



Terms & Conditions

Last Updated: 17.01.2025

1. Acceptance of Terms

By accessing and using Mishumi you agree to comply with and be bound by these Terms and Conditions.

YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THIS AGREEMENT. FURTHERMORE, BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE SITE, YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT. If you do not agree to this Agreement, do not use the Site or any other Services.

2. Products and Orders

- **Product Information:** We strive to provide accurate product descriptions, prices, and images. However, we do not guarantee the accuracy, completeness, or reliability of any product information on our website. If you notice any discrepancies or need further clarification, please contact us directly before placing an order.
- **Print-on-Demand and Dropshipping:** Our business model involves print-on-demand and dropshipping. Products are produced and shipped by third-party manufacturers. Please review the production and shipping details provided on each product page. By placing an order, you accept that the manufacturer fulfills the order. We do not guarantee the accuracy or timeliness of production or shipping, which may be subject to third-party delays.

3. Pricing and Payments

- **Pricing:** Prices are listed in EUR and may be subject to change without notice. Any applicable taxes, customs duties, or shipping fees can be added to your order at checkout, based on your location.
- **Payment Methods:** We accept major credit and debit cards as well as Apple Pay / Google Pay . Payment must be received before order processing.

4. Shipping and Delivery

- **Shipping Costs:** Shipping costs are calculated based on the destination and are outlined during the checkout process. Shipping within Europe is free.
- **Production and Delivery Times:** Products are produced and shipped by our third-party manufacturers. Estimated production and delivery times are provided for informational purposes and may vary. Delays may occur due to circumstances beyond our control, such as manufacturing delays or shipping carrier issues. We are not responsible for any resulting damages or inconveniences caused by such delays.

5. Returns and Refunds

- **Return Policy:** Please refer to our Return Policy for information on returns, exchanges, and refunds related to print-on-demand and dropshipping products.
- **Refund Processing:** Refunds will be processed in accordance with our Refund Policy.

6. Privacy and Data Protection

- **Data Collection:** Data Collection: We collect and process personal information in accordance with our Privacy Policy, in compliance with GDPR. By using our website, you consent to the collection, processing, and storage of your personal data as described.
- **Third-Party Partners:** Your information may be shared with third-party partners for the purpose of order fulfillment. Please read the Terms&Conditions of our production partners at: <https://www.printful.com/policies/terms-of-service>

7. Intellectual Property

- **Content Ownership:** All content on our website, including images, text, and logos, is the property of Mishumi and is protected by applicable intellectual property laws. Unauthorized use of our content is prohibited.
- **Design Usage:** Our unique designs, including but not limited to graphics, artwork, and custom creations, are proprietary to Mishumi. The use of these designs for any purposes, including reproduction, distribution, display, or resale, is strictly prohibited without the written consent of Mishumi.

Violation of this provision may result in legal action for copyright infringement.

8. Product Care Disclaimer

Product Care:

We provide detailed product descriptions outlining the recommended care instructions for each item. It is imperative that customers adhere to these care instructions to maintain the quality and integrity of the product.

We are not responsible for any damages incurred to the product due to failure to follow the care instructions provided in the product description. This includes, but is not limited to, damages resulting from improper washing, drying, ironing, or exposure to elements not suitable for the product.

Customers are strongly encouraged to review and strictly follow the care guidelines specified for each product. Failure to do so may void any warranty or return policies related to damages caused by improper care.

This Product Care Disclaimer is an integral part of our Terms and Conditions, and by using our services, customers acknowledge and agree to be bound by these care instructions.

9. Limitation of Liability

Disclaimer: Mishumi disclaims any warranties, either expressed or implied, regarding the accuracy, reliability, or completeness of the content on our website, including but not limited to product descriptions, materials, and allergens. We are not responsible for any direct, indirect, incidental,

consequential, or punitive damages caused by the use of our products. Customers are responsible for reviewing product details, including materials, paint composition, and potential allergens, before purchasing. Mishumi does not assume liability for allergic reactions or sensitivities related to the use of our products. Furthermore, Mishumi is not responsible for damages resulting from failure to follow product care instructions, misuse, or unauthorized modifications to the product. If you have concerns regarding the materials used in our products, we strongly recommend reviewing the product description or contacting us for further clarification before purchasing.

10. Governing Law and Dispute Resolution

- **Governing Law:** These Terms and Conditions are governed by the laws of Germany, excluding any conflicts of law principles.
- **Dispute Resolution:** The EU Commission has established an internet platform for the online resolution of disputes (“OS platform”) between businesses and consumers. The OS platform can be accessed at: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
- **Dispute Resolution:** Any disputes arising from these terms shall be resolved through negotiation and, if necessary, through the appropriate legal channels. In the event of legal proceedings, the courts of Krefeld, Germany, shall have exclusive jurisdiction. However, alternative dispute resolution methods, such as mediation or arbitration, may be pursued at the mutual agreement of the parties.

11. Updates to Terms and Conditions

We may update these Terms and Conditions to reflect changes in our practices or for legal reasons. The latest version will always be available on our website.

12. Contact Us

If you have any questions or concerns about our terms and conditions, please contact us at help@mishumi.com

Disclaimer on Product Safety & Customer Damage

Mishumi is not responsible for any harm, allergic reactions, or damage caused by the use or mishandling of our products. Customers are responsible for reviewing the product descriptions, including information about materials, paint, and potential allergens, before making a purchase. While we ensure that all products meet safety and quality standards, we do not guarantee the suitability of our products for individuals with specific allergies or sensitivities. If you have concerns regarding materials or allergens, please contact us before placing an order. If any irritation or adverse reaction occurs, discontinue use immediately and consult a medical professional. Mishumi is also not liable for damages resulting from improper care, washing, or alteration of the product. Please follow the provided care instructions to maintain product integrity and safety.