

Terms and Conditions of Purchase

1. Introduction

This document contains the Terms and Conditions that govern the use of this Website and the Terms and Conditions of Purchase. Please read these Terms and Conditions and our Privacy Policy thoroughly before placing any orders. By using this Website or by placing an order through it, you accept these Terms and Conditions and our Privacy Policy. If you do not accept them, you must not place an order.

Should you have any questions about the Terms and Conditions or the Privacy Policy, please contact us using our contact form.

2. Use of our Website

These Terms and Conditions are the only terms and conditions applicable to the use of this Website and substitute any others. By placing your order, you declare that you have read and fully accept these Terms and Conditions.

By using this Website, you accept that:

1. You may only consult this Website for legally valid purposes and to place legally valid orders.
2. You must not place any speculative, fake or fraudulent orders.
3. To place orders, you must provide us with certain information and personal data, which will be processed in accordance with the Privacy Policy ([*Include link*]).
4. If you do not provide all of the information that we need, we will not be able to process your order.
5. By placing an order through this Website, you warrant that you are over the age of 18 and that you have legal capacity.

3. Availability of the service and shipping

The products offered on this Website are available in Spain (except Canary Islands), Portugal, France, Belgium, Germany, Austria, Croatia, Denmark, Slovakia, Slovenia, Estonia, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Czech Republic, Romania, Sweden, Lithuania, Bulgaria, Finland, Switzerland, Israel, United Kingdom, Norway, Serbia, Ukraine, United States, Canada, Mexico, Chile, Peru, Colombia, Panama, Ecuador, Argentina.

There are two shipping options: standard shipping to your home address, or in-store collection. The in-store collection service is only available in selected stores in Spain: Rambla de Catalunya (Barcelona), CC Illa Diagonal (Barcelona), C/Lagasca (Madrid), C/Fuencarral (Madrid), C/Hermosilla (Madrid), C/Ercilla (Bilbao), Santander, C/Valencia Jorge Juan (Valencia), Aqua Multiespacio (Valencia), San Sebastián, Seville, Oviedo and La Coruña.

We do not ship to PO boxes. You must therefore provide the exact delivery address. Please remember to enter a telephone number so that we can contact you if you are not home when we try to deliver.

4. Placing an order

No sale contract exists with regard to any product until we have expressly accepted your order. If your order is not accepted, the amount paid will be refunded in full.

Once your order has been placed, you will receive an email confirming that we have received your request. Please note that this does not mean that your order has been accepted. All orders are subject to our acceptance. We are under no obligation to accept your order and may, at our discretion, choose not to accept it. Your order will only be accepted when we send you the shipping confirmation and this acceptance will refer exclusively and solely to the products indicated in the shipping confirmation. We are under no obligation to supply you with any other product.

We reserve the right to not accept an order in the following cases: i) in the case of a technical error and/or a typographical error in the price or the rest of the product details, and ii) in the case of a lack of product availability.

If you choose to have your order shipped to a store, you will receive a notification when your order has left our warehouse. Once your order has arrived at your chosen store, we will send you another SMS and email to let you know. If you do not collect your order within 48 hours, you will be sent a reminder message.

5. Product availability

All orders are subject to availability. If there are supply or stock issues, we may offer you substitute products of the same or a different value. If you do not wish to accept the substitution, we will refund you for any amounts paid.

We reserve the right to remove any product from this Website at any time.

We accept no liability for the removal or modification of any product or content on the Website.

6. Price and payment

The price of the products will be the price stated at any time on our Website, except in the case of obvious errors. While we endeavour to ensure that all of the prices shown on the Website are correct, errors may occur. If we discover an error in the price of the products that you have ordered, and if this error was clear and obvious, we will inform you as soon as possible and give you the option of either reconfirming your order at the correct price or cancelling it. If we are unable to contact you, your order will be deemed to have been cancelled and you will be refunded in full for any amounts paid.

The prices on the Website include VAT, but exclude shipping costs, which will be added to the total amount as indicated in Clause 7.3 below.

The prices may change at any time, but will not affect orders for which we have already sent a shipping confirmation.

In general, payments made by credit or debit card, PayPal, Google Pay, Apple Pay and Microsoft Pay will be accepted. Nevertheless, these payment methods may be expanded and/or amended depending on where the purchase is made and the

circumstances at that particular time. In any case, you will have access to the latest information concerning payment methods when you make your purchase. Payment cards are subject to checks and authorisations by the card issuer. Should the issuer not authorise the payment, we will not be held liable for any delay or failure to deliver and we will not be able to proceed with the sale.

7. Delivery

Before confirming the order, you must select the delivery method that best suits your needs: home delivery, or in-store collection.

7.1. Delivery times

Shipments are managed by Paack, MRW, GLS or UPS. The normal delivery times are 2 to 3 working days to all locations. Nevertheless, should delivery be delayed, we will inform you of the situation.

For in-store collections, the delivery time is 2 to 3 working days.

When calculating the delivery times for our shipments, please note that orders placed after 14:00 will be prepared the following day. Orders placed on Fridays after 14:00, on Saturdays and on Sundays will be prepared and shipped on the Monday.

As an exception, during special periods, promotions or sales, delivery times may be affected.

Orders are prepared at and shipped from our warehouse in Barcelona. The city's public holidays will therefore affect delivery times.

The delivery time will be longer if you place an order on one of the following dates (2022): 1 and 6 January, 15 and 18 April, 6 and 24 June, 15 August, 24 and 26 September, 12 October, 1 November and 6, 8 and 26 December.

In the event that, due to exceptional circumstances, one of the products in your order is not available, we will inform you of the situation and refund the proportionate cost from your order for this product.

7.2. In-store delivery

To collect your order, you will need to show the order confirmation email with the reference number and your ID (the name on your ID must be the same as the name that appears on the order). You must show your order reference number; no orders will be handed over without the reference.

Should another person come to collect the order, they must show the confirmation email and a signed authorisation. This authorisation must contain the name and ID numbers of both people, and must be signed by the person who placed the order. Orders will not be handed over if these requirements are not met.

You must collect your order from your chosen store within 21 days. If you have not collected your order by the end of this period, it will be automatically returned to our offices and we will process your refund.

You do not need to queue at the tills to collect your order; simply ask any of the store's staff to help.

7.3. Shipping cost

Shipping and handling costs are not included in the price.

As a general rule, for purchases above an amount indicated on the Website (at the top), shipping will be free of charge. In all other cases, the shipping cost will vary depending on the delivery location and zone, and is calculated automatically based on the destination. Once you have selected your products, you can see the shipping cost by clicking on your basket and choosing your shipping zone. In the case of in-store delivery, shipping is free.

For countries outside the European Union, taxes and customs duties are not included in the price of the products or the order. The carrier may charge customs fees at the time of delivery, in accordance with current regulations.

During promotional periods (sales, etc.), the conditions in the previous paragraph may be changed. Nevertheless, in any case, you will be informed of these circumstances when you visit our Website or place your order.

Please note that we do not ship to PO boxes. You must therefore provide the exact delivery address.

Please remember to enter a telephone number that we can use to contact you in case you are not home when we try to deliver.

8. Exchanges and returns

8.1. Exchanges

You may exchange your online purchase at any of our physical stores (excluding department stores concessions) by showing the delivery note that came in the box or by printing out the invoice from the "My Orders" section of our Website.

In this case, you will be able to change the size, colour or model.

You have 30 days from receiving your order to visit one of our physical stores. To exchange your product, it must not have been used.

Products may not be exchanged or returned if they are not in the same condition in which they were received or if they have been used beyond simply being opened.

For hygiene reasons, we cannot accept exchanges or returns of underwear or masks. Bikinis and swimming costumes may only be exchanged or returned if their hygiene sticker is still in place. Jewellery must be intact and in its original packaging.

Products purchased from our online store may only be exchanged in this way.

8.2. Returns

You have 30 days from receiving your order to return it. To do so, your order must meet the following conditions:

- The product must not have been used.
- It must be sent back in the same condition in which it was received. Products may not be returned if they are not in the same condition in which they were received or if they have been used beyond simply being opened.

Returns from home

To return a product, you must request it through this email: info@browniespain.com. As soon as we've received your email, we'll let you know what you need to do next. Our responses usually take 24-48 hours.

Items delivered to you at home may only be returned. If you wish to exchange an item for a different size or colour, you will need to place a new order.

Once your return has been approved, you will be refunded using the same payment method you used to place the order. Payments to your credit card will be dependent on your banking provider.

International returns from home are not free, with the cost to be borne by the customer (shipping costs will be deducted from the refund). The cost of returns depends on the location and will be indicated when you request your return (info@browniespain.com).

In-store returns

You may return your online purchase to any of our physical stores (excluding department stores concessions) by showing the delivery note that came in the box or by printing out the invoice from the "My Orders" section of our Website.

In this case, in view of the characteristics of the returned products and our criteria, the amount paid for the purchase will be refunded in the form of a voucher with no expiry date that can be used only in our physical stores.

Products may not be exchanged or returned if they are not in the same condition in which they were received or if they have been used beyond simply being opened.*

*For hygiene reasons, we cannot accept exchanges or returns of underwear or masks. Bikinis and swimming costumes may only be exchanged or returned if their hygiene sticker is still in place. Jewellery must be intact and in its original packaging.

9. Exclusion of liability

Our liability regarding any product purchased on our Website is strictly limited to the purchase price of said product.

Due to the open nature of this Website and the possibility of errors occurring when storing and transmitting digital information, we do not guarantee the precision and security of the information transmitted or obtained via this Website unless otherwise expressly stated on the Website.

10. Intellectual Property

You acknowledge and agree that any copyright, registered trademarks or other intellectual property rights over the materials or content provided via this Website remain our property at all times.

11. Written communications

By using this Website, you agree for the majority of communications between us to be electronic. The notifications you send us should preferably be sent via our contact form.

Notifications will be deemed to have been received 24 hours after having been sent by email. If you believe you have not received them, please contact us via our contact form.

12. Severability

Should any of these Terms and Conditions or any provisions be deemed invalid, illegal or unenforceable in any way by the competent authority, they will be severed from the remaining terms and conditions and provisions, which will remain valid to the extent permitted by law.

13. Our right to amend these Terms and Conditions

We are entitled to revise and amend these Terms and Conditions at any time. Any amendments that are made will have no retroactive effect.

14. Applicable law and jurisdiction

The sale of products through our Website will be governed by Spanish law. As the consumer, nothing in this clause affects your rights under the applicable law.

Text updated on 25th March 2022.