

GENERAL TERMS AND CONDITIONS OF THE ONLINE STORE
sharkattackshop.com

Next the contractual document is exposed that will govern the hiring of products and services across the web site sharkattackshop.com. The acceptance of the present document implies that the BUYER:

- a. You have read, understand and comprehend the above.
- b. That it is a person or entity with sufficient capacity to contract.
- c. That he/she assumes all the obligations set forth herein.

The present conditions will have an indefinite period of validity and will be applicable to all the contracts realized across the web site sharkattackshop.com of the VENDOR.

THE SELLER reserves the right to unilaterally modify these Conditions, without affecting the goods or promotions that were purchased prior to the modification.

1. IDENTITY OF THE PARTIES

On the one hand, THE VENDOR or supplier of the goods is ATP TAKE SERVIX, S.L., with registered office at C/ Alcalde López Casero 20 - 3º Dcha., 28027 Madrid, with Tax Identification Number B85753101.

And of another, the BUYER (or simply “the customer”), either as a guest user or registered on the website sharkattackshop.com through a form to create an account on sharkattackshop.com, for which it has full responsibility for use and custody, being responsible for the accuracy of the personal data provided to the VENDOR.

2. OBJECT OF THE CONTRACT

The purpose of this contract is to regulate the contractual sales relationship between the SELLER and the BUYER at the moment the latter chooses the product, transport, method of payment and clicks on the respective order confirmation button.

The contractual relationship of purchase and sale involves the delivery, in exchange for a specific price and publicly displayed through the website of a specific product.

3. LANGUAGE AND CONTRACT DURATION.

Regardless of the possible translations of the section of these general conditions of sale, the official language of the contract will always be the Spanish version.

By contract duration we mean all the phases between the initial order request and the actual delivery of the ordered products by the seller and the total payment of the agreed price by the customer.

4. MINIMUM HIRING AGE

According to art.1263 of the Civil Code, unemancipated minors and incapacitated persons may not enter into distance sales contracts without the express consent of their parents or guardians.

By accepting these general conditions of sale, the Client declares to be of legal age (at least 18 years old) and to have the legal capacity to acquire the services and/or products offered through this website, and that he/she understands and understands the general conditions in their entirety.

5. RECRUITMENT PROCEDURE

In accordance with the requirements of art. 27 of Law 34/2002 of Services of the Information Society and Electronic Commerce and other affected regulations, we inform you that the contracting procedure is carried out once the following steps have been taken:

- 1°. Within the online store (<https://sharkattackshop.com>), select a product by clicking on the image.
- 2°. Once this action has been carried out, it will give us the option to choose the size and will indicate if there is stock.
- 3°. In case there is stock we will be able to add the product to the cart and a screen will appear where it will give us the option to continue shopping or to see the cart.
- 4°. If we decide to see the cart, a screen will appear where we will see the selected product with the VAT included and the shipping costs. We will have the option to select more or less quantity of the products already chosen. Once you are satisfied with this step we will have to press again the button "Finalize purchase".
- 5°. Once in the next step, we can identify ourselves if we already have an account, create an account or perform the steps of the purchase as a guest user.
- 6°. If we are going to make the purchase as a guest user, the first thing we must do is enter our name, surname, address, telephone number and e-mail, and click continue.
- 7°. We will choose a method of payment among the existing ones, we will have to accept the general conditions of sale, and, if we are in agreement, to press the corresponding button Place the order.
- 8°. After this, a screen will appear with the order confirmation data.
- 9°. If the method of payment is by bank transfer, we must proceed to make it according to the instructions of the seller to produce the final perfection of the sale and start the shipping process.

A message will be sent to the PURCHASER's e-mail address with the details of the purchase made, including the unique identification code that will allow the PURCHASER to identify his purchase.

The VENDOR will file the order in its information systems so that the BUYER with an account at sharkattackshop.com in the client area can have access, among other things, to the details of the order placed, as well as its purchase history.

6. PRICE

The prices indicated for each product include Value Added Tax (VAT) and in any case will be expressed in Euro currency (€).

The prices applicable to each product will be those published on the website and applied automatically in the contracting process.

THE SELLER reserves the right to modify the commercial offer of the website (modifications on products, prices, promotions and other commercial and service conditions) at any time, although such modifications shall not apply to contracts already made.

The contents of the website may, on occasion, show provisional information about the nature of some products. In the event that the information provided does not correspond to the characteristics of the product, the customer will have the right to cancel the purchase without any cost on his part.

Any payment made by the SELLER shall entail the issuance of an invoice in the name of the BUYER.

For any information about the order, the PURCHASER may contact via e-mail to the e-mail address info@sharkattackshop.com. In any case, the order code or number assigned to him/her and indicated in the purchase confirmation e-mail must be indicated in the subject line of the message.

7. AVAILABILITY

In the event that any of the products are not available at the time of the order, we will try to have it available as soon as possible if this is feasible. If we are unable to make the item available again, we will inform the customer as soon as possible.

8. SHIPPING COSTS AND DELIVERY TIME

The item will be shipped once the full amount has been paid in full by the customer.

	SHIPPING COSTS	DELIVERY TIME
Peninsula	5€	3-5 working days
Balearic Islands, Canary Islands, Portugal	7€	3-5 working days
France, Italy, Monaco, Germany, Scotland, Wales, England, Northern Ireland	10€	5-7 working days
Bulgaria, Czech Republic, Slovak Republic, , Slovenia, Estonia, Greece, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia.	12€	5-9 working days

The delivery time will vary depending on the availability of the products. The shipment will be processed as soon as possible, in case it cannot be made, the customer will be duly informed.

Orders shall be delivered to the delivery address freely designated by the BUYER. Thus, the SELLER assumes no responsibility for when the delivery of the product or service does not take place as a result of the data provided by the BUYER 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 addressee. If the order is not received, the cost of returning it to the SELLER shall be borne by the PURCHASER for the same amount as the initial shipping costs.

9. RETURN RIGHT

If the shipment does not arrive in perfect condition or we have made a mistake in its processing, the customer will have the right to request that the product be resent at no additional cost on their part or request a refund.

In the event that the shipment has been damaged during transport, the customer must communicate this situation within 24 hours in order to make a claim to the transport company and will have the right to request that the product be reshipped at no additional cost on their part or request a refund of the amount.

If you wish to exercise your right of return, you must give prior notice by e-mail indicating the following:

- Order code or number, date, name and e-mail address with which the purchase was made.
- Products purchased, including their price.
- Reason for return.

Once the request has been analyzed, we will answer the email indicating the necessary instructions to make the return. Once received and checked the condition of the product we will proceed to make the corresponding payment by bank transfer to the account specified by the customer.

10. RIGHT OF WITHDRAWAL

To exercise the right of withdrawal the BUYER has 14 calendar days from the date of receipt of the product. In the event that he/she wishes to exercise this right, he/she must inform the SELLER by e-mail to info@sharkattackshop.com with the subject "Withdrawal". In this case, the SELLER may contact you to inform you about the steps to follow, and the PURCHASER shall bear the costs of this withdrawal.

In any case the product must be returned in perfect condition, in its original packaging and with the purchase invoice.

The SELLER will refund the amounts received by crediting them by the same payment method from which the purchase was made, within a maximum period of 14 days after the BUYER communicates its desire to exercise the Right of Withdrawal. Also, once delivered or returned the products, it will be delivered in hand or will be sent an invoice rectifying (credit).

For more information on withdrawal of the PURCHASER or returns please send us an e-mail to the following address: info@sharkattackshop.com or call us at 616810171.

According to the 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 and other complementary laws, the BUYER has the right to process the claim through the Withdrawal Form.

11. WARRANTY

All products offered are completely original, unless otherwise indicated. As they are new products, they have the guarantee established in the General Law for the Defense of Consumers and Users, where the VENDOR will be responsible for the lack of conformity or defects of these.

12. COMPLAINTS AND CLAIMS

For any information about the order, complaints and claims, the PURCHASER may contact via e-mail to the e-mail address info@sharkattackshop.com. In any case, the subject line of the message must indicate the order code assigned to him/her and indicated in the purchase confirmation e-mail.

13. DATA PROTECTION

For more information about how your personal data will be used in the purchase process, please see our Privacy Policy.

14. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed by or interpreted in accordance with Spanish law in all matters not expressly established. The SELLER and the BUYER agree to submit any dispute that may arise from the provision of the products covered by these Conditions to the Courts and Tribunals of the BUYER's domicile. In the event that the buyer is a company or professional, the contract shall be presumed to have been entered into at the address of the SELLER.

In the event that the BUYER is domiciled outside Spain, the SELLER and the BUYER expressly waive any other forum, submitting themselves to the Courts and Tribunals of the domicile of the SELLER.

In addition, you can, if you wish, use the European Union's Online Dispute Resolution service (European Consumer Center), linked below:

<https://ec.europa.eu/consumers/odr/main/?event=main.home.selfTest>