



## GOLDEN EDITIONS

The present General Conditions of Sale aim to define:

- The contractual relations between Golden Studio SL. and the Client,
- The conditions applicable to any purchase of products made on the Site [www.MOM.com](http://www.MOM.com) that the Customer is of Spanish or foreign nationality, or that it is professional or consumer.

Any use of the Website and any ordering of one or more Product(s) through the Website implies full acceptance of the entire Terms and Conditions of Sale.

Only persons legally able to take out contracts for Products offered for sale on the Site may place an Order on the Website. When placing the order, the Customer guarantees to have the full legal capacity to adhere to the Terms and Conditions of Sale, to place an order and to close a sale.

### 5- Duration

These conditions apply throughout the duration of online products and services offered by Golden Studio SL.

### 6- Acceptance and opposition to general conditions of sale

#### 6.1. Accessibility of the general conditions of sale

Any user can read the general conditions of sale on the [www.golden-editions.com](http://www.golden-editions.com) site by clicking on the hypertext link at the bottom of each page of the Site. The general conditions of sale may be subject to change, the conditions applicable are those in effect on the Site at the date of placing the order.

#### 6.2. Legal capacity of the customer

Is Customer, under the terms and conditions of sale any legal person or natural person, aged at least 18 years or having the authorization of the authorized person at



the date of validation of his order. The Customer is a consumer or a professional residing in France or abroad. By paying the order, the Customer acknowledges having full legal capacity to engage under the general terms and conditions of sale.

### 6.3. Acceptance of general conditions of sale

The Customer acknowledges having read the general conditions of sale and expressly declares to accept them once he has confirmed his order on the Site. Regarding orders that are not placed online on the Site (email, such...) the Customer acknowledges having read and expressly accepts the terms and conditions of sale as soon as he receives and does not dispute his order confirmation email. By accepting the terms and conditions of sale the Customer accepts without reservation all the stipulations provided for in these conditions, to the exclusion of all others. The general conditions of sale are those in force on the Site at the date of the validation of the order by the Customer. The general conditions of sale are valid for the duration necessary for the supply of the goods and services subscribed, until the extinction of their guarantees.

## 7- Product characteristics and prices

### 7.1. Consulting the characteristics of products and services

Golden Studio SL. presents on its Site the products and services as well as their detailed descriptions allowing the Customer to know, before the final ordering, their essential characteristics. The photographs of the products presented on the Site are as faithful as possible but can not ensure a perfect similarity with the offered products, in particular as regards the colors.

### 7.2. Availability of products and validity of the offer

The offers of products and services and the prices listed on the Site are valid for the current day. A product that has become unavailable is indicated with the words: "Temporarily unavailable" or "Available in stores and at our partners" in the event that the products presented on the site are possibly still on sale in the physical stores of the Golden Editions brand. It is also stated that the simple fact of adding a product in the basket is not worth validation of order. In other words, the product can become unavailable between the moment of the addition in the basket and the validation of



the order by the Customer. In the event that the unavailability of the product or service is noticed after validation of the payment, Golden Studio SL. undertakes to proceed to the cancellation of the order and the full refund of the price paid by the Customer. In this case the refund will be made without delay and at the latest within fourteen (14) days of the payment of the sums paid by the Customer.

### 7.3. Price

The prices of the products and services presented on the Site are indicated in Euro all taxes included. They are applicable during the validation of order by the Customer and do not include the participation to the transport costs, extra invoiced and indicated on the page "Summary" of the basket before the final validation of the order. Prices inclusive of all taxes are inclusive of VAT (Value Added Tax) for products delivered in the European Union. Items subject to VAT are subject to Spanish VAT. Any change in the Spanish VAT statutory rates will be reflected in the price of the products and services presented on the Site, on the date stipulated by the relevant application decree.

### 8- Payment

All prices quoted are inclusive of VAT. The total amount of an order is made up of the price of items and delivery charges. You can use the following payment methods: VISA, MASTERCARD and Paypal. If the payment is refused by the authorization center, we will not be able to proceed with the shipment of the order.

### 9- Confirmation of order

You will receive a confirmation email as soon as we receive your order. Have the references of this email for all correspondence. If you do not receive this confirmation email, please contact [info@golden-editions.com](mailto:info@golden-editions.com)

### 10- Right of withdrawal

In accordance with Article L121-20 of the Consumer Code, the Customer has a period of fourteen (14) clear days from receipt of the products to exercise his right of withdrawal, without having to justify reasons, or to pay penalties except as the case may be a return charge. The period of fourteen (14) days runs from receipt of the

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products: when the period of fourteen (14) days expires on a Saturday, a Sunday or a holiday or holiday, it is extended until the next business day. Golden Studio SL. recommends to the Customer who wishes to exercise his right of retraction to inform the Customer Service by email at [info@golden-editions.com](mailto:info@golden-editions.com)

## 11- Delivery

### 11.1 Shipping costs

Delivery charges for our online sales site have been established according to the volumes and weight of the product according to the current rates of the our carriers.

### 11.2 Delivery times

Small and medium items are shipped by FedEx or DHL within 7-42 days after confirmation of the order, subject to the availability of the product. If one or more items are no longer available without being indicated in the product sheet, the Customer is notified by email or telephone and Golden Studio SL. will refund these items by crediting the card used to pay the order.

The largest items will be sent within 4 to 6 weeks depending on the information on the product sheet.

### 11.3 Sending

Any order placed on the Golden Studio SL. online sales site can only be sent to the proposed destinations. For any request to send abroad, please contact [info@golden-editions.com](mailto:info@golden-editions.com)

## 12- Conditions of return of products

The Customer has a legal period of fourteen (14) days from the date of receipt of his order to signal to Golden Studio SL. its intention to return the product and the reason for the return.



The return of the product or products is carried out in their original packaging, intact, accompanied by all possible accessories and documentation, in perfect condition for resale, with the indication of the order number to which the products relate. The product must be returned in a packaging provided for this purpose, not allowing the identification of the product (parcel post, bubble envelope, kraft paper, ...). Any damaged product, incomplete, absent or whose original packaging has been damaged, will not be refunded or exchanged and will be returned to the Customer. Golden Studio SL recommends to the Customer to return the products with a recommendation or a complementary insurance guaranteeing, if necessary, the compensation of the products up to their real market value in case of spoliation or loss of the package(s).

Regarding the foreign returns, the fees are in charge of the customer

### 13- Refund

In the event of exercise of the right of retraction, Golden Studio SL is held to refund to the Customer of the sums which it paid, without penalty, with the exception of the expenses of port. The refund is due without delay and at the latest within fourteen (14) days following the date of reception of the returned products. If the return of the product (s) purchased (s) is due to an error on the part of Golden Studio SL., shipping and return will be fully refunded to the Customer.

### 14- Cancellation

Beyond this withdrawal period, if you wish to cancel your order you must contact [info@golden-editions.com](mailto:info@golden-editions.com). If your order has been shipped, we will ask you to return the products by following the instructions indicated by email.

### 15- Modification of your order

If you want to make changes to your order, change the delivery address or add products, do not hesitate to contact us by mail in [info@golden-editions.com](mailto:info@golden-editions.com).

## 16- Warranties

### 16.1. Transport warranty

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Assuming the risks related to the transport, Golden Studio SL. undertakes to deliver the products ordered by the Customer in a closed, resistant packaging, appropriate to the contents and the requirements of the transport. Any product damaged or lost during transport will be replaced. The guarantee related to the transport is valid only if the Customer or his Recipient has signed the delivery note or transport receipt presented by the carrier on which he has taken care to issue precise, dated and signed handwritten reserves. By signing the delivery note or the transport receipt, without making a reservation, the Customer acknowledges that his package has not been damaged during transport. In case of dispute the original packaging must be kept until resolution of the dispute. Golden Studio SL. advises the Customer or its Recipient to inform the Customer Service by email at [info@golden-editions.com](mailto:info@golden-editions.com) within a maximum of 72 hours from delivery, after this period no claim will be taken into account.

## **16.2. Legal guarantee of conformity**

In accordance with Article 211-1 and following of the Consumer Code, Golden Studio SL. undertakes to deliver a product that complies with the order validated by the Customer and addresses any existing defects of conformity on delivery. Golden Studio SL. recommends to the Customer who wishes to exercise his right of guarantee to inform the Customer Service as soon as he knows about it by email at [info@golden-editions.com](mailto:info@golden-editions.com). This complaint must be motivated and accompanied by proof of the damage suffered (photos,...) In case of lack of conformity, the Customer may request the exclusion of any other compensation or damages: either the replacement of the product or the refund of the product including shipping costs.

The legal guarantee of conformity only applies to the essential characteristics of the products. The photographs of the products presented on the Site are as faithful as possible but can not ensure a perfect similarity with the offered products, in particular as regards the colors.

## **16.3. The legal guarantee of defects or hidden defects**

The Customer also benefits from the legal guarantee of hidden defects on the products sold on the Site [www.golden-editions.com](http://www.golden-editions.com). The implementation of the legal guarantee of conformity does not preclude the warranty action against hidden defects. Four (4) conditions must be met for the Customer to benefit from this guarantee:

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- The defect or defect affecting the purchased product is serious
- The defect or defect must be hidden;
- The defect or defect existed prior to the purchase even if it occurred later;
- It must not be the consequence of misuse of the product.

Finally, to benefit from the guarantee, the Customer must act as soon as possible a maximum of two (2) years from the day the defect or defect was discovered. If the four (4) conditions are met the Customer may request the exclusion of any other compensation or damages: either the replacement of the product or the reimbursement of the product including shipping costs.

#### **16.4. Implementation of guarantees**

Golden Studio SL. agrees to refund or exchange defective products damaged or damaged or not corresponding to the customer's order.

#### **16.5. Customer complaint**

The implementation of the guarantees must be the subject of a request made by e-mail or by telephone to the Customer Service by email at [info@golden-editions.com](mailto:info@golden-editions.com). The claim must be motivated and accompanied proof of the damage suffered (photos,...) The Customer must also indicate whether he wishes the replacement of the product or its refund. NB: the complaints or disputes will always be received with attentive benevolence, the good faith being always presumed in the one who takes the trouble to expose the litigation.

##### **16.5.1. Acknowledgment of receipt of the complaint**

Upon receipt of the complaint formulated by the client, GoldenStudio SL. undertakes to send the Customer an acknowledgment of receipt by e-mail indicating that the claim has been taken into account.

##### **16.5.2. Customer Compensation / Product Replacement**

In the event of a replacement occurring as a result of a Customer's claim implementing one of its warranties, unless the parties have agreed otherwise, the

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product (s) will be dispatched without delay and the Customer Service will contact the Customer or Recipient no later than 2 working days after notification of acceptance by Golden Studio SL..

Reimbursement of the product occurring as a result of a complaint by the Customer implementing one of its guarantees: a refund without delay and at the latest within fourteen (14) working days following the date of "notification of acceptance of assumption of responsibility" will be carried out. The reimbursement includes: the price of the product(s) subject to the complaint, the transport costs related to the product (s) on the basis of the invoiced price, the costs of returns incurred by the Customer on production of a voucher (invoice,...).

### **17- Applicable law**

The General Conditions of Sale are subject to Spanish law. In case of disputes the Customer may make claims to the Customer Service of Golden-Editions by email to [info@golden-editions.com](mailto:info@golden-editions.com) or by phone 0034635142998 to seek an amicable solution. In the absence of an amicable agreement between the Parties, the dispute will be submitted to the French courts, only competent in the matter.

The website is the property of Golden Studio SL, the headquarters is situated at Carrer Francisco Giner, 45 08012- Barcelona represented by the company Golden Studio SL.

Golden Studio SL. can be contacted by :

- Telephone : +34 635 142 998
- Or by email :[info@golden-editions.com](mailto:info@golden-editions.com)

Director of the publication : Sarah Reddin

The website is Shopify

## **Data processing**

The database constituted from the website has been declared to the CNIL. The information concerning you is intended exclusively for Golden Studio SL. You have the

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right to access, modify, rectify and delete data concerning you, which you can exercise by contacting the following address:

- Golden Studio SL, Carrer Francisco Giner, 45 08012 Barcelona Spain

## Copyright

Golden Studio SL. is the exclusive owner of the elements of the site (structure, images, texts and any other component).

Any representation and/or reproduction and/or partial or total exploitation of these products is therefore prohibited.

Free access to the website does not give you in any way and in any way the right to use, reproduce or represent any of the elements of the site.

Golden Studio SL. will strive to ensure the accuracy and updating of the information published on this site, the content of which it reserves the right to correct at any time and without notice. Golden Studio SL. cannot be held responsible for errors or omissions in the data displayed. It is up to the visitor to the site to verify the information by other means, including by contacting Golden Studio SL..

### What do we do with your information?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

With your permission, we may occasionally send you emails about our store, new products and other updates.

### Consent

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### **How do you get my consent?**

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

### **How do I withdraw my consent?**

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at [info@golden-editions.com](mailto:info@golden-editions.com)

### **Disclosure**

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service. We will not share your personal information with any third-party services.

### **Links**

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

### **Security**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although



no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

### **Age of Consent**

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

### **Changes To This Privacy Policy**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

### **Questions and Contact Information**

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at by contacting us at [info@golden-editions.com](mailto:info@golden-editions.com) or mailing us at: GOLDEN STUDIO S.L

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