

NIÑOS SANOS, SEGUROS & FELICES
TERMS & CONDITIONS OF SALE

Last Updated: June [●], 2024

Purchases of any product (each, a “**Product**”) offered for sale at our Store and within our Service are governed by these Additional Terms, (the “**Purchase Terms**”), which form a legally binding agreement between you and Company, and which form part of, and are hereby incorporated by reference into, the Company [Terms of Service](https://lp.ninossanosyseguros.com/) available at <https://lp.ninossanosyseguros.com/>. Capitalized terms not defined herein, have the meaning set forth in the [Terms of Service](#). Any information you provide to the Service is processed in compliance with Company’s [Privacy Policy](#), available at <https://lp.ninossanosyseguros.com/>

Your access to the Site, the use of your Account and the right to purchase Products from us is subject to your continued compliance with the Terms and all applicable laws. Your right to access the Site and purchase Products will terminate immediately, without any further action by Company, if you breach the Site Terms.

We reserve the right to modify or update these Purchase Terms at any time for any reason, with or without prior notice to you, and any such changes to these Purchase Terms will supersede and replace any previous Purchase Terms effective immediately upon posting to this page. Your continued use of the Site after the posting of changes to these Purchase Terms will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the Site if you do not agree with any changes to these Purchase Terms.

Registration for an Account

To use some of the services or features made available to you on the Site, you may need to create an Account. Please see the [Terms of Service](#) for more information about creating, maintaining and terminating your Account.

Eligibility to Purchase Products

In order to make purchases on the Site, you must be at least 18 years of age, or be lawfully able to enter into and form contracts and have a shipping address within the continental United States, or an APO/FPO address with a US zip code. At the present time we do not ship internationally.

In order to make purchases on the Site if you are not a Registered User, you will be required to provide information about yourself that is true, accurate, current and complete in all respects, including your name, address and e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct. In order to make purchases on the Site you will also need to have been issued a valid credit/debit card by a bank acceptable to Company, and have authorized Company to process a charge or charges on your credit/debit card in the amount of the total purchase price for the Product(s) that you purchase. Company reserves the right to restrict multiple quantities of a Product from being shipped to any one customer or postal address.

Orders

When placing an order, you must follow the instructions on the Service as to how to place your order and for making changes to your order before you submit it to us through the Service. All orders are subject to acceptance and availability and any Products in 'Your Shopping Cart' are not reserved and may be purchased by other customers until your order is complete and accepted by us.

Company offers Products for sale that are in stock and available for shipping. Occasionally however, we may be waiting for shipment from our suppliers. Company may, in its sole discretion, offer you, from time to time, the opportunity to either (i) place in advance a "pre-order" for such Products which may ensure that you receive the item on a priority basis once the Products have been delivered to Company and/or (ii) to register your e-mail address for notification of the arrival of the selected Products not in stock. Your rights regarding pre-orders are the same as those for any other purchase from Company.

When you submit an order to us through the Site, you agree that you do so expressly subject to the Purchase Terms current at the date you submit your order. You are responsible for reviewing the latest Purchase Terms each time you submit an order.

Acceptance of Your Order

Once you place an order, you will receive an e-mail acknowledging the details of your order. We will not be obligated to supply a Product to you until we have accepted your order for such Product by e-mail in a form called a "Confirmation of Order" stating that we are accepting your order. An e-mail, letter, SMS text or other acknowledgement of your order by us is purely for information purposes and does not constitute our acceptance of your order. When we send you an acknowledgement, we may give you an order reference number and details of the Product(s) you have ordered.

We may, in our discretion, refuse to accept an order from you for any reason, including if we are unable to obtain authorization for payment, shipping restrictions apply to a particular item, the Product(s) you order are out of stock or do not satisfy our quality control standards or are withdrawn or you do not meet the eligibility criteria set out in these Purchase Terms. From time to time, we may offer you an alternative Product, in which case we will require you to re-submit your order. We will not be liable to you or any third-party by reason of our withdrawing any Product(s) from the Site, whether or not the Product(s) have been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Until the time when we accept your order, we reserve the right to refuse to process your order and you reserve the right to cancel your order. If you have cancelled your order before we have accepted it, or if we cancel your order at any time for any reason, then we will promptly refund any payment already made by you or your credit/debit card company to us for the order of the Product(s).

If you discover that you have made a mistake with your order after you have submitted it to us, please contact us immediately by e-mail to info@ninossanosyseguros.com.

Prices

Prices shown on the Site are in US Dollars and are exclusive of taxes and delivery charges. Once you select a Product that you wish to order and place it in 'Your Shopping Cart,' you may see all charges you must pay, including taxes, if applicable, and any delivery charges, on the review page by clicking "checkout" in 'Your Shopping Cart'.

All prices and offers remain valid as advertised from time to time, except in cases of patent error as set forth below. If the price for a Product in your order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed with the order at the amended price. While every effort is made to ensure that details on the Site are accurate, we may from time to time discover an error in the pricing of Products. If we discover an error in the pricing of a Product in your order, we will notify you as soon as possible. We will not be under any obligation to accept or fulfill an order for a Product that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit. If you order a Product that is priced incorrectly for any reason, we will e-mail or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you or your credit/debit card company have already paid for the Product(s), we will refund the full amount as soon as reasonably practicable. In the event that Products are recalled in transit, we will process your refund once the Products have been returned to us.

If you are a customer whose credit/debit card is not denominated in US Dollars, your final price will be calculated in accordance with the applicable exchange rate on the day your credit/debit card issuer processes the transaction.

Payment

Payment for Products can be made by credit/debit card and any other methods which may be provided for on the Site from time to time. We may make available other types of payment, such as PayPal or similar. When selecting the PayPal (or similar) option at checkout, you will be redirected to the PayPal (or other payment provider) site to 'Log In' and review the amount shown before clicking 'Pay Now'. Once your payment is complete, you will then return to the Site. Payment will be debited and cleared from your account in full at the time you place your order, including with respect to any pre-order. You confirm that the credit/debit card or PayPal or payment account that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card or PayPal or payment account to use it and that there are sufficient funds or credit facilities to cover the cost of the Product(s) ordered.

We take reasonable care to make our Site secure. All credit/debit card transactions on the Site are processed using a secure on-line third-party payment gateway that encrypts your credit/debit card details in a secure host environment. These details will only be used to process credit/debit card transaction which you have initiated. We do not store your credit card information on our Service, but rely on our third party payment services provider to do so.

We take reasonable care, in so far as it is within our control to do so, to keep the details of your order and payment secure. However, in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third-party procures unauthorized access to any data and/or personal information that you provide when accessing or ordering from the Site.

Delivery

Company is responsible for each purchase that you make during the time it is in transit until it is delivered to your specified delivery address. Our goal is to deliver the Product(s) to you at the place of delivery requested by you in your order, provided that it is located within the United States, a US Territory or an APO/FPO address with a US zip code. Please note that it may not be possible for us to deliver to some locations. Should this be the case, we will inform you using your contact details and arrange for cancellation of the order or an alternative delivery address.

If a Product in your order is backordered, your order may be processed with multiple shipments. Although it is our intention to deliver Product(s) in accordance with any confirmed delivery date we have given to you for any order which we accept, we cannot guarantee any firm delivery dates. We will endeavor to notify you if we anticipate that we will be unable to meet a confirmed delivery date, but in no event will we be responsible for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

We may offer you an option for expedited delivery of your order. Expedited delivery may not be available for orders placed on, or that you want to be delivered on, Saturdays, Sundays or holidays. Finally, the availability of expedited delivery will always be subject to availability of stock, subject to a surcharge and be dependent on where the delivery location is. Expedited delivery does not apply to pre-order, backorder, or, if applicable, personalized items.

Upon delivery of an order, you agree to inspect the Product(s) for the correct quantities and any obvious faults, defects or damage.

Returns

If you have chosen to return a Product eligible for return you are responsible for following our return policy and returning the Product to us as soon as reasonably practicable, but in no event later than 60 days from the order date. We will not accept any returns after 60 days. Products eligible for return must be returned unused, with tags attached in their original packaging.

We do not accept returns of any Product that is specified as non-returnable in its description, unless they are faulty. Any exceptions to this policy will be listed under product details on the product page. To return a Product go to info@ninossanosysegueros.com, and enter the email address that you used to make your purchase. Follow the instructions to start your return and at the end of this process you will be able to print a pre-paid UPS label. Affix the UPS label to your package and bring it to a UPS drop-off location.

Returning Products is always at your risk. If you return any Product for any reason, you must ensure that it is adequately packaged and insured. We will not accept any responsibility for damage caused by inadequate packaging by you or if the Product is damaged or lost while being returned to us.

If you return a Product to us in accordance with the Company return policy within 60 days of the order date, you will receive a refund which will be credited to the original payment method. Refunds will be in the amount of the Product price plus taxes, if applicable, but will not include the original shipping cost. We will process the refund due to you as soon as reasonably practicable after the Product(s) have been returned to us and, in any case, within 5 business days of our receipt of the returned Product(s). Please note that refunds can take up to ten (10) business days to appear in your account due to varying processing times between payment providers.

We will keep a record of your order and these Purchase Terms for a period of one year after we have accepted your order. However, for your future reference we recommend that you print and keep a copy of these Purchase Terms, your order and the Confirmation of Order.

We offer a flexible return policy to make your on-line shopping experience even easier. However, we do monitor the number of returns made and may refuse to accept orders at our discretion if Products are returned repeatedly.

Faulty Products

Products are faulty if they are received damaged or where a manufacturing fault occurs within 40 days of order. Products that are damaged as a result of normal wear and tear are not considered faulty. If you return a damaged or faulty Product we will refund the initial shipping charges paid by you in addition to the amount of the Product price and taxes, if applicable. To return a faulty or damaged Product, please follow the instructions above under "Returns."