that issued the card to clarify the reasons for a denied transaction.

# Shipping

The delivery country must coincide with the purchase country. When you visit abelandlula.com you will indicate your Country and Language preference; the available delivery Regions/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.

Abel&Lula 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:

- 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.
- 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 this information before processing the order:

Country	Delivery Method	Delivery Time	Shipping Cost
Ireland	Standard delivery	6-8 days	5,95€
	Express delivery	2-3 days	14,95€

- The shipping costs can increase if the order volume is high or if the order requires special packaging.
- 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.

# Cancellations, returns/refunds and exchanges

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, go to "My account", select "Orders" and locate the order you want to cancel. Once the order has been cancelled, 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, Abel&Lula allows its return within 30 calendar days from the order's delivery date. 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, Abel&Lula 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.

Abel&Lula offers three return methods that will be available or unavailable depending on the country you place the order from:

• Free returns through our courier service or collection/drop-off points. Remember to always request a receipt when leaving your return. Abel&Lula is not responsible for the loss of undocumented returns. • Return by your own means: The customer can return by their own means to Abel&Lula, Mayoral Moda Infantil SAU, Calle Bruselas N°43 – 29006 Málaga, España. We recommend that the package is correctly sealed, closed and sent by registered mail if possible. Abel&Lula is not responsible for any damage, loss or costs incurred when this method is chosen.

In any case, the customer should:

- 1. Process the return through "My Account".
- 2. Prepare the return by re-using the shipping bag itself or, alternatively, 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 Abel&Lula, 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, Abel&Lula is under no obligation to refund the amount of the returned items. If the customer would like to receive the returned items back, Abel&Lula will send them to the indicated address, but delivery charges will be charged to the customer.

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

Abel&Lula reminds you that all items that are to be returned must be in the conditions in which they were sent, unused 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 jewellery 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.

# **Security and data confidentiality**

Mayoral Moda Infantil SAU guarantees the security of the personal data you provide us. When necessary, Mayoral Moda Infantil SAU's web pages use SSL encryption to ensure the security of data being transmitted. At Mayoral Moda Infantil SAU, 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 Moda Infantil SAU, their affiliates or agents are located.

Abel&Lula 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 infouk@abelandlula.com and delete it from your computer.

Mayoral Moda Infantil SAU informs you 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 or Privacy Policy or send an email to infouk@abelandlula.com

E-commerce Department Abel&Lula - Mayoral Moda Infantil SAU Calle La Orotava nº 118 Málaga, España CP: 29006

# **Opening hours**

You can shop on abelandlula.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)

#### **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:

Ireland (Service Client Online)

- By email: infoie@abelandlula.com
- By telephone: 1800 817 316
- By ordinary post: Abel&Lula Mayoral Moda Infantil SAU, Calle La Orotava 118, Málaga, Spain, CP: 290006 Abel&Lula will attend to your request as soon as possible.