

General Terms and Conditions of Business of Kecocdesign

1. General – Area of application

All offers, deliveries and activities of Kecocdesign for goods and services are undertaken solely on the basis of these General Terms and Conditions of Business (hereinafter called GCB's). Divergent terms must be confirmed in writing.

2. Conclusion of the contract

Orders placed in writing, online via the webshop, by email or orally by phone are binding. Collateral agreements made orally must be confirmed in writing by both parties (e.g. by email) to be valid. The contract comes into being as soon as Kecocdesign has sent an order confirmation to the Customer, in general cases before 48 hours. It is essential to check both the data and the order, because if there is any error, the customer should be responsible for any charges that may result.

3. Prices

All stated prices are final prices inclusive VAT Value Added Tax, but are subject to any applicable delivery costs. In the case of deliveries within the European Union, 18 % Value Added Tax is included in the prices. In the case of orders to be delivered to a third party, the person placing the order is deemed to be the customer (called "Customer" here) unless no agreement is expressly concluded to the contrary. Kecocdesign, reserves the right to change prices at any time, but it will never affect orders already made or that are in progress.

4. Delivery

Subject to no problems being encountered in the course of operations, the Customer can expect the delivery of the ordered goods within the delivery times indicated in the web-site. However, Kecocdesign accepts no liability for compliance with the delivery times unless a specific delivery time was agreed in writing. Delivery will be made to a delivery address indicated by the person placing the order. The Customer is liable for costs arising as a result of a wrongly specified delivery address. After receiving the products, the customer has within 24 hours to claim in case of malfunctions. It is imperative to handle the incident by sending a photo by e-mail. After this time we are not responsible for it. All products are property of Kecocdesign until full payment is made.

Returns must be in original packaging and without having been mounted or used. After receiving and checking the goods we will proceed to return the payments.

5. Right of return

For any return that does not have to cause damage or Kecocdesign error, the return carriage is charged to the customer. It is essential to return goods under the same conditions, that the delivery has been made, otherwise the item can not be returned. Any damage will be replaced free of charge by the client, in the case of refusing to a replacement, all the replacement costs of collection and shipping are paid by the customer. The customer can return the products and invoices, not to your liking, within 48 hours without giving reasons. The purchase contract is canceled and thus the client must bear the return costs.

6. Transport

Generally the shipping rates are always charged to the customer. We can arrange transportation. Deliveries that can not be made by access difficulties will be charged by the customer both the outward and return. All details for a secure delivery must be notified to facilitate delivery. Prices do not include any assembly (for items that require it). The material is delivered fully packaged and protected in its box. If for any reason you order the unpacking of it, before its final destination, any damage caused will be out of our responsibility. The delivery times shown on the website are approximate. Kecocdesign is not responsible for delays caused (as it is an external service), any claim must be done directly to the carrier, at the time of purchase you hire that service out of our responsibility.

Kecocdesign reserves the right to cancel, vary or suspend the order when situations occur that are beyond our control such as fire, floods, storms, landslides, riots, hostilities, unavailability of materials and any other factors beyond the control of Design Kecoc not taking care of any negative situation that this will cause.

7. Payment

The goods which were supplied remain the property of Kecocdesign until payment has been received in full. Unless agreed to the contrary, invoices are due for payment without any deduction whatsoever immediately after delivery. Payment are made via PayPal with Credit or Debit cards.

8. Warranty

Complaints resulting from obvious defects must be notified in writing within one week of receipt of the goods. Failure to do so will result in the exclusion of the Customer's assertion of warranty claims. If, in spite of all the care that has been exercised, the goods supplied should exhibit a defect which was already in existence at the time of the transfer of risk, Kecocdesign will rectify the defect in the goods or supply replacement goods at its option, subject to notification of the complaint within the period allowed. The opportunity of subsequent performance within a reasonable period must always be granted. Rights of recourse remain unaffected and unrestricted by the above provision. If subsequent performance should fail, the Customer may withdraw from the contract or reduce payment without prejudice to any claims for compensation. Minor deviations from agreed attributes, insubstantial impairment of usability, natural wear and tear and damage arising after the transfer of risk as a result of incorrect or careless handling, excessive loads or other specific external influences which were not anticipated in the contract do not constitute claims under the warranty. Claims by the Customer in respect of expenditure necessary for the purpose of subsequent performance, especially transportation costs, are excluded in so far as the expenditure is increased because the goods supplied by Kecocdesign were subsequently moved to a place other than the purchaser's address. Kecocdesign accepts no liability for the archiving of files uploaded by customers onto the Kecocdesign server.

9. Liability

Kecocdesign is only liable for loss or damage cause by intent, gross negligence, breach of material contractual obligations in so far as the attainment of the purpose of the contract was prejudiced. In the event of culpable breach of material contractual obligations we are only liable for loss or damage which is typical under the contract and can be foreseen. The same principles apply for the liability of the assistants and vicarious agents of Kecocdesign.

10. Final provision

This contract and all the legal relationships of the parties are governed by the law of Spain, but expressly waiving any other jurisdiction or applicable law that may be entitled, subject to Spanish legislation and common law jurisdiction of the Courts and Tribunals of Barcelona (Spain). The place of performance and the sole place of jurisdiction for all disputes arising from this contract is Barcelona. If individual provisions of this contract should be or become invalid or contain a lacuna, the remaining provisions remain unaffected thereby. The user declares to have read these general conditions, accepting and consenting, fully and explicitly, all the provisions of each of them each time you access www.kecocdesign.com or use their services.

www.kecocdesign.com

Cristina Garcia Garcia C.I.F. 43509885-A Mossen Andreu Malga 8, 08810 Sant Pere de Ribes Barcelona, España