

Conditions of Sale · Animal Kinhood Editions

CONDICIONES DE VENTA · ANIMAL KINHOOD EDITIONS · V1.0.0 · 2026-08-04 · ZOO PORTRAITS, S.L. · B66773912

Identity notice · These conditions govern the sale of original photographic artwork in a numbered, hand-signed limited edition under the artistic name "**Yago Partal**" (Animal Kinhood). The legal holder of the business activity and the seller for contractual and tax purposes is **Santiago Menendez Partal, professionally known as Yago Partal**, operating through **Zoo Portraits, S.L.** (hereinafter, "the Seller"; the material author of the work is referred to as "the Author"). Any reference to "Yago Partal" in these conditions designates the Author's artistic signature [LAW: LSSICE 34/2002, art. 10].

1 · Seller identification (LSSICE art. 10)

- **Company name / seller:** Zoo Portraits, S.L.
- **Spanish tax ID (NIF/CIF):** B66773912
- **Owner and sole director:** Santiago Menendez Partal, professionally known as **Yago Partal**
- **Registered and tax address:** C/ Diputació 363 - 4º, 08009 Barcelona (Spain)
- **Commercial Registry:** Registro Mercantil de Barcelona · Volume 45639, Folio 55, Sheet B-485476
- **Commercial contact email:** mail@yagopartal.com
- **Complaints email:** mail@yagopartal.com
- **Dedicated data protection channel:** privacy@yagopartal.com
- **Website:** <https://www.yagopartal.com>

Article 10 of the LSSICE (Spanish Law 34/2002 on Information Society Services) requires the company name, tax ID and full registry details to be permanently accessible on the website (legal notice). "Yago Partal" is the public brand; "Zoo Portraits, S.L." plus the tax ID is the legally required identification.

Invoicing regime and obliged entity: Editions are invoiced through **Zoo Portraits, S.L. · B66773912**, a Spanish company which additionally acts as an **obliged entity** under anti-money-laundering legislation, in its capacity as a dealer in works of art [LAW: Spanish Law 10/2010, art. 2.1.r)]. For certain orders above the applicable legal thresholds, the Seller must verify the Buyer's identity before dispatch; the specific procedure is set out in the Terms and Conditions published on the website. For the applicable VAT regime, see §4.

2 · Subject matter of the contract

This contract governs the sale, through the online shop at [yagopartal.com](https://www.yagopartal.com), of **original photographic artwork** by the Author, produced as a **numbered, hand-signed limited edition**, under the **Animal Kinhood Editions** editorial line.

Each Edition has the following essential characteristics:

1. **Closed limited run:** each SKU (combination of artwork, size and finish) has a maximum number of authorised copies, explicitly and verifiably stated on the product page at the time of purchase. **The product page is the binding source for that SKU's edition size.** Once the run is sold out, no further copies of that SKU will be produced.
2. **Individual numbering:** each copy is identified by its numeral in **N/total** format (for example: 7/30), traceable through:
 - A physical certificate of authenticity (COA) hand-signed by the Author.
 - A Verisart record.
 - Cryptographically signed C2PA provenance metadata embedded in the master file.

3. **Hand signature by the Author:** the physical COA accompanying each copy bears the autograph signature of **Yago Partal** (artistic name of Santiago Menendez Partal).
 4. **Made-to-order production:** the physical copy is printed and mounted after payment is confirmed, at the **WhiteWall** photographic laboratory (Frechen, Germany), in the requested format and finish, from the authorial master file of that specific edition. **No physical stock is held in advance:** each piece is produced specifically for the buyer identified in the order. Notwithstanding this, and by express decision of the Seller, **the 14-day right of withdrawal is granted in any event** and the exception under art. 103(c) TRLGDCU is not invoked; the full regime is set out in the Returns Policy, together with the Buyer's liability for diminished value under art. 108.2 TRLGDCU.
 5. **Legal category:** the work delivered constitutes an **original photographic work protected by copyright** [LAW: Royal Legislative Decree 1/1996, TRLPI (Spanish Consolidated Copyright Act), art. 10.1(h) · a photographic work with creative merit, NOT a mere photograph under art. 128]. Its classification as a "work of art" for VAT purposes (art. 136 of Spanish Law 37/1992) depends on compliance with the legal requirements as to edition size and signature, and is determined in accordance with §4.
 6. **Authorial nature of the work and use of artificial intelligence:** the work is an **authored photomontage in mixed media incorporating AI-generated fragments**, composed, directed and edited by the Author. This is expressly and accessibly disclosed on each product page before purchase, and is technically documented in the C2PA provenance metadata embedded in the master file [REG: Regulation (EU) 2024/1689 on Artificial Intelligence, art. 50 · transparency obligations]. The full process is explained on the "My process" page of the website. AI is used as an assistive tool within an authorial process; **it does not replace the Author's authorship of the final work**, which he retains in full in accordance with §11.
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3 · Purchase process and formation of the contract

1. The Buyer selects the desired SKU on yagopartal.com, expressly accepts these Conditions of Sale, the Returns Policy and the Privacy Policy by express consent (non-pre-ticked checkbox) at checkout, and completes payment.
 2. The contract is formed at the moment the Seller confirms receipt of payment by order confirmation email. **There is no "reservation without payment":** any commercial reference to a "reservation", "early access" or equivalent entails payment in full at checkout.
 3. The copy number is assigned in chronological order of confirmed payment, save for a specific allocation agreed in writing (for example: artist's proofs or hors commerce copies reserved for the Author).
 4. The confirmation email will include: the copy number assigned, the estimated production time, the estimated shipping time in accordance with §5, the order details, and a link to the digital certificate of authenticity once available. **The times and the final amount stated in the order confirmation are those applicable to that specific order.**
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4 · Price, VAT and tax regime

4.1 Price

Prices shown on yagopartal.com are **final consumer prices**, expressed in the currency corresponding to the Buyer's market, and **include the taxes applicable to the destination** under the legislation in force. They do **not** include shipping costs nor, where applicable, customs duties or import taxes outside the European Union, which are calculated by destination and shown to the Buyer **before** payment is confirmed.

The price details for each SKU (amount, size, finish, number of copies in the edition) appear on the corresponding product page and are the binding source for that data. These Conditions do not set specific prices.

4.2 Applicable VAT regime

Editions are invoiced by Zoo Portraits, S.L. at the **standard VAT rate in force in Spain (21%)**; the Special Scheme for Second-Hand Goods and Works of Art (REBU) is **not applied**, as this is a primary sale of new work by its producer and not a resale of second-hand goods [LAW: Spanish Law 37/1992 on VAT]. Destination VAT is calculated in accordance with European legislation (One-Stop Shop, OSS, where applicable) and is **included** in the final price shown.

4.3 Intra-EU sales, exports and destination taxation

- **B2C within the European Union:** the VAT of the Buyer's country of destination applies under the One-Stop Shop (OSS) scheme, where applicable, and is included in the price shown.
- **B2C outside the European Union (United Kingdom, Switzerland, Norway, United States and the rest of the world):** the transaction constitutes an **export**. Unless the checkout expressly states otherwise for that specific destination, **the Buyer may be subject to customs duties, import VAT and local taxes in their country, which are payable by the Buyer** and settled at destination, usually through the carrier.

Binding data: the exact amount of tax applicable to each order is **the amount shown at checkout and recorded in the order confirmation**, not any general description in this document. The destination tax regime depends on the legislation of each country and on the Seller's tax registrations in force on the date of purchase, which may change. In particular, as at the date of this version, **the Seller's registration for United Kingdom VAT purposes is in progress**; until it takes effect, orders shipped to the United Kingdom are treated as exports with import taxes settled at destination, and the checkout reflects this. In the United States, the Seller **does not currently charge state sales tax**, as the applicable nexus thresholds have not been met; import taxes, where applicable, are payable by the Buyer. These circumstances are expressly disclosed before payment is confirmed.

5 · Production and delivery times

1. **Production:** the work is made to order after payment is confirmed. The **estimated production time is 7 to 11 working days**. This is an **estimate** based on the actual operations of the studio and the laboratory, not a guaranteed time per unit; the time applicable to each specific order is the one stated on the product page and in that order's confirmation email.
2. **Shipping:** transit time is added to production time; it **depends on format and destination and is calculated at checkout**. The Seller **does not set a shipping-day range here** because neither the laboratory nor the carriers publish a single transit time: the applicable figure is the one shown to the Buyer at checkout and recorded in the order confirmation. Large formats may require **scheduled delivery by appointment**, which may extend the time.
3. **Maximum legal time limit (art. 66 bis TRLGDCU):** unless a different period is expressly agreed with the Buyer, the Seller will deliver the work within **no more than 30 calendar days from confirmation of payment**. If, for justified reasons (production incident, damage to the master file, logistics loss, customs hold), the period extends beyond 30 days, the Seller will notify the Buyer in writing, offering, at the Buyer's choice: (a) a new period with an estimated date, or (b) cancellation with a full refund [LAW: Royal Legislative Decree 1/2007, TRLGDCU, art. 66 bis]. **Agreed delivery period for XL formats (decision 2026-08-04):** for works in XL format (80×80 and 120×120 cm), given their specialised production and logistics (large format, scheduled delivery, possible customs transit), Seller and Buyer **expressly agree a delivery period of up to 45 calendar days** from payment confirmation, under art. 66 bis itself ("unless otherwise agreed"). All other formats keep the 30-day period of this clause.
4. **Two separate shipments:** by decision of the Author, **the artwork and the certificate of authenticity travel separately**. The artwork ships from the production laboratory; the **hand-signed physical COA**, together with the numbered sticker and the Author's note, ships **from the studio in Barcelona as an independent registered shipment**, with its own tracking. Both shipments are confirmed separately. The Buyer will therefore receive two deliveries and two tracking numbers; receipt of one does not imply receipt of the other.
5. **Digital certificate:** the digital registry certificate (Verisart) is **transferred to the Buyer's account once delivery of both shipments has been confirmed**, not at the time of purchase.

6 · Transfer of risk and delivery

1. **Consumer sales (B2C):** the risk of loss or deterioration of the work during transport lies with the **Seller until physical delivery to the Buyer** at the address stated in the order [LAW: Royal Legislative Decree 1/2007, TRLGDCU, art. 66 ter]. This rule is **mandatory and cannot be contracted out of** in consumer sales: it is the Buyer's effective guarantee, irrespective of the Seller's internal arrangements with the laboratory or the carriers.

2. **On insurance cover:** the Seller **does not offer the Buyer, nor charge the Buyer for, a "nail-to-nail" fine-art insurance policy**, and no such cover should be assumed to exist. Shipments travel with the standard cover of the contracted carrier, which varies by format and route. **This in no way reduces the Buyer's protection:** the remedy for transit damage does not depend on any policy, but on the Seller's obligation under paragraph 1 and on the following **express undertaking by the Seller:** where transit damage is established, the Buyer may choose between **replacement of the copy bearing the same edition number** —with the destruction of the damaged copy documented and traceable in the digital record— or a **full refund** of the price and the original shipping costs. In both cases, **the Seller bears the return costs**. The notification and evidence procedure is set out in the published Returns Policy.
 3. Delivery is deemed to have taken place when the Buyer, or an authorised person at their address, receives the work and, where applicable, signs the carrier's delivery note. If the outer packaging arrives visibly damaged, we recommend **not** signing as "received in good condition", but rather **"with reservations, pending inspection of contents"**. This scenario is detailed in the Returns Policy.
 4. **Professional buyer (B2B):** if, exceptionally, a sale to a professional (gallery, dealer, art advisor) is agreed, the transfer of risk will be governed by the Incoterm agreed in the corresponding annexed contract, and the protective consumer regime will not apply.
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7 · Numbering, signature and authenticity

1. Each copy is delivered with:
 - A **physical COA** hand-signed by the Author, stating: title of the work, year the image was captured, year the copy was produced, format and size, finish, copy number and total edition size, technique, laboratory and autograph signature.
 - A **Verisart record** with the work's metadata.
 - **C2PA cryptographic provenance** embedded in the master file.
2. The Buyer may verify authenticity at any time using the verification code on the physical COA, which links to the corresponding digital record.
3. The Seller undertakes **not to produce additional copies of the same SKU** beyond the declared edition size, save for:
 - **Artist's proofs (AP) and hors commerce (HC) copies:** in the exact number stated on the product page and in the edition register and, **in no case exceeding 2 AP and 1 HC per SKU**. These copies are **not intended for primary sale** and are retained by the Author.
 - **Replacement for damage:** substitution of a previous copy by another bearing the **same number**, with the destruction of the damaged copy documented and traceable in the digital record.

A "guarantee of authenticity" is not, in itself, the seal, the QR code or the blockchain record: these are **evidentiary links**, not the guarantee itself. Authenticity is sustained by the complete chain — autograph signature, COA, registry and the undertaking not to reprint — not by any single technical element.

8 · Artistic name clause

For all contractual, tax and intellectual property purposes, **Santiago Menendez Partal** signs commercially as **"Yago Partal"**, the Author's artistic name. The handwritten signature on the physical COA and the credits on the COA, in the digital registry and in the copyright notice for the work use the name **Yago Partal**, without this altering the legal identity of the Seller (Zoo Portraits, S.L.) or the ownership of the Author's moral and economic rights.

9 · Resale right (droit de suite)

Under **arts. 24 et seq. of the Texto Refundido de la Ley de Propiedad Intelectual (Spanish Consolidated Copyright Act, Royal Legislative Decree 1/1996), as amended by Law 2/2019**, which implement [DIR: Directive 2001/84/EC] into Spanish law, the Author retains an **inalienable and unwaivable** right to receive a percentage of the price of any subsequent resale of the work where the following conditions are cumulatively met:

1. That the resale is for an amount **equal to or greater than EUR 800** (excluding taxes) [LAW: TRLPI art. 24].

2. That an **art market professional** takes part in the resale as seller, buyer or intermediary (galleries, auction houses, dealers, professional platforms).
3. That the work belongs to the categories covered by the law, which include **photographic works signed and numbered by the author**.

Applicable scale: 4% on the first EUR 50,000 · 3% from EUR 50,000.01 to 200,000 · 1% from EUR 200,000.01 to 350,000 · 0.5% from EUR 350,000.01 to 500,000 · 0.25% above EUR 500,000, subject to a **maximum of EUR 12,500 per resale**.

The professional involved in the resale has a **legal obligation** to notify the transaction to the relevant collecting society — **VEGAP** in Spain — and to pay the corresponding percentage to the Author or, where applicable, to his successors in title for **70 years** following 1 January of the year after his death. The right to claim payment lapses after three years.

Notice to the Buyer: this clause is **for information only**. The resale right is a right of the Author arising by operation of law: it neither arises nor is extinguished by its mention in this contract. **The first buyer owes no additional amount on this account**. A private Buyer who resells directly to another private individual **without the involvement of an art market professional** is not subject to this obligation. The right belongs to **Santiago Menendez Partal** (material author), "Yago Partal" being his artistic signature.

Note on legal basis: Spanish Law 3/2008 of 23 December originally regulated this right with a EUR 1,200 threshold. Its content was incorporated into the TRLPI by Law 2/2019, which set the threshold now in force at **EUR 800**. The legislation in force is cited here, not the original enactment.

10 · Legal guarantee, liability and force majeure

1. **Guarantee of conformity:** the Seller is liable under the statutory guarantee regime for goods set out in [LAW: Royal Legislative Decree 1/2007, TRLGDCU, arts. 114-127 · in particular the three-year period under art. 120.1 and the two-year presumption under art. 121.1, as amended by Royal Decree-Law 7/2021 · implementing Directive (EU) 2019/771]. Guarantee period: **3 years from delivery**. Presumption of lack of conformity: any lack of conformity which becomes apparent within the **first 2 years** is presumed to have existed at the time of delivery (reversal of the burden of proof). For Editions, the primary remedy is **replacement by a copy bearing the same number** or termination with a full refund.
2. **Force majeure and fortuitous events:** the Seller is not liable for failures to perform arising from circumstances beyond its reasonable control (fires, natural disasters, acts of authority, armed conflict, general strikes, declared pandemics, large-scale cyberattacks or other equivalent causes). In such cases, the Seller will choose between (a) extending the performance period, notifying the Buyer in writing, or (b) terminating the contract with a full refund to the Buyer. This clause **does not limit the consumer's unwaivable statutory rights**.
3. **Cancellation of a drop:** should a drop be cancelled for exceptional reasons (death of the Author before signature, damage to the master file before production, a documented supervening artistic decision), the Seller will refund the Buyer in full within a maximum of 14 calendar days, without penalty and without giving rise to additional compensation, save for damages actually evidenced in accordance with the law.

11 · Intellectual property

1. The purchase of a copy of an Edition transfers to the Buyer **ownership of the material medium** (the physical signed and numbered copy).
 2. It does **not** transfer the exploitation rights in the underlying photographic work (reproduction, distribution, communication to the public, transformation), which **remain the property of the Author** [LAW: TRLPI art. 56].
 3. The Buyer may **display the work privately** at home or at their place of work and **resell it** under the principle of exhaustion of the distribution right [LAW: TRLPI art. 19.2], subject where applicable to the resale right (§9).
 4. Any **commercial reproduction** (catalogues, non-fungible tokens, derivative prints, publications, public exhibitions for profit) requires the Author's express written licence.
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12 · Customer service and complaints

- **General email:** mail@yagopartal.com
 - **Formal complaints email:** mail@yagopartal.com
 - **Data protection channel:** privacy@yagopartal.com
 - **Response time for complaints:** 14 calendar days maximum.
 - **Official complaint form:** under Catalan consumer legislation, the Buyer may request the **official complaint form** (*hoja oficial de queja, reclamación y denuncia*) by writing to mail@yagopartal.com; it will be provided on a durable medium.
 - **Alternative dispute resolution (ADR):** the European Online Dispute Resolution (ODR) platform **ceased operating on 20 July 2025** [REG: Regulation (EU) 2024/3228, repealing Regulation (EU) 524/2013] and is therefore **not linked**. The Buyer may turn to an accredited consumer ADR entity under [LAW: Spanish Law 7/2017, implementing Directive 2013/11/EU], as well as to the competent consumer authorities or bodies in their country of residence.
 - **Catalan Consumer Arbitration Board (Junta Arbitral de Consumo de Cataluña):** the Seller is **NOT a member** of the consumer arbitration system. This does **not limit** the Buyer's right to turn to the consumer authorities or to the courts in accordance with §13.
 - **VEGAP:** for matters relating to the resale right (§9).
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13 · Governing law and jurisdiction

1. These conditions are governed by **Spanish law** and, where applicable, by European Union consumer protection legislation [REG: Regulation (EU) 1215/2012, Brussels I recast · Regulation (EC) 593/2008, Rome I].
 2. For consumers resident in Spain: at the Buyer's choice, **the courts of their own domicile** [LAW: TRLGDCU art. 90.2].
 3. For consumers resident in other European Union Member States: the courts having jurisdiction under arts. 17 to 19 of the Brussels I recast Regulation, without depriving the consumer of the mandatory protection of their country of residence.
 4. For consumers resident outside the European Union: at the Buyer's choice, the **courts of Barcelona (Spain)** or the courts of their country of residence in accordance with mandatory local legislation.
 5. For professional clients (B2B): the exclusive jurisdiction of the **courts of Barcelona (Spain)**, with express waiver of any other forum.
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14 · Express acceptance and electronic evidence

By ticking the box "**I have read and accept the Conditions of Sale, the Returns Policy and the Privacy Policy**" during the purchase process, the Buyer gives express consent to these conditions [LAW: Spanish Law 6/2020 on electronic trust services · LSSICE 34/2002, arts. 23-29], and that act constitutes valid electronic evidence of the contract. The Seller retains an electronic record of consent (timestamp, technical identifier and the exact text accepted) for the period legally required.

The acceptance box **will not be pre-ticked** (a **single** box covering the Conditions of Sale, the Returns Policy and the Privacy Policy; there is no separate box waiving the right of withdrawal, because the right of withdrawal **is granted**), in accordance with the prohibition on default consent and the requirement of express, informed consent [LAW: TRLGDCU art. 89.1] [DIR: Directive 2011/83/EU, art. 22].

15 · Language of the contract and versions

1. These Conditions of Sale are published in **Spanish, English, French and German**. The **Spanish version is the original and authentic version**; the English, French and German versions are **courtesy translations**, provided for the Buyer's convenience.
 2. **In the event of any discrepancy, contradiction or doubt as to interpretation between versions, the Spanish version shall prevail.**
 3. This rule **does not deprive the consumer** of the protection afforded by the mandatory provisions of the law of their country of habitual residence [REG: Regulation (EC) 593/2008, Rome I, art. 6.2], nor of the right to receive pre-contractual information in the language in which the contract was offered to them.
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16 · Amendments

The Seller may amend these conditions by publishing the updated version on yagoportal.com and notifying Buyers with an active order pending delivery. **The version in force at the time of purchase is the one applicable to that order.** Amendments will **not affect** contracts already concluded before their publication, unless they are more favourable to the Buyer.