



GENERAL TERMS AND CONDITIONS

Welcome to MIRANDA bike parts. Please feel free to explore our world and products. If you decide to order products in our webshop, or by phone or email, please first read these terms and conditions carefully. Before we can accept an order, you will need to agree with these terms and conditions.

1. DEFINITIONS

- Seller:** Miranda & Irmão, Lda, with headquarters at Estrada N1 Km 228.9 Borralha 3750-871 Águeda, Portugal, with tax identification number 500385980, and contact phone number +351 234612796.
- Customer:** Any natural person who is acting for purposes which are outside his or her trade, business or profession.

2. APPLICABILITY

1. These general terms and conditions apply to every offer of the Seller and to every distance contract between Seller and Customer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the Customer. If this is not reasonably possible, the Seller indicates before the distance contract is concluded, how the general terms and conditions can be seen by the Seller and that they will be sent free of charge at the request of the Customer as soon as possible.
3. If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the Customer electronically in such a way that it can be stored by the Customer in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract has been concluded, it will be indicated where the general terms and conditions can be found by electronic means and that they will be sent free of charge at the request of the Customer by electronic means or otherwise.

3. THE OFFER

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to allow a good assessment of the offer by the Customer. If the Seller uses images, these are a true representation of the offered products.
3. Obvious mistakes or errors in the offer, including the price, do not bind the Seller.

4. ORDERING PROCESS

1. The Customer finalizes his order by completing the purchase process presented on the website of the Seller, by adding the product(s) he wishes to order to the shopping basket.
2. To send an order, the Customer must:
 - a. Register on the website www.mirandabikestore.com, providing the information requested there.
 - b. Log in (providing a combination of e-mail and password chosen by the Customer at time of registration).
 - c. Complete the information and choose the available options during the order completion process (delivery address and billing, shipping method, form of payment, and the name that, for tax purposes, will appear on the invoice).
3. The final order confirmation by the Customer is equivalent to the full and complete acceptance of the prices and description of the products available for sale as well as of these general terms and conditions, which will be the only ones applicable to the contract thus concluded.
4. Seller will honor orders received online only up to the limit of available stock. In the absence of product availability, Seller undertakes to inform the Customer as soon as possible.
5. The information on the invoice is the sole responsibility of the Customer. The invoice once issued cannot be reissued with changes.
6. Orders are valid for 10 days unless the order is placed during a promotional campaign that sets a different time limit, and it is not possible to guarantee prices, discounts, promotions and offers beyond this deadline. If payment is not received within that period, the order cannot be validated. Any value received after this date will be returned or used for a new order.

5. CONFIRMATION OF THE CONTRACT

1. The contract is concluded, subject to the provisions of paragraph 4, at the time of acceptance of the offer by the Customer and compliance with the conditions set thereby.
2. If the Customer has accepted the offer by electronic means, the Seller immediately confirms receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by the Seller, the Customer can dissolve the contract.
3. If the contract is concluded electronically, the Seller will take appropriate technical and organizational measures to secure the electronic transmission of data and ensure a secure web environment. If the Customer can pay electronically, the Seller will take appropriate security measures to this end.
4. The Seller reserves the right to investigate – within its legal powers – whether the Customer can meet his payment obligations, as well as of all those facts and circumstances that are important for a sustainable conclusion of the distance contract. If, on the basis of this investigation, the Seller has good reasons not to conclude the contract, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

6. RIGHT OF WITHDRAWAL

1. The Customer can withdraw from a contract with regard to the purchase of a product during a cooling-off period of 30 days without giving reasons. The Seller may ask the Customer about the reason for withdrawal, but the Customer is not obliged to answer this question.
2. The cooling-off period referred to in paragraph 1 shall start on the day after the Customer, or a third party designated in advance by the Customer, who is not the carrier, has received the product, or:
 - a. if the Customer has ordered several products in the same order: the day on which the Customer, or a third party designated by him, received the last product. The Seller may, provided that he has clearly informed the Customer about this prior to the ordering process, refuse an order of several products with a different delivery time.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by him, received the last shipment or part;
 - c. in the case of contracts for the regular supply of products during a given period, the day on which the Customer, or a third party designated by him, received the first product;

7. OBLIGATIONS OF THE CUSTOMER DURING THE COOLING-OFF PERIOD

1. During the cooling-off period, the Customer handles the product and the packaging with care. He only unpacks the product or uses it to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the Customer only uses and inspects the product as he would in a store.
2. The Customer is liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The Customer is not liable for depreciation of the product if the Seller has not given him all the legally required information about the right of withdrawal before or at the conclusion of the contract.

8. EXERCISE OF THE RIGHT OF WITHDRAWAL BY THE CUSTOMER AND THE COSTS THEREOF

1. If the Customer makes use of his right of withdrawal, he will report this to the Seller within the cooling-off period by means of the model form for withdrawal or in other unambiguous ways.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the Customer returns the product, or hands it over to (an authorized representative of) the Seller. This is not necessary if the Seller has offered to pick up the product himself. In any case, the Customer has observed the return period if he returns the product before the cooling-off period has expired.
3. The Customer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the Seller.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Customer.

5. The Customer bears the direct costs of returning the product.
6. When returning the goods, the Customer shall take reasonable care, for example, by choosing an established transport or postal service provider, to ensure that the goods reach the Seller and are not damaged in transit.

9. OBLIGATIONS OF THE SELLER IN THE EVENT OF WITHDRAWAL

1. If the Seller makes the notification of withdrawal by the Customer possible in an electronic way, he will immediately send a confirmation of receipt after receipt of this notification.
2. The Seller will reimburse all payments made by the Customer, including any delivery costs charged by the Seller for the returned product, without delay but within 14 days following the day on which the Customer informs him of the withdrawal. Unless the Seller offers to collect the product himself, he may wait to refund until he has received the product.
3. The Seller uses the same payment method that the Customer has used for reimbursement, unless the Customer agrees to another method. The refund is free of charge for the Customer.
4. If the Customer has opted for a more expensive method of delivery than the cheapest standard delivery, the Seller does not have to recoup the additional costs for the more expensive method.

10. THE PRICE

1. The product prices are as displayed in the webshop of the Seller.
2. Prices are in Euro, unless otherwise shown.
3. The product prices include the applicable VAT rate.
4. Delivery costs and/or duties are not included in the prices. Such additional costs will be mentioned and calculated separately in the order summary, if applicable.
5. Seller reserves the right to change the product prices at any time without further notice. Price changes shall not affect accepted orders.

11. COMPLIANCE WITH THE CONTRACT AND EXTRA GUARANTEE

1. The Seller guarantees that the products comply with the contract, the specifications stated in the offer, with the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the contract.
2. An additional guarantee provided by the Seller, his supplier, manufacturer or importer never limits the (legal) rights and claims that the Customer can assert against the Seller on the basis of the contract if the Seller has failed to comply with his part of the contract.
3. An additional guarantee is understood to mean any obligation of the Seller, his supplier, importer or producer in which he grants the Customer certain rights or claims that go beyond the legal obligations in the event that the Seller has failed to comply with his part of the contract.

12. DELIVERY AND EXECUTION

1. The Seller takes the greatest possible care in receiving and executing orders for the products.
2. The place of delivery is the address that the Customer has made known to the Seller.
3. Order delivery takes up to 1-7 BUSINESS DAYS after ordering. Delivery is done by FedEx, unless otherwise shown or agreed.
4. The ownership of the products will not pass to the Customer unless and until all sums due related to the order are received in full by Seller.
5. The risk of damage and/or loss of products rests with the Seller until the moment of delivery to the Customer or a representative designated in advance and made known to the Seller, unless expressly agreed otherwise.

13. PAYMENT

1. Seller offers to the Customer the following payment methods: PayPal or credit card (VISA, Mastercard).
2. In the case of payment by credit card, the debit will be made on the User's card immediately after shipment confirmation of the merchandise. If some products ordered are no longer available, the value of them will be credited to the User's card after the order is closed.

14. COMPLAINTS

1. For suggestions, complaints and claims, Customer may contact Seller at help@miranda.pt.
2. Complaints about the performance of the contract will need to be reported in a clear and complete manner to Seller as soon as reasonably possible after discovery of the deficiency.
3. Seller strives to handle Customer's complaint within 14 days after receipt. In case more time is foreseen to be needed, Seller will inform Customer accordingly within 14 days after receipt of the complaint.
4. In case a complaint cannot be settled amicably within reasonable time or within 3 months after receipt, a dispute arises that is subject to dispute resolution.

15. DISPUTES

1. Contracts between Seller and Customer to which these terms and conditions apply, are governed exclusively by Portuguese law. Any dispute arising from, or related to such contracts will be subject to the non-exclusive jurisdiction of the Portuguese courts.
2. The Customer has one month from the date Seller informs the Customer of the applicability of the preceding paragraph to inform Seller in writing that in lieu of Portuguese courts, the Customer elects



to have legal proceedings before the competent courts in the place where the Customer officially resides.

3. The European Commission has set up a dispute resolution platform to collect any complaints from consumers following an online purchase and then forward them to the relevant national mediators. This platform can be accessed at the following URL address: <http://ec.europa.eu/consumers/odr/>.

4. The language of these terms and conditions is English.

Miranda Bike Parts

October, 2021