

# Purchase terms and conditions

Following are the electronic and remote sales terms and conditions for all products offered at Unisa's Website. Users must accept these by ticking the corresponding verification box, thus confirming that they have read and understood the stipulations included in this document, implying that they are of legal age and have sufficient capacity to be bound by the obligations arising from their actions in this Website, as well as their acceptance of the terms and conditions included herein. All purchases of UNISA products shall be subject to the stipulations included in Royal Decree 1/2007 passed on 16th November approving the consolidated text of the Protection of Consumers and Users Act (TRLGDCYU as per its Spanish acronym) as our Website is aimed at end users or consumers. For that purpose, any individual or entity, be them private or public, acting directly or through intermediaries on their behalf or under their instructions, for any business purposes or in their capacity as business owners or professionals, shall not be considered as an end users or consumers.

**1. The Parties:** shall include any individuals or entities who intend to purchase any products offered at the Website by UNISA EUROPA S.A. with registered address at Poligono Chinorlet XB-56, 03649 Chinorlet, Monovar (Alicante) – Spain and duly inscribed in Alicante Mercantile Register under volume 1458, book 0, sheet 90, Page A-14420, with Tax ID. number: A03779949. Hereinafter, UNISA.

**2. Contact and customer service:** Users may contact UNISA concerning these terms and conditions and to discuss any matter related to the purchase of its products by either telephone on +34 900 400 440 or by email at [shoponline@unisa-europa.com](mailto:shoponline@unisa-europa.com). Our customer service opening hours are Mondays to Thursdays from 10am to 1.30pm and from 2.30 to 6pm and Fridays from 8am to 2pm. During the month of August, our customer service opening hours shall be Mondays to Fridays from 9am to 1pm.

**3. Purchase. Customer registration and purchase process:** any purchase of the products offered in our Website shall imply their delivery upon payment of the prices published in our Website.

**3.1. Customer registration:** in order to purchase any products offered at our Website, you will be required to register as a customer and provide the details requested in the forms created for this purpose. All details provided shall be dealt with in conformity with our [Privacy Policy](#). Our registration process is very simple. Users are required to complete a form with the following details:

- Full name (or company name)
- Email address (must be retyped in order to prevent any typos)
- Password to be used to log into MY ACCOUNT
- Telephone
- Date of birth (optional)
- Full delivery address (country, province, town, postcode, road name, house number, etc.)
- Tax ID number (optional)

You shall receive an email immediately to confirm that your registration has been successful. Once your registration has been completed, you shall be able to log into your customer account (MY ACCOUNT) by entering your login details (email address and password provided upon registration). From here Users are able to:

- Edit, complete and/ or modify their personal details
- Modify existing or add new delivery addresses
- Change their login password.
- View previous orders
- Delete their account. In this event, all information regarding your activity in our website shall be permanently eliminated.

**Resetting your password:** in the event of forgetting your password, please click on the link labelled "I forgot my password". You will be required to enter the email address provided upon registration in order to send you an email with a new password that may be changed from MY ACCOUNT.

**User liability:** Users shall be liable to ensure that all details provided are truthful, accurate, complete and up to date. They must take care of their login details, as they shall be solely responsible to select these and in the event of loss, theft or unauthorised use of their login and/or password, including any consequences that may arise from their misuse. All login details are personal and non transferable. Users hereby undertake to notify us immediately in the event of loss of their login details regardless of the cause, in addition to any danger or impairment of their confidentiality. Otherwise, users shall be liable for any damages caused by any third parties who may login using their verified access details.

**3.2. Purchase process:** Users have access to all items offered in different sections within UNISA's website.

If you are interested in purchasing any product, you may click on it to view the product description and features.

To purchase an item, simply select the options required, where applicable, (such as features, colour, size, etc.) and, provided that the item is in stock, you may add it to your basket before completing your order.

You will need repeat this process in order to add further items to your order.

Please remember that you may only purchase up to 4 products per order. If you wish to purchase more than four items, you will need to create as many orders as may be required.

To continue, click on CHECK OUT. Before making your payment, you can review the items added to your basket in order to add more items or remove those previously added.

If you have any promotional discount codes, you may use these by entering them into the corresponding field. Only one discount coupon may be used with each order.

Following, click on PLACE ORDER.

Users who are have already registered as a customer with UNISA's Website shall be required to login.

If you are not yet a registered customer, please read the above section. Before completing your order and making a payment, you shall be able to see a breakdown of your order's total price, including VAT, shipping costs and any relevant additional costs. If you have provided more than one delivery address upon registration, you shall be required to select one at this stage.

In the event that you are presented with several options depending on the delivery address and the shipping costs and methods available, please select a shipping

method: <https://www.unisa-europa.com/en-GB/geographical>

Likewise, you must select the payment method among the options available.

After reading our terms and conditions of sale, and provided that you are in agreement, please accept them by ticking the box provided for that purpose and click the

corresponding button in order to complete your purchase and proceed with the payment.

After completing the above process successfully, you will receive an email to confirm your order on the email address provided, including a description of the order placed, total price paid and all related costs, including a copy of the current terms and conditions of sale.

**4. Basic product features:** product features shall be as stated in each product specification sheet published at our Website, which shall include their features, materials, properties, etc. including an image of each item.

#### **5. Prices and billing:**

**5.1. Prices:** prices for all products shall be as shown on the Website and shall be inclusive of Value Added Tax (VAT) and any further applicable tax at any time.

**5.2. Billing:** By accepting these terms and conditions, Users expressly consent to the issue of their corresponding invoice in an electronic format.

This consent may be withdrawn by sending an email for that purpose requesting us to send you a printed invoice.

**6. Legal guarantee:** we shall deliver the products as per the purchase agreement, i.e., that correspond to the description made, including any potential specifications made by the User, and that meet the quality specifications of the products shown in our Website. We shall also deal with any non conformity arising upon delivery of the product. Pursuant to articles 97.1.m) and 123 of the TRLGDCYU, please remember that we shall only be able to deal with any product non conformities reported **within two years from the delivery date**. In the event of faulty products, we shall proceed accordingly and pursuant to the stipulations included in Title 4 of the TRLGDCYU concerning Guarantee and After Sales Services, by either repairing, replacing, offering a discount or terminating our agreement.

**7. Language:** this purchase process may be carried out in either English or Spanish.

**8. Copies of purchase terms and conditions:** UNISA shall not keep any copies of the terms and conditions corresponding to each customer purchase. Therefore, we recommend that you save a copy after each purchase. However, following your order confirmation, we shall provide you with a link to download a copy of the terms and conditions that you have accepted for storage.

**9. Technical means:** our Website does not have the technical means to identify and correct errors caused by Users when entering their details other than detecting if any compulsory field required to process an order is left blank.

**10. Product catalogue:** Users may access the catalogue of products offered by clicking on each of the sections shown in the home page menu. There, they can review the different sub sections as well as use our Website search facility by entering different search criteria (model, footwear type or colour). If you are interested in purchasing any product, you may click on it to view the product specification sheet including its description and features.

**11. Payment methods:** UNISA has different payment methods available for its customers. During the purchase process, Users may select any of the payment methods available in the system, provided that they are permitted for their specific location. In either case, Users shall always be able to select more than one payment method.

**11.1. Payment by credit/ debit card:** Payments may be made using Visa, MasterCard and/ or American Express cards. When selecting this payment methods, Users guarantee that they are fully authorised to use the selected card during the purchase process. User cards will be charged in real time via the bank's virtual POS after checking that the details entered are correct. We shall never store your card details. When processing an order, payment card details are transmitted encrypted in a fully secure manner with the only purpose of paying the corresponding amount for the order placed.

Credit cards are subject to checks and authorisation by the issuing bank entity. Therefore, in the event that your payment had not been authorised by your bank, your order shall not be completed. UNISA uses a secure payment system provided by the financial entity La Caixa. Any confidential payment details are transferred directly using SSL encryption to the corresponding financial entity.

For payments using Visa and MasterCard, UNISA only accepts SEC (Secure Electronic Commerce) transactions using the 3D Secure international protocol which displays the *Verified by Visa* and *MasterCard SecureCode* logos. When making your payment at our payment portal, the system shall automatically verify that the credit card used has been activated for secure electronic commerce payments. Following, you will be connected with the card's issuing bank which shall request you to authorise the transaction by entering a personal authentication code. Transactions shall only be completed if the credit card issuing bank confirms the authentication code is correct. Otherwise, the transaction will be rejected.

**11.2. Payment by SEQURA services:** If you wish, you may select one of the options offered by the SEQURA platform as your payment method. In that case, you shall be bound by the terms, conditions and requirements established by SEQURA WORLDWIDE S.A. (Hereinafter, "SEQURA") with registered address at Ali Bei 7-9, entresuelo, C.P. 08010, Barcelona. TAX ID No.: A66054164, e-mail: [clientes@sequra.es](mailto:clientes@sequra.es) and telephone: +34 931 760 008. Via their platform, SEQURA currently offers two payment options:

"Buy now, pay later" according to stipulations included in their own purchase terms and conditions: <https://legal.sequra.es/condiciones-contratacion?product=i1> and "Pay by instalments" according to stipulations included in their own purchase terms and conditions: <https://legal.sequra.es/condiciones-contratacion?product=pp3> .

Please note that these services are not provided by UNISA.

Under any circumstances, it shall be up to SEQURA to decide whether or not to approve a specific credit application for a single payment or several instalments.

Should Users decide to use the services provided by SEQURA, they shall expressly accept that their details shall be shared with SEQURA.

**11.3. Cash on delivery:** Users must pay the purchase price to the shipping company's courier upon delivery of the products ordered plus shipping costs, in addition to any commission that may apply, and that shall be notified during the purchase process and shown in the order confirmation.

This commission corresponds to the amount payable to the shipping company for taking cash payments on delivery.

**11.4. PayPal payments:** Users who have a PayPal account or payment card shall be able to select this option as their payment method. Likewise, when selecting this payment method, Users guarantee that they are fully authorised to use the corresponding PayPal account.

## **12. Product availability, delivery and shipping costs:**

**12.1. Product availability:** each product specification sheet includes details regarding its availability and estimated delivery period depending on the delivery method selected. In the event that any item or size was sold out, Users may send us an email so we can notify them when their size is back in stock.

Pursuant to article 110 of the TRLGDCYU, should we fail to process your order due to any item being sold out, we shall inform you as soon as possible and provide you with a refund for the amount paid for that concept without undue delays..

**12.2. Product delivery and shipping costs:** all products offered at our Website are ready to be dispatched to the locations stated and as per the rates and delivery deadlines shown at <https://www.unisa-europa.com/en-GB/geographical> and as stated in these terms and conditions of sale

Orders shall be delivered within approximately 1 to 7 working days, depending on the destination and shipping method selected by the User during the purchase process.

¡In the event of customised orders, these shall be delivered within a period of up to 4 weeks due to having to undergo a production process.

In either case, and depending on the User's location, each product specification sheet shall contain specific information regarding delivery rates and deadlines, with further details shown during the purchase process, including the shipping costs and estimated delivery deadlines, prior to making any payments.

Should Users decide to use SEQURA finance services, the above delivery deadlines may be subject to SEQURA's approval of the requested credit application. Therefore, delivery may be delayed by an additional 48 hours.

Under no circumstances shall any orders be delivered to post box addresses.

All orders shall be delivered to the designated postal address.

Deliveries shall be made by the shipping and/ or logistics company selected by UNISA for that purpose (MRW, UPS, DHL or Correos Express).

We shall not accept any liability in case of failed product delivery due to Users having provided fake, inaccurate or incomplete addresses, or any other reasons attributable to the User that are outside our own or the designated shipping company's control, such as customer not being present.

If the customer is not present at the time of delivery, the shipping company will leave a notice advising how to arrange a new delivery.

If the courier was unable to leave the above notice, the shipping company shall contact the customer by telephone.

Should the shipping company fail to contact the customer via the above methods, we will get in touch in order to solve the incident.

Please note that there is no delivery on weekends.

Any orders placed either after 4pm or during the weekend or national Bank Holidays in Spain shall be processed on the following working day.

This shall also depend on the shipping company and may vary during special promotion and sales periods.

**Customs information:** If ordering products from our UNISA Website for delivery outside of the European Union you may be subject to pay import tax or duties. In that case, these shall be charged upon arrival at the destination country.

Any additional costs arising from customs tax shall be borne by the recipient. UNISA has no control over these charges. Custom policies may vary greatly between different countries, so we recommend that Users contact their corresponding customs authority for further information.

Furthermore, when placing an order at our Website from any location outside of the European Union, Users shall be considered as an Importer and therefore, liable to comply with all applicable legislation and regulations corresponding to the destination country.

Likewise, please note that international orders shall be subject to inspection and may be opened by the custom authorities at the destination country.

If you are ordering from Ceuta or Melilla, please note that these locations are not part of the European customs' union and, therefore, may also be subject to additional tax and/ or custom charges that must be borne by the recipient, as well as any corresponding import duties or tax, payable upon receipt of your order.

**13. Returning a faulty product:** In case that any of the products delivered was non compliant with the purchase agreement, either due to damage or faults, Users may contact us by logging into MY ACCOUNT or by email or telephone. Please provide all details concerning the products ordered, any faults detected, order date, delivery date, full name and email address. We will contact you in order to advise you how to proceed.

In the event of a faulty product, we shall proceed, where applicable, to either replace the product, offer a discount or cancel the order, neither of which shall represent any cost to the customer.

**14. Complaints process:** In the event of a non conformity arising from an error, fault or damage attributable to our company, Users may contact us by email at [shoponline@unisa-europa.com](mailto:shoponline@unisa-europa.com) or by telephone on +34 900 400 440 within two months from becoming aware of the relevant incident, including their details, purchase order number and stating the detected defect or fault.

Should Users fail to contact us within the above mentioned period, they shall still be entitled to the corresponding remediation. However, they shall be liable for any additional damages arising from their failure to report the relevant issues within said period (Art. 123.5 of the TRLGDCYU)

**15. Complaint sheets:** UNISA complaint sheets are available to all its customers at their retail branches in the following locations: <https://www.unisa-europa.com/en-GB/retailers/> . In either case, Users may also download these from their local council or regional consumer Website.

Users who do not have access to the official forms may also submit their complaint in any format and to any competent local council or regional authority.

In order to do so, simply write a letter including your own and the company's details stating the reasons for your complaint and the desired resolution.

Please remember to include the following details with your complaint:

- Complainant's full name, address, National ID no., email address and telephone.
- Trading name, company name, address, Tax ID no., email address and telephone of the company that you are complaining about.
- A brief and concise description of the facts leading to your complaint.
- Your desired resolution.

**16. European Online Dispute Resolution platform:** If you are a resident of the European Union, please note that you are able to use the ODR (Online Dispute Resolution) platform available from the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>



Using the above platform, end users and retailers are able to file complaints using an electronic form available in all European Union languages for matters concerning electronic commerce or the supply of online services pursuant to EU Regulation 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and Directive 2013/11/EU of the European Parliament and of the Council on alternative dispute resolution for consumer disputes.

## **17. Refunds in case of product returns:**

### **17.1 What are your rights in the event of returning a product?**

Users shall be entitled to return any items purchased for a refund of any corresponding amounts paid without justification and/ or penalties within one month from the date of delivery of the corresponding product.

All costs arising from the return of products delivered to Spain and other EU countries (except the Canary Islands, Ceuta, Melilla and the Azores) shall be borne by UNISA, provided that the products are returned from the original destination that it was sent to.

Customers who wish to return a product from any non EU countries (including the Canary Islands, Ceuta, Melilla and the Azores) shall be liable to pay for any direct costs resulting approximately from the application of our shipping costs.

Pursuant to the stipulations included in article 108 of Royal Decree 1/2007 passed on 16th November approving the consolidated text of the Protection of Consumers and Users Act, all purchasers shall be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods. This means that, although Users are able to try the product on to check that it is the correct size, they should not wear it if they intend to return it for a full refund without being charged for any diminished value that may result from their actions.

For these purposes, the delivery date shall be considered as the date when either the User or a third person indicated by them other than the carrier acquires the material possession of the goods.

In the event of several articles purchased at the same time and delivered at different stages, the delivery date shall be the date when the last article is delivered.

In order to request a refund, please send a notification to UNISA from the menu MY ACCOUNT > My orders and click on the models that you wish to return. Alternatively, send us an email at [shoponline@unisa-europa.com](mailto:shoponline@unisa-europa.com) to notify us via a statement confirming your unequivocal decision to return a product.

If contacting us by email, Users may copy and paste the following product returns form template to be completed, although its use **is not compulsory**:

**Withdrawal (returns) form template pursuant to the Schedule of the Protection of Consumers and Users Act 2007.**

For the attention of UNISA EUROPA S.A. with registered address at Poligono Chinorlet XB-56, 03649 Chinorlet, Monovar (Alicante) – Spain and duly inscribed in Alicante Mercantile Register under volume 1458, book 0, sheet 90, Page A-14420, with Tax ID. number: A03779949 and email for contact purposes at: [shoponline@unisa-europa.com](mailto:shoponline@unisa-europa.com).

We hereby inform you regarding my/ our intention to return the product/s \_\_\_\_\_ [state product], ordered on \_\_\_/\_\_\_/20\_\_\_, and delivered on \_\_\_/\_\_\_/20\_\_\_

CUSTOMER/S Full name: \_\_\_\_\_

CUSTOMER/S Address: \_\_\_\_\_

Return notification date: \_\_\_/\_\_\_/20\_\_\_

We shall send you an email as soon as possible to confirm receipt of your product return notification.

[Click here to download the product return form](#)

**17.2. Returns process:** when Users return a product, they shall receive a refund for all payments made including, where applicable, delivery costs (except in the event of additional costs arising from selecting any delivery method other than the normal delivery method offered by us) without any undue delays. In either case, this should not exceed 14 days from the date when User first notified us regarding their decision to return their purchase.

We shall proceed to issue any refunds using the same payment method selected by User in their initial transaction, unless expressly requested by User otherwise. In either case, Users shall not incur any additional costs resulting from the refund.

Should User decide to use a different return shipping method than that provided by UNISA, they shall assume all corresponding return shipping costs. In that event, we reserve the right to withhold any refunds until the items are received or until User provides proof of posting, whichever is sooner.

For orders paid using the cash on delivery method, we shall request your bank account details in order to refund the amounts paid.

**17.3. How to return a product:** Please follow the instructions below in order to return an item after notifying us of your decision to withdraw from the purchase:

- Package the products to be returned. Seal the package using the adhesive tape provided on the lid of the box delivered with your order.
- Log in to MY ACCOUNT to track progress of your return.

You will receive a refund using the same payment method selected when placing your order as soon as we have received the package and checked it.

- Deliver the returned products directly to us or to the designated shipping company without any undue delay and, in either case, within 14 calendar days from the date when you notified us regarding your intention to withdraw from the purchase agreement.

If you return your goods before expiry of the above period, the period shall be deemed as expired.

Refunds may take up to 14 days to be displayed on your bank account.

Should you have any queries, please contact us on our free telephone number 900 400 440 or email us at [shoponline@unisa-europa.com](mailto:shoponline@unisa-europa.com).

**17.4. Exceptions to your right of withdrawal:** Pursuant to article 103 section m) of the TRLGDCYU, the right of withdrawal shall not apply to any agreements involving the supply of goods liable to deteriorate or expire rapidly or those made to the consumer's specifications or clearly personalised. Therefore, Users who order a customised product shall not be entitled to return these for a refund.

Likewise, pursuant to section e) of the above article, the right of withdrawal shall not apply either to the supply of sealed goods that may not be returned due to health protection or hygiene reasons, if these items have been unsealed after delivery, i.e., face masks.

**17.5. Withdrawal from an agreement involving a consumer credit application:** When Users exercise their right of withdrawal, in the case of the payments funded by the SEQURA platform, any product returns shall also imply their withdrawal from the credit agreement without any penalties to the User.

When Users exercise their right of withdrawal concerning any products subject to a credit agreement entered into with SEQURA, they shall only be requested to notify us regarding their decision to return the product pursuant to these terms and conditions and our company shall deal with the refund of any payments made by SEQURA.

**17.6. Replacing the product for another size:** We do not have a specific procedure for size changes. Therefore, Users will need to withdraw from their original purchase (by returning the product ordered and receiving a refund for the amounts paid) and place a new order.

**18. Law and jurisdiction:** These terms and conditions and the privacy policy shall be governed by Spanish legislation. In the event of any conflicts, these shall be filed with your local court.

**Last updated on 9th September 2020**