

SALE CONDITIONS: www.dsvart.com

1. INTRODUCTION

This document (together with all the documents mentioned therein) establishes the conditions governing the use of this website (www.dsvart.com) and the purchase of products on it (hereinafter, the "Conditions"). Please read these Conditions, our Cookies Policy and our Privacy Policy carefully before using this website. By using this website or placing an order through it, you consent to be bound by these Conditions and by our Data Protection Policies, so if you do not agree with all the Conditions and the Protection Policies of Data, you should not use this website.

If you have any questions regarding the Conditions or the Data Protection Policies, you can contact us through our contact channels.

2. OUR DATA.

The sale of items through this website is carried out under the name MIYABI CASA SC, a Spanish company with address at Calle Altos del Club de Campo, Business Center Torreclub (28250) Torrelodones - Madrid with NIF J94031101, with phone +34911266844 and mail email store@dsvart.com

3. YOUR DATA AND YOUR VISITS TO THIS WEB PAGE

The information or personal data that you provide us about you will be treated in accordance with the provisions of the Data Protection Policies. By using this website you consent to the processing of such information and data and declare that all the information or data you provide us with is true and corresponds to reality.

4. USE OF OUR WEBSITE

By using this website and placing orders through it, you agree to:

- o Make use of this website only to make legally valid queries or requests.
- o Do not make any false or fraudulent order. If it could reasonably be considered that an order of this nature has been made, we will be authorized to cancel it and inform the relevant authorities.
- o Provide us with your email address, postal address and / or other contact information truthfully and accurately. Likewise, you agree that we may use this information to contact you if necessary (see our Privacy Policy). If you do not provide us with all the information we need, we will not be able to process your order. By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

5. AVAILABILITY OF THE SERVICE

The articles offered through this website are available for shipment to any country.

Miyabi casa reserves the full right not to accept an order and not make the shipment depending on the area, previously informing the customer and if possible offering an alternative or solution.

Both shipping and return costs may vary depending on the area from which the purchase is made.

6. OFFER AND VALIDITY

In the case of a product on offer, it will always be indicated along with its essential characteristics, the offer price and its validity.

In compliance with current regulations Miyabi casa s.c. offers information on all items for sale, their characteristics and prices.

However, Miyabi casa s.c. reserves the right to withdraw, replace or change the products offered through its website, simply by changing its content. In this way, the products offered at any time through the website will be governed by the General Contracting Conditions in force in each case.

Likewise, the company will have the power to stop offering, without prior notice and at any time, access to the aforementioned products.

7. ESSENTIAL CHARACTERISTICS OF PRODUCTS

The products offered in our online store incorporate a photograph and its essential characteristics, this is the information obtained from the manufacturer itself.

The color of the product, observable in the photograph is not binding.

In the characteristics it is identified.

8. GUARANTEES

All the products offered on the website have the commercial guarantee of its supplier.

In case of doubt, you can contact the customer service phone number or email store@dsvart.com

9. PRICES

All products indicate the sale price in Euros VAT INCLUDED. If any other tax were applicable, this would be indicated during checkout.

10. SHIPPING COSTS

Shipping costs vary according to destination and product quantities and are reported in the shopping cart before payment; include transportation, insurance and customs clearance at origin. For deliveries in countries not belonging to the European Union, customs expenses at destination or other taxes (tariffs) are not included; the recipient will have to pay them in order to receive the merchandise.

The recipient will be responsible for all import expenses and taxes generated at the customs office of destination, whether the merchandise is delivered or not.

An attempt will be made to send the order in the shortest possible time, but the recipient must take into account the provisions of the destination country for the importation of the requested items, since Miyabi casa s.c. has no responsibility for them.

11. DELIVERY OF THE ORDER

Once the order is placed, it will be processed the soonest possible following the lead time for delivery stated on each product page.

Miyabi casa s.c. does not assume any responsibility when the delivery of the Product does not take place as a result of the data provided by the User being false, inaccurate or incomplete or when the delivery cannot be made for reasons beyond the control of the shipping company, assigned for this purpose, such as the absence of the User or the retention of the Product in Customs.

Delivery times are approximate, although Miyabi casa s.c. try to adjust to them.

12. AVAILABILITY OF PRODUCTS

All orders are subject to product availability. If there are difficulties in the supply of products or if there are no items in stock or the possibility of manufacturing them in a timely manner, we will contact you and we can refund any amount you may have paid.

13. DELIVERY

Unless there are circumstances arising from the personalization of the products or unforeseen or extraordinary circumstances occur, we will send you the order for the selected products within the period indicated on the website according to the chosen shipping method and, in any case, in the maximum period of 60 days from the date the order was placed.

If for any reason we are unable to meet the delivery date, we will inform you of this circumstance and give you the option to proceed with the purchase by establishing a new delivery date or the option to cancel the order with a full refund of the price paid. .

For the purposes of these Conditions, it will be understood that the "delivery" has occurred or that the order has been "delivered" at the time that you or a third party indicated by you acquires material possession of the products, which will be credited by signing the receipt of the order at the agreed delivery address.

14. IMPOSSIBILITY OF DELIVERY

If it is impossible for us to deliver your order, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. Also, the transport agency will explain where your order is and how to get it sent again. If you are not going to be at the requested place of delivery, please contact us to arrange delivery on another day.

15. TRANSMISSION OF RISK AND PROPERTY

The risks of the products will be at your expense from the time of delivery.

You will acquire ownership of the products when we receive full payment of all amounts due in connection with them, including shipping costs if applicable, or at the time of delivery, if this occurs at a later time.

16. PRICE AND PAYMENT

The prices of our store are VAT included, and may change at any time, but (except as stated above) possible changes will not affect orders for which we have already sent an Order confirmation.

Once you have selected all the items you want to purchase, they will be added to your cart and the next step will be to process the order and make the payment. To do this, you must follow the steps of the purchase process, filling in or checking the information requested in each step. Also, during the purchase process, before making the payment, you can modify the details of your order.

You can use the credit cards indicated on the payment page of our store as a means of payment.

By clicking "Pay" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or credit card.

Credit cards will be subject to checks and authorizations by the issuing entity, but if said entity does not authorize payment, we will not be responsible for any delay or failure to deliver and we will not be able to formalize any contract with you.

Bank transfers are also accepted at your convenience.

17. VALUE ADDED AND BILLING TAX

In accordance with the provisions of article 68 of Law 37/1992, of December 28, on Value Added Tax, the delivery of the articles will be understood as located in the territory of application of the Spanish VAT if the delivery address is in Spanish territory. The applicable VAT rate will be the one legally in force at any given time depending on the specific article in question.

18. RETURN POLICY

18.1 Legal right to withdraw the purchase

As specified in Articles 65 et seq. of the Royal Legislative Decree 1/2017 every user who as a consumer and user purchases a product for consumption has the right to withdraw from the contract within 14 calendar days without justification.

Taking into account the nature of the product, in the case of a ready to ship in stock product, the consumer may benefit from the right of withdrawal as long as the product is returned in the same delivery conditions without having destroyed its packaging or violated the original security seals.

Concerning original artworks, certificate of authenticity will also be included joined to the artwork.

In cases of exclusive manufacturing for the client, or when its finish is customized according to the client's request, and following what is specified in Art. 103 of the aforementioned decree, the consumer and user do not enjoy the right of withdrawal.

Special conditions included on each product file.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

Please note that several types of items are exempt from being returned. This includes made to order, customised, non-standard or special order items. By placing an order for a made to order, non-standard, customised or special order product with us, you will not be able to change the order once the item has been entered into production, by default 24 hours after order is placed.

Please note most of our items are made to order so we strongly advise you read all of the provided legal information before making payment for any goods. By making a payment you will automatically be entering you into a legally binding contract with Miyabi casa s.c. under all the terms and conditions including returns, cancellations and refunds policies as stated on this website.

To complete your return (if applicable), we require a receipt or proof of purchase.

There are certain situations where only partial refunds are granted (if applicable)

- Items with obvious signs of use

- Any item not in its original condition, is damaged or missing parts for reasons not due to our error

Refunds (if applicable)

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

Sale items (if applicable)

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

Exchanges (if applicable)

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at store@dsvart.com

Shipping back (if applicable)

To return your product, you should mail your product to our warehouse address

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary. You should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item otherwise.

18.2 Returns of defective products

In the cases in which you consider that at the time of delivery the product does not comply with the provisions of the contract, you must contact us immediately through our contact channels, providing the product details as well as the damage suffered, or by calling the customer service number where we will indicate how to proceed.

We will proceed to carefully examine the returned product and we will notify you by email within a reasonable period of time if the refund or replacement is appropriate (if applicable). The refund or replacement of the item will be made as soon as possible and, in any case, within 14 days from the date on which we send you an email confirming that the refund or replacement of the item does not conform. The amounts paid for those products that are returned due to a defect or defects, when it really exists, will be fully refunded. The return will be made in the same means of payment that was used to pay for the purchase.

In any case, the rights recognized by current legislation are safe.

19. GUARANTEES

If you contract as a consumer and user, we offer you guarantees on the products that we commercialize through this sales channel, in the legally established terms for each type of product, responding, therefore, for their lack of conformity.

The products are understood to be in accordance with the contract as long as (i) they conform to the description made by Miyabi casa s.c. and possess the qualities and qualities that Miyabi casa s.c. have expressed on the website, (ii) are suitable for the uses to which products of the same type are ordinarily intended and (iii) present the usual quality and performance of a product of the same type that are fundamentally expected. If any of the products is not in accordance with the contract, you must contact us through the usual channels of contact.

The products that are sold in our store are made and manufactured in an almost artisanal way and can often present special characteristics of their materials or clothing. These characteristics, such as variations in the fabrics, in the texture, in the knots or in the color, will not be considered defects or defects. On the contrary, your presence should be appreciated and enjoyed.

20. LIABILITY AND DISCLAIMER OF LIABILITY

Unless expressly provided otherwise in these conditions, our liability in relation to any product purchased in our store will be strictly limited to the purchase price of such product.

However, and unless legal provision to the contrary, we will not accept any responsibility for the following losses, regardless of their origin: loss of income or sales, loss of business, loss of earnings or loss of contracts, loss of savings provided, loss of data and loss of management time or office hours.

Due to the open nature of this website and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through this website unless expressly stated otherwise therein.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

You acknowledge and consent that all copyright, trademark and other industrial and intellectual property rights on the materials or content provided as part of the website correspond to Miyabi casa s.c. at all times or to those who granted us a license for its use. You may make use of such material only in the

manner expressly authorized by us or by those who licensed us for its use. This will not prevent you from using this website to the extent necessary to copy the information about your order or personal data.

22. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make improper use of this website by intentionally entering viruses, Trojans, worms, logic bombs or any other technologically harmful or harmful program or material. You will not try to have unauthorized access to this web page, to the server where said page is hosted or to any server, computer or database related to our web page. You agree not to attack this website through a denial of service attack or a distributed denial of service attack.

Failure to comply with this clause could lead to the commission of offenses typified by the applicable regulations. We will report any breach of such regulations to the competent authorities and we will cooperate with them to discover the identity of the attacker. Likewise, in case of breach of this clause, you will immediately cease to be authorized to use this website.

We will not be responsible for any damage or loss resulting from a denial of service attack, virus or any other technologically harmful or damaging program or material that may affect your computer, computer equipment, data or materials as a result of the use of this website or of downloading content from the same or to which the same redirects.

23. LINKS FROM OUR WEBSITE

In the event that our website contains links from other pages and third-party materials, these resources are provided solely for informational purposes, without us having any control over the content of said websites or materials. Therefore, we do not accept any responsibility for any damage or loss derived from its use.

24. WRITTEN COMMUNICATIONS

The applicable regulations require that part of the information or communications that we send you be in writing. By using this website, you agree that most of these communications with us are electronic. We will contact you by email or provide you with information by posting notices on this website. For contractual purposes, you agree to use this electronic means of communication and acknowledge that all contact, notification, information and other communications that we send you electronically comply with the legal requirements of being in writing. This condition will not affect your rights recognized by law.

25. NOTIFICATIONS

The notifications that you send us must be sent through the communication channels indicated on our website or in these conditions.

It will be understood that the notifications made by Miyabi casa s.c. they have been received and correctly made the moment they are posted on our website, 24 hours after an email was sent, or three days after the date of postage of any letter. To prove that the notification has been made, it will be enough to prove, in the case of a letter, that it had the correct address, was correctly sealed and was duly delivered by post or in a mailbox and, in the case of an email, that the It was sent to the email address specified by the recipient.

26. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding both for you and for us, as well as for our respective successors, assigns and successors in title. You may not transmit, assign, encumber or in any other way transmit a contract or any of the rights or obligations derived from it, without having obtained our prior written consent.

We can transmit, assign, encumber, subcontract or in any way transfer a contract to any of the rights or obligations derived from it, at any time during its term. To avoid any doubt, said transmissions, assignments, encumbrances or other transfers will not affect the rights that, as the case may be, you, as a consumer, have recognized by law nor will they cancel, reduce or limit in any other way, the guarantees, both express and tactical, that we could have given him.

27. EVENTS OUTSIDE OUR CONTROL.

We will not be responsible for any breach or delay in the fulfillment of any of the obligations assumed, when it is due to events that are beyond our reasonable control ("Force Majeure").

The Causes of Force Majeure will include any act, event, exercise exercise, omission or accident that is beyond our reasonable control and among others, the following:

to. Strikes, lockouts or other industrial action.

- b. Civil commotion, revolt, invasion, terrorist threat or attack, war (declared or not) or threat or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or any other natural disaster.
- d. Impossibility of using trains, ships, planes, motor transport or other means of transport, public or private.
- and. Inability to use public or private telecommunication systems.

F. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It will be understood that the obligations are suspended during the period in which the Force Majeure Event continues, and we will have an extension in the term to fulfill said obligations for a period of time equal to the duration of the Force Majeure Event. We will use all reasonable means to end the Force Majeure Event or to find a solution that allows us to meet our obligations despite this cause.

28. DISCLAIMER

The lack of requirement on our part of the strict fulfillment by you of any of the obligations assumed by you by virtue of a contract or these conditions or the lack of exercise by us of the rights or actions that may correspond to us by virtue of said contract or of the conditions, will not suppose any resignation or limitation in relation to said rights or actions nor will it exonerate you from fulfilling such obligations.

No waiver by us of a specific right or action will imply a waiver of other rights or actions derived from a contract or the conditions. No waiver by us of any of these conditions or the rights or actions derived from a contract will take effect, unless it is expressly established that it is a waiver and it is formalized and communicated to you in writing in accordance with the provisions in the previous Notifications section.

29. PARTIAL NULLITY

If any of the present conditions or any provision of a contract are declared null and void by a firm resolution issued by the competent authorities, the remaining terms and conditions will remain in force, without being affected by said declaration of nullity.

30. COMPLETE AGREEMENT

These Conditions and any document to which express reference is made in them constitute the entire existing agreement between you and us in relation to the object of the same and replace any other pact, agreement or previous promise agreed between you and us verbally or written.

You and we acknowledge having consented to the conclusion of a contract without having relied on any statement or promise made by the other party or that could be inferred from any statement or writing in the negotiations entered into by the two before the same, except as expressly mentioned in the present conditions.

Neither you nor we will have action against any uncertain statement made by the other party, verbal or written, prior to the said contract and the only action that the other party will have will be for breach of contract in accordance with the provisions in the present conditions.

31. RIGHT TO MODIFY THESE CONDITIONS.

We reserve the full right to modify the Terms and Conditions. The modifications introduced will not be retroactive.

If you do not agree with the modifications made, we recommend that you do not use our website.

32. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and product purchase contracts through said website will be governed by Spanish law.

Any controversy that arises or is related to said contracts will be submitted to the non-exclusive jurisdiction of the Spanish courts.

If you are hiring as a consumer, nothing in this clause will affect the rights that as such are recognized by current legislation.

33. COMMENTS, SUGGESTION, COMPLAINTS AND CLAIMS.

Your comments and suggestions will be welcomed. We encourage you to send us such comments and suggestions, as well as any questions, complaints or claims, through our contact channels or the postal address indicated in these conditions.

Your complaints and claims before our customer service will be dealt with in the shortest possible time, and in any case, within the legally established period.

If you as a consumer consider that your rights have been violated, you can address your complaints to us through the email address store@dsvart.com in order to request a solution.

34. CONTACT.

You can request all the information you need with the use of the Web, you can also contact us by phone +34911266844 from Monday to Friday from 09:00 to 17:00 (Except holidays and local holidays)

E-mail: store@dsvart.com