

TERMS AND CONDITIONS

IDENTIFICATION DATA

In compliance with the duty of information established by Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce, we inform you that this website is owned by:

GOMO BONSAI, C.B.

Tax number: ESE94189388

Address: Rúa Nova de Arriba 103A, 36937 – Bueu, Pontevedra (España)

Email: info@gomobonsai.com

Access to web is free and does not require prior subscription. The use of this website is subject to the Terms and Conditions and the Privacy Policy, which the user knows and accepts in full and without any reservation due to browsing the portal, using the services offered on it, and/or acquire the products offered through said means.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

This website, including designs, edition, logos, texts and/or graphics, etc., are the property of the website, being protected by national and international regulations on intellectual and industrial property. Access by the user to the website does not grant him any ownership rights over them.

GENERAL CONDITIONS OF ONLINE PURCHASE

The conditions for the use of this website www.gomobonsai.com and the purchase though it are detailed below.

When placing and order, the customer agrees to be bound by these General Purchase Conditions and the Privacy Policy.

Gomo Bonsai may modify these General Conditions of Purchase as well as the Privacy Policy.

We recommend the client to read it at the time of placing the order, since they will be applicable when the purchase is carried out.

1. Our data.

GOMO BONSAI, C.B.

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2. Information and statements prior to hiring.

The client prior to contracting and during the purchase process may access these general contracting conditions for consultation.

All information and personal data provided by the client when using the application will be treated in accordance with the Gomo Bonsai Privacy Policy, according to the data processing specified in these Purchase Conditions. The client declares that all the information and data provided to Gomo Bonsai are true and correspond to reality. If the client does not provide all the necessary information his order cannot be placed.

The customer agrees not to make any false or fraudulent order, Gomo Bonsai reserving in these circumstances the power to cancel it and take appropriate action.

The client declares that he is over 18 years of age and has the legal and work capacity necessary and sufficient to enter into contracts of economic content.

In the case of legal persons, natural persons acting on their behalf and representation, through this site, guarantee in front of Gomo Bonsai, and third parties linked to the provision of contracted services, which have sufficient representation in their favor for the corresponding legal entity at the time of making the purchase and guarantee that at the time of making transaction they are not infringing rights of any third party in this regard and that the data and information related to legal persons are truthful, accurate and reliable.

Gomo Bonsai will not be responsible for any damage, loss or damage to persons and/or goods that bring cause or are related to the previous statement.

3. How to place an order.

To place an order, the customer must select in the Gomo Bonsai online store the product/s he wishes to purchase.

Subsequently, you must enter the delivery address of the order and choose between the different options the shipping costs.

When you have completed these steps you can confirm your order.

Once the payment is received, it will be shipped the following Monday or Tuesday, which is when the shipments are made from Gomo Bonsai.

4. Availability.

Gomo Bonsai will keep updated information on the availability and stock of products. Even so, it is possible that a product, whose availability has been confirmed, has been exhausted during the ordering process, so, in this case, Gomo Bonsai will inform the customer of this situation through email and/or by telephone, and will offer you the following alternatives:

- The delivery of the product in a period longer than the one initially indicated prior customer compliance with this solution, without additional cost.
- The replacement of the sold out product with another product.
- The refund of the price charged. In case of assuming the total return of the order, the amount to be returned will include the shipping cost of the product that the customer had paid. In case of a partial return, the shipping costs will be adjusted in the return.

5. Price and payment.

The prices of the products include VAT and are current at all times, including current promotions that may apply.

The prices of the products exclude the expenses of the services, which will be added to the total amount before proceeding to the payment of the same.

The customer may use PayPal or card as payment.

Gomo Bonsai is not responsible for the data included by the client at the time of placing the order or especially for the damages generated to third parties due to the illegitimate use by the client of means of payment.

6. Promotions.

In the online store you can find items to which direct discounts on the price apply.

7. Billing.

The customer will receive their invoice by email once the payment has been confirmed.

8. Shipping costs.

The costs of the services offered for the online channel are the following:

NACIONAL

PAQ LIGHT	PENÍNSULA OR ANDORRA	BALEARES, CEUTA O MELILLA	CANARIAS
Up to 250g	5,15 €	6,55 €	10,00 €
More than 250 up to 500gr	6,35 €	8,70 €	12,00 €
More than 500 up to 1000gr	9,00 €	12,00 €	13,50 €
More than 1 up to 2kg	10,70 €	13,70 €	16,50 €

PAQ STANDARD	PENÍNSULA OR ANDORRA	BALEARES, CEUTA O MELILLA	CANARIAS	PORTUGAL PENINSULAR
Up to 1kg	11,50 €	13,00 €	18,00 €	13,00 €
More than 1 up to 5kg	14,50 €	18,50 €	26,00 €	16,50 €
More than 5 up to 10kg	19,40 €	29,50 €	32,50 €	23,00 €
More than 10 up to 15kg	23,50 €	39,40 €	41,50 €	28,50 €
More than 15 up to 20kg	28,50 €	49,50 €	56,50 €	34,00 €
More than 20 up to 25kg	33,00 €	59,50 €	73,50 €	39,40 €

More than 25 up to 30kg	37,50 €	70,40 €	90,50 €	45,00 €
Extra kilo	1,15 €	2,20 €	3,50 €	1,40 €

Extra dimensions

If a dimensión exceeds the standard maximum or the sum of the three (Height + Length + Width) exceeds that maximum, a 35% surcharge will be applied. In the case of two dimensions exceeding the standard maximum or one dimensión and the sum of the three, a 70% surcharge will be applied.

Volumetric weight

The weight/volumen criteria (167 kilograms / cubic meter) will be applied to shipments, according to the following formula: Length x width x height (expressed in centimeters) / 6.000.

PAQ LIGHT INTERNATIONAL	ZONE A	ZONE B	ZONE C	ZONE D	ZONE E
Up to 250g	14,24 €	18,14 €	17,41 €	18,66 €	15,73 €
More than 250 up to 500gr	15,83 €	22,69 €	21,77 €	23,32 €	16,55 €
More than 500 up to 1000gr	17,62 €	25,82 €	28,25 €	28,56 €	21,73 €
More than 1 up to 1,5kg	20,91 €	31,06 €	30,60 €	32,64 €	25,50 €
More than 1,5 up to 2kg	24,23 €	36,31 €	33,66 €	35,70 €	28,56 €

ZONA A – Nearby Europe: Germany, Austria, Belgium, Denmark, France, Gibraltar, Greece, Ireland, Italy, Jersey Island, Luxembourg, Norway, Netherlands, Portugal, United Kingdom, Sweden and Switzerland.

ZONE B – Countries of Europe not included in Zone A, North of Magreb and Turkey: Cyprus, Croatia, Slovakia, Slovenia, Estonia, Russian Federation, Finland, Hungary, Iceland, Latvia, Lithuania, Malta, Poland, Serbia and Turkey.

ZONE C - América: Aruba, Barbados, Brazil, Canada, Mexico, Dominican Republic and USA

ZONE D - Asia, the Middle East and Oceania: Saudi Arabia, Australia, China, South Korea, Hong Kong, Indonesia, Israel, Japan, Lebanon, Malaysia.

ZONE E – Rest of África: Egypt, South Africa and Swaziland.

PAQ STANDARD INTERNATIONAL	ZONE A	ZONE B	ZONE B2	ZONE C	ZONE D	ZONE D2	ZONE E
Up to 1kg	30,87 €	32,67 €	32,67 €	35,94 €	42,56 €	Rate corresponding to zone D with its extra cost per kilo of 5€	46,49 €
More than 1 up to 2kg	34,15 €	36,97 €	43,02€	45,29 €	52,77 €		52,42 €
More than 2 up to 3kg	37,43 €	41,27 €	53,37€	54,63 €	62,98 €		58,35 €
More than 3 up to 4kg	40,71 €	45,57 €	63,72 €	63,97 €	73,19 €		64,28 €
More than 4 up to 5kg	43,99 €	49,87 €	74,07 €	73,31 €	83,40 €		70,21 €
Per additional kg or fraction	3,28 €	4,30 €	10,35€	9,34 €	10,21 €		5,93 €

PAQ INTERNATIONAL ECONOMIC	ZONE A	ZONE B	ZONE B2	ZONE C	ZONE D	ZONE D2	ZONE E
Up to 1kg	30,80 €	28,15 €	Rate corresponding to zone B with its extra cost per kilo of 1€	23,90 €	24,45 €	Rate corresponding to zone D with its extra cost per kilo of 1€	23,90 €
More than 1 up to 2kg	34,10 €	31,65 €		29,95 €	29,80 €		29,30 €
More than 2 up to 3kg	37,40 €	35,15 €		34,60 €	35,15 €		34,70 €
More than 3 up to 4kg	40,70 €	38,65 €		39,95 €	40,50 €		40,10 €
More than 4 up to 5kg	44,00 €	42,15 €		45,30 €	45,85 €		45,50 €
Per additional kg or fraction	3,30 €	3,50 €		5,35 €	5,35 €		5,40 €

Volumetric weight

The weight/volumen criteria (167 kilograms / cubic meter) will be applied to shipments, according to the following formula: Length x width x height (expressed in centimeters) / 6.000.

ZONE A – Nearby Europe: Germany, Austria, Belgium, Denmark, France, Gibraltar, Greece, The Bailiwick of Guernsey, Ireland, Italy, Jersey Island, Isle of Man, Azores Islands, Falkland Islands, Luxembourg, Madeira, Monaco, Norway, Netherlands, Portugal, United Kingdom, San Marino, Sweden, Switzerland and Vatican.

ZONE B – Countries of Europe not included in Zone A, North of Maghreb and Turkey: Countries of Europe not included in Zone A, Greenland, Faroe Islands, Algeria, Morocco, Tunisia and Turkey.

ZONE B2: Albania, Argelia, Russia, Bosnia-Herzegovina, Iceland, Belarus, Macedonia, Morocco, Serbia, Tunisia, Turkey and Ukraine.

ZONE C - America.

ZONE D - Asia, the Middle East, and Oceania: In addition to the countries of the Asian continent and Oceania, are included: Libya, Sudan and Egypt.

ZONE D2 (1): New Zealand and Australia.

ZONE E – Rest of Africa: African countries not included in zones B and D.

(1) Zones of extra cost in the International Standard Package and International Economic Package.

Prices valid during 2020.

9. Delivery.

Delivery shall be deemed to have occurred when the customer or a third party designated by him acquires the material possession of the products.

10. Obligations of Gomo Bonsai.

Provide the contracted services/s on the agreed dates and terms. Gomo Bonsai guarantees compliance with the agreed deadlines, except in circumstances beyond Gomo Bonsai or force majeure that prevent the provision of said services under the agreed conditions.

11. Obligations of the client.

- Pay the price of the products and/or services at the time of contracting, in accordance with the prices stipulated in the attached order through the means of payment accepted.
- Remain at the address where the service is to be performed on the agreed date and time or expressly designate a person for this purpose.
- The correctness of the data is essential for the provision of the service, therefore, the client states and guarantees that the information contained in the order (name, surname, telephone, number, complete address) is correct.

12. After sales service.

In case the client has an incident with the management of the reception or collection of his order or with the content of the same, he must contact Gomo Bonsai through the mail: info@gomobonsai.com.

13. Withdrawal and return.

Once the merchandise is received, the customer, if his condition were that of the consumer, will have 14 calendar days from the receipt of the last of the products purchased in the same order to partially or totally exercise his right of withdrawal.

In case of withdrawal, total or partial, Gomo Bonsai will return to the customer the payments received for the returned merchandise that will be proportional to the amount of merchandise returned. The returns costs will be borne by the customer.

To exercise the right of withdrawal, the client must address, within that period, Gomo Bonsai, C.B., Rúa Nova de Arriba 103A, 36937 – Bueu, Pontevedra (Spain). Gomo Bonsai facilitates a withdrawal model, which the customer can use, or not, for this purpose. Likewise, the client may send the withdrawal model by email to: info@gomobonsai.com.

(Withdrawal model)

For the attention of Gomo Bonsai, C.B., Rúa Nova de Arriba 103A, 36937 – Bueu, Pontevedra (España), info@gomobonsai.com.

I hereby inform you that I withdraw from our contract of sale the following good/provision of the following services.

Requested on (date) received on (date).

Name of the consumer/s.

Consumer address.

Consumer's signature (only if this form is submitted on paper).

Date.

Products must be returned to Gomo Bonsai within 14 days of receiving the merchandise.

The customer will be responsible for the decrease in the value of the products to be returned resulting from a manipulation of the same outside the derivative of its nature, its characteristics and/or its operation, which will mean that in such cases the exercise of the right of withdrawal.

In order to exercise these rights and guarantees, the customer must always present proof of purchase of the products.

14. Warranty.

The guarantees will be governed by Royal Legislative Decree 1/2007 of November 16 that approves the text of the General Law for the Defense of Consumers and Users.

Verified the existence of a manufacturing defect in the product, Gomo Bonsai will proceed to repair the product or replace it. If both solutions are not possible, the customer may request the proportional price reduction and if the defect is serious, the termination of the contact.

15. Applicable legislation.

These conditions are governed by Spanish legislation. In the event of a dispute or controversy related to their application or interpretation, the parties will submit to the Courts and Tribunals that are territorially competent under current legislation.

In any case, please contact us at info@gomobonsai.com to obtain a friendly solution.

PRIVACY POLICY

Through this website, personal data of users is not collected without their knowledge, nor is it transferred to third parties.

We use cookies to provide you with the service and functions proposed on our website and to improve the experience of our users.

The portal owned by Gomo Bonsai contains links to third-party websites, whose privacy policies are alien to that of Gomo Bonsai. By accessing such websites you can decide if you accept their privacy and cookie policies. In general, if you browse the internet you can accept or reject third-party cookies from the configuration options of your browser.

BASIC INFORMATION ON DATA PROTECTION

Below we inform you about the data protection policy of Gomo Bonsai.

RESPONSIBLE FOR THE TREATMENT

The personal data that could be collected directly from the interested party will be treated confidentially and will be incorporated into the corresponding treatment activity owned by Gomo Bonsai.

PURPOSE

The purpose of the processing of your data is to manage and answer your questions and/or requests.

LEGITIMATION

The processing of your data is based on your consent.

DATA CONSERVATION

The personal data provided will be kept for the time necessary to fulfill the purpose for which they are collected and to determine the possible

responsibilities that may arise from the purpose, in addition to the periods established in the archives and documentation regulations.

DATA COMMUNICATION

In general, personal data will not be communicated to third parties, except legal obligation, among which may be communications to the Ombudsman, Judges and Courts, interested in the procedures related to the claims presented.

RIGHTS OF INTERESTED PARTIES

Anyone has the right to obtain confirmation about the treatments that their data is carried out by Gomo Bonsai.

You can exercise your rights of Access, rectification, deletion and portability of your data, of limitation and opposition to its processing, as well as not being subject to decisions based solely on the processing of your data, when appropriate, before Gomo Bonsai, C.B., Rúa Nova de Arriba 103A, 36937 – Bueu, Pontevedra (Spain) or at the email address: info@gomobonsai.com