

## **SALES AND DELIVERY CONDITIONS**

Sales and Delivery Conditions for purchases made on [www.cy.ecco.com](http://www.cy.ecco.com)

### **1 Introduction**

1.1 The Website is owned and operated by: ECCO (Cyprus) Limited, 195 ARCH. MAKARIOS III AVE. NEOCLEOUS HOUSE 3030 LIMASSOL CYPRUS, Reg. No.: HE 290547 (herein referred to as "ECCO", "we," "us" and "our").

1.2 These Sales and Delivery Conditions apply to the purchase and delivery of goods at the Website for delivery in Cyprus. If you wish to have our products in another country please go the website of that particular country.

### **2 Ordering and purchasing of products**

#### **2.1 Products**

2.1.1 The products we sell online are displayed on this Website and include but are not limited to footwear, bags and shoe care products.

#### **2.2 Purchasing**

2.2.1 By placing an order and clicking the button "I order and pay" you are offering to purchase a product on and subject to the following terms and conditions.

2.2.2 In order to contract with us you must be over 18 years of age and possess a valid credit or debit card specified in point 2.5.

2.2.3 If your order is accepted, we will inform you by email.

2.2.4 When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit card, debit card or other payment method used to place your order and that there are sufficient funds to cover the total purchase price and delivery cost.

#### **2.3 Acknowledgement of your order and order confirmation**

2.3.1 When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement that we have received your offer to purchase a product and will not constitute acceptance of your order.

2.3.2 A contract between us for the purchase of the goods will not be formed until your order is ready to be shipped, at which time we send you an order confirmation as well as the invoice and shipment information. Therefore, the contract is concluded the moment when we send you an order confirmation.

2.3.3 You accept that all communication regarding the order including order confirmation, invoice, delivery information, confirmation of the contract conclusion etc. is done via e-mail.

#### **2.4 Price and Availability**

2.4.1 All prices of the products available on the Website are provided in EUR and include VAT (they are gross amounts). Delivery costs may be added to your order. .

2.4.2 All orders are subject to availability and confirmation thereof as there may be rare occasions where for example two orders are placed for the exact same product and only one is available to send.

2.4.3 We reserve the right to cancel an order if it is not possible to deliver the ordered product. You will be informed if such a situation arises and any payment or reservation made on your payment card or other means of payment will be returned or cancelled.

2.4.4 We may from time to time offer limited collections of products. This means that if you wish to exchange or raise a (valid) claim with us regarding such products it will not always be possible to deliver a similar product in which case we will return the purchase price to you instead.

## **2.5 Payment**

2.5.1 Information about the payment method that you wish to use for payment should be provided to us when placing an order on the Website.

2.5.2 Upon receiving your order we carry out a standard pre-authorisation for credit or debit cards and for bank transfer we do a control check. We do this to ensure there are sufficient funds to fulfil the transaction. Products will not be dispatched until this pre-authorisation check and control have been completed. Your card will be debited once the order has been accepted and we are shipping your products. For bank transfer your account will be debited as soon as the order has been placed.

2.5.3 We accept the following cards: Visa, Visa Electron, Mastercard credit and Mastercard debit. [Include other relevant payment cards, e.g.: We accept Przelewy24 for bank transfers, Ideal etc..]

2.5.4 When paying with credit or debit card, the full amount is reserved on your account by us and payment is debited from your card only at the time of dispatch of your products.

2.5.5 Your connection is always secure with us and encrypted with 256 bit cipher.

2.5.6 ECCO Online Shop is using 3D Secure Visa and Mastercard.

2.5.7 For security reasons, we do not store any payment information in our database.

## **2.6 Discount Codes**

2.6.1 We may from time to time offer promotional discount codes, which may apply in respect of any, or certain specified, purchases made through this Website.

2.6.2 The conditions of potential use relating to any discount code will be specified at the time of the campaign.

## **3 Delivery**

3.1 We try to dispatch and deliver to you the ordered goods as soon as possible. Dispatch times may, however, vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure.

3.2 All products purchased from the Website are delivered pursuant to a shipment agreement. Accordingly, the risk of loss and title to such purchased products passes to you upon delivery to you at the designated address. Delivery will be made within 3 business days after your order has been received. The time required for the ordered goods to be delivered to you includes the time necessary to prepare the ordered goods for shipment and the time of delivery of the goods by.

## **4 Descriptions**

4.1 We attempt to describe our products as accurately as possible. However, errors do occur. If a product purchased on the Website does not conform to the product description, your sole and exclusive remedy is to return the unused product. Please see below on how to return a product.

## 5 Cancellation and returns

5.1 You may cancel an order up until the time of dispatch by contacting our Customer Care (see contact details below under point 10). If we have taken payment the full amount will be returned to you via the original method of payment.

5.2 When you shop with us, we want you to be completely satisfied. If you are not satisfied with a purchase made at the Website, you may withdraw from the contract concluded with us and return the ordered goods for a refund of the purchase price. We can only accept returns purchased through this Website. All purchases made through another ECCO sales point must be returned to the original place of purchase.

5.3 You can return your unused and unworn item to us within 14 days upon receipt of the item at:

ECCO Cyprus LLC-Egkomi Store  
Achaion Street House nr: 11  
Postal Code: 2413  
Phone Number: 0035722461436  
Nicosia/Cyprus

5.4 The deadline of 14 days is counted from the date when the ordered goods have been delivered to you.

5.5 Your statement on the withdrawal from our contract may be sent to us in any form and by any means of correspondence. You may also use the specimen return form attached to these Sales and Delivery Conditions. You should also return the goods acquired by the withdrawn contract within 14 days counted from the date of the withdrawal.

5.6 We will reimburse the purchase price of the goods being subject to the withdrawn contract not later than within 14 days counted from the date when we obtain your statement on withdrawal. Please note, however, that we may suspend the reimbursement until we have received the returned goods.

5.7 In order to speed up the return and the reimbursement of the purchase price, you may apply our return procedure:

How (easiest) to return an item:

**Step 1:** Complete the return form by checking the appropriate box with the reason for your return - if you wish to inform us why you are returning the products.

**Step 2:** Place the return form inside the box with the products.

**Step 3:** Send this form with the products you wish to return.

**Step 4:** Stick the prepaid return label on your box (Please do not stick the prepaid return label on the original shoebox).

**Step 5:** Deliver the package to your closest store

## 5.8 Returns may take time

5.8.1 It can take approximately 21 days for us to receive your return to our warehouse. We strongly encourage you to use our prepaid return label included in the parcel and to keep your receipt as proof of postage.

5.8.2 Your refund will be processed in the original form of payment within 5 business days as soon as we have received your goods in the warehouse. You will be notified via email when this transaction has taken place.

5.8.3 Your banking institution may require additional days to process and post the “return” transaction to your account once they have received the information from us.

5.8.4 Please note that if you do not use the provided prepaid return label, you are responsible for the goods until they reach us at the designated return address.

1. If you do not use the provided prepaid return label to return the goods, you are obliged to cover the direct costs of returning the goods. We are responsible for return shipping costs if we have sent wrong or defective goods to you.
2. The returned goods should not be used in a manner not necessary to verify their character, features and functionality. You may try on the products, but you should not wear them. If you return a used, worn or washed item that is not approved by our quality control, we cannot send the item back to you.
3. If you receive a defective/wrong item or a damaged parcel with missing items the easiest way to handle this is if we get photographic evidence of this. Please send a photo to our Customer Care so we can investigate further - we are then responsible for the return once acceptance has been provided by us (see contact details below under point 10).
4. Based on your return instructions in the return authorization form, we will return your payment. We can only issue credit to the same card used for the purchase. We do not have title to the returned products until the item arrive back to us at the designated return address. Alternative returns policies may apply to particular products and product lines.
5. If you have any questions about our returns process, please contact Customer Care (see contact details below under point 10).

## **6 Product warranty and claim handling**

6.1 We are obliged to deliver to you the ordered goods free of any defects.

6.2 In case the ordered goods have defects, you have the right to:

- (a) file a declaration for a reduction of the price;
- (b) withdraw from the contract;
- (c) demand exchange of the defective product for a product free from defects; or
- (d) demand that we remove the defects.

6.3 The right to file a declaration for a reduction of price or withdrawal from the contract does not apply in case we immediately and with no excessive inconveniences exchange the defective product for one free from defects or immediately remove the defect. This limitation, in turn, does not apply where the product has already been exchanged or repaired by us, or we have not discharged the duty of exchanging the product for one free from defects or removing the defect.

6.4 You may request a replacement for a product free from defects rather than removal of the defect proposed, or request the removal of the defect instead of replacement for a product free from defects proposed by the seller.

6.5 If it is impossible to remove the defect and to bring the product to conformity with the contract in a manner chosen by you or it involves excessive costs in comparison with the manner proposed by us, we may replace the defective product for a product free from defects regardless of your request in this respect.

6.6 If you have a complaint regarding the products you have received please contact our Customer Care (see contact details below under point 10) and they will inform you how to proceed and what information we need in order for us to process your complaint.

6.7 We will confirm the receipt of your claim and respond to your request in this respect within 14 days. Otherwise, if you have requested that the product be replaced or the defect be removed or filed a declaration on reduction of the price specifying the amount by which the price is to be reduced, the request should be deemed to be considered justified by us and we would be obliged to comply with the request.

6.8 We are responsible for the product defects if they are detected before the lapse of two years counted from the date when the product was delivered to your address. Your claim for the removal of the defect or replacement of the product sold for one free from defects is limited to one year, counting from the date of detecting the defect; however, the above limitation period may not cease to run before the elapse of the two years period counted from the date of delivery of the product. Your right to withdraw from the contract or to reduce the price due to the products' defects is also limited to one year counted from the date of detecting the defect; however, if you have requested replacement of the product for one free from defects or removal of the defect, the time limit to submit the declaration on withdrawal from the contract or reduction of the price begins to run upon effective lapse of the time limit for exchange of the product or removal of the defect.

## **7 Governing Law and venue**

7.1 These Sales and Delivery Conditions shall be governed by and construed in accordance with the laws of Cyprus, without giving effect to its conflicts of law provisions. A printed version of these Sales and Delivery Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Sales and Delivery Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

7.2 Any controversy or claim arising out of or relating to these Sales and Delivery Conditions or your purchase of any products from the Website shall be settled by the competent courts of Cyprus.

## **8 Alternative methods of dispute resolution**

8.1 Using alternative methods of dispute resolution is voluntary. The below provisions have only informative character and do not constitute any obligation neither for you nor for ECCO.

8.2 If we fail to find a satisfactory solution, you can file a complaint with the [contact@ecco.com](mailto:contact@ecco.com) if conditions are met. You may also use the European Commission's online dispute resolution to register your complaint: <http://ec.europa.eu/odr> . This portal can be relevant when living in another EU-country. When filling in a complaint, please enter our e-mail address [customerservice.me@ecco.com](mailto:customerservice.me@ecco.com)

## **9 Contact details**

9.1 Contact details Customer Care:

Phone number: 0035722461436

E-mail: [customerservice.me@ecco.com](mailto:customerservice.me@ecco.com)