

Terms and conditions of sale

GENERAL SALES CONDITIONS

The use of the services of the Internet store of obstare.com (hereinafter Obstare) presupposes, in any case, the adhesion to the present General Conditions of Contracting, the majority of age of the user and his capacity to contract. Therefore, it is advisable that the customer reads these General Terms and Conditions before proceeding to make a purchase. This document can be printed and stored by the Customers. On the other hand, Obstare, in case of any modification of the present General Conditions, will always respect those that the user has accepted at the moment of making the purchase. In case of any incident or claim in the delivery, shipment or return of the product or products of an order, as well as for any doubt, suggestion or query about our e-commerce service, we make available our Customer Service through the Contact section of this Web, the e-mail address obstare@obstare.com or by calling **+34 933098525**.

1. LEGISLACIÓN APLICABLE Y JURISDICCIÓN COMPETENTE

These General Conditions are subject to the provisions of Law 7/1998, of April 13, 1998, on General Contracting Conditions, to Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the Defense of Consumers and Users, to Royal Decree 1906/1999, of December 17, 1999, which regulates the Telephone or Electronic Contracting with general conditions, the Organic Law 15/1999, of December 13, 1999, on Personal Data Protection, the Law 7/1996, of January 15, 1996, on Retail Trade Regulation, and the Law 34/2002 of July 11, 2002, on Information Society Services and Electronic Commerce.

On the other hand, the user, by simply accessing this website, agrees with Obstare that all disputes arising from the access and use of this website or about the interpretation, application or fulfillment of these conditions of use, will be under the jurisdiction of the Judges and Courts of Barcelona (Spain), and therefore expressly waives any other jurisdiction that may correspond to him/her. In any case, all matters relating to this website, as well as these conditions of use, shall be governed by Spanish Law.

2. MODIFICATION OF GENERAL CONDITIONS

Obstare may modify the General Conditions by notifying the Clients with sufficient advance notice, in order to improve the services and products offered through obstare.com. By modifying the General Terms and Conditions posted on the Web site of obstare.com it will be understood that this duty of notification has been fulfilled. In any case, before using the services or contracting products, the General Conditions may be consulted.

3. FIELD

The present general conditions apply strictly to the sales of all products resulting from orders placed on this Web Site owned by Editorial Obstare S.L.U. (see legal notice of this Web site).

4. PRODUCTS

The Products offered for sale by the Company are those appearing on the Website, on the date on which the Website user consults it, within the limits of available stocks.

The risks (in particular loss, theft or deterioration) relating to the Products delivered shall be transferred to the Buyer.

5. PRICES

The prices of the products are final retail prices, in Euros and in force, except for typographical errors, and Obstare reserves the right to modify them without prior notice. No additional taxes will be charged on the prices of the products, except for shipping costs.

The amount of the shipping costs will be indicated to the customer at the time the order is placed.

Once the purchase order has been completed, and before making the payment, the customer will be provided with a final summary identifying the item/s purchased and their total price (including shipping and taxes). Once the payment has been formalized, this information will be sent, together with the confirmation of receipt of the payment, to the e-mail address indicated by the buyer.

Buyers undertake to use the products purchased only for private use, being completely excluded the purchase for further marketing, transmission to third parties, or public communication of any kind without the prior and special authorization of Obstare, which must be requested and granted on a case by case basis.

In order to ensure compliance with this commitment, and also in order to avoid that possible errors in data entry result to the detriment of the users of this Web page, Obstare reserves the right to suspend the effectiveness of purchase orders that at first

sight imply unusual or inadequate volumes for the particular use. In this case, Obstare will immediately contact the purchaser in order to clarify the matter as soon as possible.

6. PAYMENT METHODS

When placing the order, the customer is free to choose to pay for purchases made on the Website by means of:

- PayPal. If you have a PayPal account you will be able to pay your purchases instantly and without handling fees.
- VISA/MASTERCARD credit and debit card: The charge will be made in real time through the Redsys payment gateway assigned to Obstare.

7. SHIPPING COSTS

The term “shipping costs” includes the costs of logistical handling, postage, packaging and transport.

The total weight of the order is the sum of the individual weights of each product plus the weight of the packaging.

To calculate the cost, we use the rates provided by our logistics operators. These rates always depend on the country of destination and the weight of the shipment.

In the on-line purchase process, shipping costs are automatically calculated so that the user can see the total amount of his purchase before confirming it.

8. DELIVERY AND SHIPPING TIMES

Orders will be delivered within approximately 3 to 5 working days from the date of order.

This period may vary depending on the specific circumstances of each order. It is therefore noted that this period is merely indicative. However, Obstare will make every effort to respect this deadline and will not be responsible in case of exceeding the initially estimated deadline, especially those that may be altered by extraordinary incidents in transport and difficulties in the delivery of the goods.

Delivery of orders shall be subject to stock availability. In the event of supply issues or out of stock, the customer will be informed immediately.

Orders may be delivered in Spain, Peninsula and Balearic Islands, including the Canary Islands, Ceuta and Melilla. For orders outside these territories, please contact Obstare directly by e-mail at obstare@obstare.com

9. RETURNS

Our policy, in compliance with current regulations, is to grant you the right to return any item purchased on the Website within 7 working days from the date of receipt. To make such return, the product must be in perfect condition and in its original packaging.

Along with the delivery of the order you must attach the invoice or document that assures us that you have purchased it in our store. This document will be essential to proceed with the exercise of the right of withdrawal.

Once we receive the goods in our warehouse, and after checking the condition of the same, we will proceed to refund the amount, within approximately 15 working days. Except in case of error in the order by Obstare, the costs generated by the return will be borne by the customer.

10. ORDER CONFIRMATION AND DOCUMENTATION

The validation of the order by the customer expressly implies knowledge and acceptance of these general conditions of contract as part of the conclusion of the contract. In the absence of proof to the contrary, the data recorded by our store constitutes proof of all transactions made between Obstare and its customers.

The electronic document in which the contract is formalized will be archived and accessible. Obstare will keep a copy of the order placed by the Buyer, which will be sent to the Buyer upon request.

Once the purchase has been made and as soon as possible, Obstare will send the confirmation and proof of the purchase you have made by e-mail together with the order number. If you do not receive it or if you do not agree with the information contained in such confirmation, you may request the modification, rectification or cancellation of the order through our customer service.

11. CUSTOMER SERVICE

For any possible incident or claim in the delivery, shipment or return of the product or products of an order, as well as for any doubt, suggestion or query about the online store you can contact the Customer Service through the Contact section of this website, the email **obstare@obstare.com** or by calling **+34 933098525**.