

E-COMMERCE (PRODUCTS). General contracting terms and conditions



GENERAL CONTRACTING TERMS AND CONDITIONS

Introduction

This contractual document will govern the General Conditions for contracting **products** (hereinafter, «Conditions») through the website godotstudio.com, owned by JULIÁN ANDONI TROTMAN MIQUELAJAUREGUI (GODOT STUDIO) under the trademark GODOT STUDIO, hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the disposal of the USER to reproduce them and keep them as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable. JULIÁN ANDONI TROTMAN MIQUELAJAUREGUI (GODOT STUDIO) will file the electronic document where the purchase is formalized and will have it available to the USER in case they request it.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws of the countries to which it sends its products and reserves the right to unilaterally modify the conditions, without affecting the goods or promotions acquired prior to the modification.

Identity of the contracting parties

On one part, the PROVIDER of the **products** contracted by the USER, JULIÁN ANDONI TROTMAN MIQUELAJAUREGUI (GODOT STUDIO), whose registered address is at C/ ESTUDIANTES, 17, 17 - 5ªA 28904 GETAFE (Madrid), TIN 49746089X and telephone number for customer/USER service 664186113.

And on the other part, the USER, registered on the website by means of **a user name and password**, who is fully liable for the use and safeguarding of which and for the truthfulness of the personal data submitted to the PROVIDER.

Purpose of the contract

The purpose of this contract is to regulate the contractual trade relationship between the PROVIDER and the USER, which arises when the USER accepts by ticking the corresponding box during the online contracting process.

The contractual trade relationship involves the delivery of **a specific product**, in exchange for a certain price which is publicly displayed on the website.

Data rectification

When the USER identifies errors in the data published on the website or in the documents generated by the contractual relationship, they may notify them to the email contact@godotstudio.com so that the PROVIDER can correct them as soon as possible.

The USER may keep their data updated by accessing their user account.

Contracting procedure

The USER, in order to access the products or services offered by the PROVIDER, **must be an adult or emancipated minor and register on the website by creating a user account**. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) on the protection of individuals with regard to the processing of personal data and the free movement of such data and the Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data as detailed in the Legal Notice and Privacy Policy found on this website.

The USER **selects a user name and password**, committing to use them diligently and to not make them available to third parties, as well as to inform the PROVIDER of their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Shipping and delivery of orders.
3. Right of withdrawal.
4. Online claims and dispute resolution.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing an order with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

2. SHIPMENT AND DELIVERY OF ORDERS

The PROVIDER will not ship any order until it has been verified that payment has been made.

Shipment of goods will usually be made using **EXPRESS COURIER (POSTAL EXPRESS, SEUR, UPS, STD, etc.)**, according to the destination indicated by the USER.

The shipment will be made once the availability of the merchandise has been confirmed and the payment of the order has been verified.

The delivery period shall be between **2 and 6 working days, depending on the delivery location and payment method chosen**. The expected shipping and delivery date will be provided prior to order confirmation.

Failure to carry out the remote contract

In the event of not being able to execute the contract because the contracted product or service is not available on time, the USER will be informed of the lack of availability and will be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The PROVIDER will not accept any liability if the delivery of the product or service is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

The delivery shall be deemed to have taken place when the USER has received the products from the courier and the USER, or their representative, has signed a document confirming receipt of the delivery.

The PROVIDER will respond to the USER for any lack of conformity that exists at the time of delivery of the order, and the USER may, by means of a simple declaration, demand the correction of said lack of conformity, the reduction of the price or the resolution of the contract. In any of these cases, the USER may also demand compensation for damages, if applicable.

The USER will have the right to suspend the payment of any pending part of the price of the purchased product until the PROVIDER complies with the obligations established in this contract.

It is the USER's responsibility to check the products upon receipt and ensure that everything claimed in the delivery receipt document can be justified.

In the event that the contract **does not involve the physical delivery of a product**, but a download activation on a website, the PROVIDER will inform the USER in advance of the procedure to be followed in order to download the product.

3. RIGHT OF WITHDRAWAL

Withdrawal form: <https://godotstudio.com/withdrawal-form.pdf>

The USER has a period of fourteen calendar days from the date of receipt of the product or from the conclusion of the contract of sale if it is a provision of a service, to exercise the right of withdrawal. If the PROVIDER does not comply with the duty to provide information and documentation on the right of withdrawal, the period for its exercise will end twelve months after the date of expiry of the initial withdrawal period (103 RDL 1/2007 Legea, azaroaren 16koa, Kontsumo eta Sustatzaileak Babesteko Lege Orokorren testu bategina eta beste lege osagarri batzuk onesten dituena.).

The right of withdrawal will not be applicable (art. 103 RDL 1/2007, of November 16) to contracts that refer to:

- a) The provision of services, once the service has been fully executed, when the execution has begun, with the prior express consent of the consumer and user and with the acknowledgment on their part that they are aware that, once the contract has been completely executed by the employer, you will have lost your right of withdrawal.
- b) The supply of goods or the provision of services whose price depends on fluctuations in the financial market that the entrepreneur cannot control and that may occur during the withdrawal period.
- c) The supply of goods made according to the specifications of the consumer and user or clearly personalized.

- d) The supply of goods that may deteriorate or expire quickly.
- e) The supply of sealed goods that are not suitable to be returned for reasons of health protection or hygiene and that have been unsealed after delivery.
- f) The supply of goods that after delivery and taking into account their nature have been inseparably mixed with other goods.
- g) The supply of alcoholic beverages whose price has been agreed at the time of entering into the sale contract and that cannot be delivered within 30 days, and whose real value depends on market fluctuations that the entrepreneur cannot control.
- h) Contracts in which the consumer and user have specifically requested the employer to visit him to carry out urgent repair or maintenance operations; If, during that visit, the entrepreneur provides additional services to those specifically requested by the consumer or supplies goods other than the spare parts necessarily used to carry out maintenance or repair operations, the right of withdrawal must apply to said additional services or goods.
- i) The supply of sealed sound or video recordings or sealed computer programs that have been unsealed by the consumer and user after delivery.
- j) The supply of daily press, periodicals or magazines, with the exception of subscription contracts for the supply of such publications.
- k) Contracts concluded through public auctions.
- l) The provision of accommodation services for purposes other than serving as housing, transportation of goods, vehicle rental, food or services related to leisure activities, if the contracts provide for a specific date or period of execution.
- m) The supply of digital content that is not provided on a material support when the execution has begun with the prior express consent of the consumer and user with the knowledge on their part that they consequently lose their right of withdrawal.

The PROVIDER must be informed of any return, with the **request for a return number through the form provided for this purpose, or by emailing contact@godotstudio.com**, indicating the corresponding invoice number or order number.

In the event that the return is not made with the original delivery packaging, the PROVIDER may charge **the cost of€** to the USER by previously informing them through the same communication channel used.

Once the USER has received the return number, they will send the product, indicating this number in the delivery note, covering the shipping costs themselves, to the PROVIDER at JULIÁN ANDONI TROTMAN MIQUELAJAUREGUI (GODOT STUDIO), C/ ESTUDIANTES, 17, 17 - 5ªA 28904 GETAFE (Madrid)

4. ONLINE CLAIMS AND DISPUTE RESOLUTION

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

Postal address: JULIÁN ANDONI TROTMAN MIQUELAJAUREGUI (GODOT STUDIO), C/ ESTUDIANTES, 17, 17 - 5ªA 28904 GETAFE (Madrid)
Telephone: 664186113
Email: contact@godotstudio.com

Online Dispute Resolution (ODR)

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the USER and the PROVIDER through the intervention of a third party, called the

Dispute Resolution Body, which acts as an intermediary between them, eliminating the need to resort to a court of law. This is a neutral body which will consult both parties in order to reach an agreement, and may ultimately suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

5. FORCE MAJEURE

The parties shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

6. COMPETENCY

The USER may not assign, transfer or transmit the rights, responsibilities and obligations agreed in the purchase.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these Conditions in their entirety.

7. GENERAL INFORMATION OF THE OFFER

All sales and deliveries made by the PROVIDER are subject to these Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of JULIÁN ANDONI TROTMAN MIQUELAJAUREGUI (GODOT STUDIO) or stipulated herein shall take effect, unless expressly agreed in writing and signed by the PROVIDER, in which case, these particular agreements shall prevail.

8. PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices indicated for each product or service include Value Added Tax (VAT) or any other applicable taxes. These prices, unless expressly stated otherwise, do not include shipping, communication, handling or any other additional services and attachments to the product purchased.

The prices applicable to each product are those published on the website and shall be shown in EUROS. The USER accepts that the economic valuation of some of the products may vary in real time.

Before making your purchase, you can check all details of the estimate online: items, quantities, price, availability, shipping costs, charges, discounts, taxes and the total amount of the purchase. Prices may change daily as long as the order has not been placed.

Once the order has been placed, prices will be maintained regardless of whether the products are available.

Any payment made to the PROVIDER entails sending an invoice in the name of the registered USER or of the company name that they indicated while placing the order. This invoice will be sent in paper format together with the purchased product. The invoice can be downloaded in PDF format by accessing the web management panel with the user account. In the event that the user wishes to receive it by e-mail, they must request it by any of the means that the PROVIDER makes available to them, informing them that they may revoke this decision at any time.

For any information about the order, the USER may contact the PROVIDER's customer service by calling 664186113 or by emailing contact@godotstudio.com.

9. SHIPPING COSTS

The prices displayed in the shop do not include shipping or communication expenses, installation or download or additional services, unless expressly agreed otherwise in writing.

Shipping costs will be calculated when saving the basket or estimate, since they are calculated by the weight of the products and the delivery address.

The maximum shipping rate (VAT included) applied is as follows:

Spain up to 2 kg: €

Spain > 2 kg up to 10 kg: €

Spain > 10 kg: €

Outside of Spain up to 2 kg: €

Outside of Spain > 2 kg up to 10 kg: €

Out of Spain > 10 kg: €

10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER is responsible for the economic transactions and accepts the following payment methods for orders:

- Bank transfer
- Cash on delivery
- Credit card

The USER may use a discount coupon prior to the completion of the purchase if they have received it from the PROVIDER.

Security measures

The website uses generally accepted information security techniques within the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the user/client agrees that the provider will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is considered illegal by the credit card brands or the acquiring bank and which may or has the potential to damage their goodwill or negatively influence them.

The sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Holder of the card or cards is prohibited by virtue of the card branding programs.

11. PURCHASE PROCESS

Any product from our catalogue can be added to the basket. In the basket you can only view the products, quantity, price and total cost. Once the basket has been saved, the charges and discounts will be calculated according to the payment and shipping details entered.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - Confirm billing details.
2. - Confirm shipping address.
3. - Select payment method.

4. - Place your order (buy).

Once the order has been processed, the system **instantly** sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

Orders (purchase requests)

Prior to order confirmation, information on the status of the order and the approximate shipping and/or delivery date will be provided.

12. SUSPENSION OR TERMINATION OF THE CONTRACT

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services, in whole or in part, when the USER does not comply with the obligations established in this contract or any legal provision, license, regulation, directive, code of practice or policies that apply to you.

Where the PROVIDER exercises any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy which may be available to the PROVIDER.

13. GUARANTEES AND REFUNDS

The guarantee of the products offered will respond to the following articles based on the Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws:

Article 114. General principles.

The seller is obliged to deliver to the consumer and user products which conform to the contract, and is liable to the consumer and user for any lack of conformity which exists at the time of delivery of the product.

Article 115. Scope of application.

1. This title covers contracts for the sale of products and contracts for the supply of products to be produced or manufactured.
2. The provisions of this Title shall not apply to products purchased through judicial sale, to water or gas, where they are not packaged for sale in a limited volume or set quantity, and to electricity. Neither shall it be applicable to second-hand products acquired at administrative auction which may be attended in person by consumers and users.

Article 116. Conformity of products with the contract.

1. Unless there is proof to the contrary, products shall be deemed to conform with the contract provided that they fulfil all the requirements set out below, unless the circumstances of the case deem any of them inapplicable:
 - a) They comply with the description given by the seller and possess the qualities of the product which the seller has held out to the consumer as a sample or model.
 - b) They are fit for the purposes for which such products are usually intended.
 - c) They are fit for any special use required by the consumer and user if they have informed the seller of this when the contract is executed, provided that they have accepted that the product is fit for such use.

d) They show the quality and performance which are normal in products of the same type and which the consumer and user can reasonably expect, given the nature of the product and taking into account any public statements on the specific characteristics of the products made about them by the seller, the producer or his representative, particularly in advertising or on labelling. The seller shall not be bound by such public statements if he proves that he was not aware and could not reasonably be expected to be aware of the statement in question, that the statement had been corrected at the time of the conclusion of the contract or that the statement could not have influenced the decision to purchase the product.

2. Non-conformity resulting from incorrect installation of the product will be deemed equivalent to non-conformity of the product when the installation is included in the sales or supply contract regulated by Article 115.1 and has been carried out by the seller or under his responsibility, or by the consumer and user when the defective installation is due to an error in the installation instructions.

3. No liability shall arise for lack of conformity which the consumer or user was aware of or could not reasonably have been unaware of at the time of conclusion of the contract or which arises from materials supplied by the consumer and user.

Article 117. Incompatibility of actions.

The exercise of the actions contemplated in this title shall be incompatible with the exercise of the actions derived from the reorganisation due to hidden defects in the purchase and sale.

In any case, the consumer and user will have the right, in accordance with civil and commercial legislation, to be compensated for damages resulting from the lack of conformity.

Article 118. Responsibility of the seller and rights of the consumer and user.

The consumer and user has the right to have the product repaired, replaced, the price reduced or the contract terminated, in accordance with the provisions of this title.

Article 119. Repair and replacement of the product.

1. If the product is not in accordance with the contract, the consumer and user may choose to demand its repair or replacement, unless one of these options is objectively impossible or disproportionate. As soon as the consumer and user informs the seller of the chosen option, both parties must abide by it. The consumer and user's decision is without prejudice to the provisions of the article below, in the event that the repair or replacement fails to bring the product into compliance with the contract.

2. Any form of remedy that imposes unreasonable costs on the seller in comparison with the other form will be considered disproportionate, taking into account the value the product would have if there were no lack of conformity, the significance of the lack of conformity and whether the alternative form of remedy could be carried out without major inconvenience to the consumer and user.

In order to determine whether the costs are unreasonable, the costs for one form of remedy must also be considerably higher than the costs for the other form of remedy.

Article 120. Legal regime for the repair or replacement of the product.

Repair and replacement shall comply with the following rules:

- a) They will be free of charge for the consumer and user. This shall include the necessary costs incurred in remedying the non-conformity of the products with the contract, in particular shipping costs, as well as labour and material costs.
- b) They shall be completed within a reasonable time and without any significant inconvenience to the consumer and user, taking account of the nature of the products and the purpose for which the consumer and user required them.
- c) Repairs suspend the time periods referred to in Article 123. The suspension period shall begin from the time the consumer and user makes the product available to the seller and shall end with the delivery of the repaired product to the consumer and user. During the six months following the delivery of the repaired product, the seller will be liable for the faults

that led to the repair, being presumed to be the same faults when defects of the same origin as those initially stated are reproduced in the product.

d) If once the repair has been concluded and the product has been delivered, it still does not comply with the contract, the consumer and user may demand the replacement of the product, unless this option is disproportionate, the reduction of the price or the cancellation of the contract under the terms envisaged in this chapter.

e) Replacement suspends the periods referred to in Article 123 from the exercise of the option by the consumer and user until the delivery of the new product. The second paragraph of Article 123.1 shall in any case apply to the replacement product.

f) If the replacement fails to bring the product into conformity with the contract, the consumer and user may demand that the product be repaired, unless this option is disproportionate, the reduction of the price or the cancellation of the contract under the terms provided in this chapter.

g) The consumer and user may not demand substitution in the case of non-fungible products, or in the case of second-hand products.

Article 121. Price reduction and contract termination.

The price will be reduced and the contract terminated, at the choice of the consumer or user, if the latter is unable to demand repair or replacement and if these have not been carried out within a reasonable time or without major inconvenience for the consumer and user. The decision shall not apply when the non-conformity is of minor importance.

NOTE according to art. 108.2: The USER is informed that they shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish their nature, characteristics or functioning. In no case shall they be liable for the diminished value of the goods if the entrepreneur has not informed them of their right of withdrawal in accordance with Article 97.1.i).

Article 122. Price reduction criteria.

The price reduction will be proportional to the difference between the value the product would have had at the time of delivery had it been in compliance with the contract and the value of the product actually delivered at the time of delivery.

Article 123. Timing.

1. The seller shall be liable for any non-conformity which becomes apparent within two years of delivery. In the case of second-hand products, the seller and the consumer and user may agree on a shorter period, which may not be less than one year from delivery.

Unless proved otherwise, any lack of conformity which becomes apparent within six months of the delivery of the product, whether new or second-hand, shall be presumed to have existed at the time when the goods were delivered, unless this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

2. Unless proven otherwise, delivery shall be considered to have occurred on the day indicated on the invoice or purchase ticket, or on the corresponding delivery note if this is later.

3. The seller is obliged to deliver to the consumer or user who exercises his right to repair or replacement documentary evidence of the delivery of the product, stating the date of delivery and the lack of conformity that gives rise to the exercise of the right.

Similarly, together with the repaired or replaced product, the seller shall provide the consumer or user with documentary evidence of the delivery, including the date of delivery and, where appropriate, the repair carried out.

4. The action to claim compliance with the provisions of chapter II of this title shall expire after three years from the delivery of the product.

5. The consumer and user must inform the seller of the lack of conformity within two months of becoming aware of it. Failure to comply with this deadline will not imply the loss of the right to the corresponding remedy, the consumer and user being responsible, however, for the damages or losses actually caused by the delay in communication.

Unless proven otherwise, it shall be understood that the consumer and user has communicated the non-conformity within the established period.

Article 124. Action against the manufacturer.

If it is impossible or too inconvenient for the consumer and user to contact the seller regarding the non-conformity of the products covered by the contract, they may claim directly from the manufacturer in order to obtain the replacement or repair of the product.

In general, and without prejudice to the fact that the producer's liability shall cease, for the purposes of this title, within the same periods and under the same conditions as those laid down for the seller, the manufacturer shall be liable for the lack of conformity when it concerns the origin, identity or suitability of the products, in accordance with their nature and purpose and with the rules governing them.

Whoever has responded to the consumer and user will have a period of one year to repeat the complaint against the person responsible for the lack of conformity. This period is calculated from the time when the problem is remedied.

14. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. The PROVIDER and the USER agree to submit any dispute that may arise from the provision of the products or services covered by these Terms and Conditions to the courts and tribunals of the USER'S place of residence.

These conditions will be governed or interpreted in accordance with Spanish legislation in that which is not expressly established. Any controversy that may arise from the provision of the products or services object of these Conditions will be submitted to the courts and tribunals of the USER's domicile, to the place of fulfillment of the obligation or that in which the property is located if it were real estate.