

TERMS & CONDITIONS

Dear customer

Herebelow please find enclosed our [General Terms and Conditions](#). We ask you kindly to read these carefully. The General Terms and Conditions of Business set out below govern all orders placed by you via the Website as well as our deliveries and services and are applicable at the time the order is placed.

We aim to give you all relevant information regarding your rights and obligations as a consumer, but first of all we intend the relationship with our customers in terms of a partnership. We care for our customers, so please don't hesitate to contact us in case you have a question.

It's our duty to inform you that under the ODR Regulation, the European Commission will establish a European Online Dispute Resolution platform (ODR platform). The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase. To settle out-of-court cross-border disputes you can access the platform under the following link :

<http://ec.europa.eu/consumers/odr/>

Information on the resolution of disputes online

In accordance with § 36 VSBG E35 SHOP GmbH is under obligation to inform you about the possibility of participating in an arbitration process for settling consumer disputes as specified in the legislation on consumer dispute settlement. E35 SHOP GmbH is willing, even though not obliged, to participate in dispute settlement processes before a body for settling consumer disputes. The body responsible for settling consumer disputes which is responsible for E35 Shop GmbH is Verbraucherstreitbeilegungsstelle „Internet Ombudsmann“ in Vienna. The Streitbeilegungsstelle „Internet Ombudsmann“ has its address here: Margaretenstraße 70/2/10, 1050 Wien. The website is: www.ombudsmann.at, and you find the relevant web form under the following link: <https://secure.ombudsmann.at/schlichtung.php/cat/11/title/Beschwerde>

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1. Company information

The website e35shop.com, our shop in Vienna and registered domain are owned by E35 SHOP GmbH. The company is registered in Vienna, Austria FN 420176 g. Our corporate UID number is ATU68894949. More information see [Imprint](#).

2. General terms

By approving these Terms & Conditions and confirming your order, a binding agreement is entered into. When we have received your order, you will receive an automatic e-mail confirming the receipt of your order. This confirmation does not confirm that the offer of purchase has been accepted by E35 SHOP. The purchase is only classed as final when the invoice and delivery confirmation of the ordered products is sent by E35 SHOP. We reserve the right to deliver according to the available stock levels at the time of receiving the order. Should we be unable to deliver in accordance with the terms in the order confirmation or if the stock levels have changed in the meantime, we will contact you and give you the opportunity to cancel the order. In such a case, if the payment has been made in advance, your money will be refunded within 30 days. In the event of late deliveries we will contact you and offer a new delivery date. If this is not suitable then you have the right to cancel the order.

Austrian Law: entering this website the User and E35 SHOP GmbH agree that the laws and the regulations of the Austrian State will enforce any questions pertinent to the use of the website.

3. Pictures and description of the products

We made great efforts to ensure that the description of the items, the garments and the pictures are as complete and accurate as possible. However, slight differences in colour and perception of the surface may occur on the screen view. Sizes are reported as stated on the manufacturer's documentation.

4. Prices

For shipping to EU countries: all prices in our shop are displayed including 20% VAT. For shipping to Non-European countries: prices are shown net, without 20% VAT. Non-European customers are exempt from paying value added tax 20% and the invoice will not include the 20% tax in the price. Transport costs are calculated separately. The final price including delivery charges will be calculated when you select your country before you do the payment checkout.

The prices: are shown in EUR (Euro), GBP (British Pound Sterling), CNY (Chinese Yuan Renminbi), JPY (Japanese Yen), RUB (Russian Ruble), USD (US Dollar), according to your choice, and it is valid the price of the day of your order. We retain the right to adjust incorrect prices.

Currency: in our webshop you can pay in EUR (Euro), GBP (British Pound Sterling), CNY (Chinese Yuan Renminbi), JPY (Japanese Yen), RUB (Russian Ruble), USD (US Dollar).

5. Customs and Import charges for Countries outside EU and handling fees of Fedex

Please read this important Customs and Duty information for customers outside of the EU! Please note that the delivery charges do not include import and customs costs as well as handling costs of Fedex that may be due when the package reaches the country of destination. The recipient of the parcel must pay these charges. We cannot give you any information regarding this calculation, you must contact your local customs office for current charges before you order to check the charges

you will be asked to pay. The statement of origin will be printed on your invoice. In case you choose to use Fedex for return shipment, please note that this will lead to additional administrative costs of 46,80€ which we will pass on to you.

6. Minimum shipment amount

Minimum shipment amount is 50€. Below this amount we cannot handle the requests.

7. Shipping & delivery

We accept international and domestic orders. Minimum shipment amount is 50€. Below this amount we cannot handle the requests. In Europe we deliver in most countries by Fedex Economy or Priority. Delivery to Russian customers is possible by Priority Post. Shipment to Oversea and Non-EU customers usually by Fedex Priority or Economy. Delivery to Switzerland by Fedex Economy. Shipping costs and delivery lead time are shown in the table below.

Delivery lead times: vary on destination and are estimated according to the service offer of the transport provider. Lead times: please refer to the table below. Goods will be dispatched on regular working days. Delivery times may be a little longer during public holidays and during absence from our store for business trips. If we close the store for vacation, we will not miss to inform our customers. Orders received within 0:00 pm we aim to post the following day within 2:00 pm day. All orders placed on Saturday and Sunday will be shipped and posted the following Monday.

Trading Restrictions: we don't deliver to the following countries: Belarus, Burma/Myanmar, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Egypt, Eritrea, Former Yugoslavia - Serbia, Indonesia, Iran, Iraq, Lebanon, Syria, Liberia, Libya, North Korea (Democratic People's Republic of Korea), Republic of Guinea, Somalia, Sudan, Syria, Tunisia, Zimbabwe.

Shipping cost: see table below. Here the list of the European Union member countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

The list of countries No EU-Relation: Spain: Andorra, Gibraltar, Canary Islands Zip Code 35xxx-38xxx, Ceuta Zip Code 51xxx, Melilla Zip Code 52xxx, Denmark: Farøer, Finland: Aaland Zip Code 22000-22999, United Kingdom: Guernsey and Jersey (GB) Zip Code GYxxxxx and Jyxxxxx, Italy: Livigno Zip Code 23030, San Marino Zip Code 47890-47899, Vatikan Zip Code 00120, Liechtenstein, Norway, Switzerland, Turkey, Cyprus.

Austria: 9€ with Fedex Overnight next working day (Free shipping over 350€).

EU countries: (Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Malta, Netherlands, Poland, Portugal, Romania, Slovenia, Spain, Sweden, United Kingdom) shipping with Fedex Economy costs 10€ - lead times 2-3 working days and with Fedex Priority costs 20€ - lead time 1-2 working days (Free shipping over 350€).

Non-EU countries: (Albania, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Republic of Macedonia, Republic of Moldova, Montenegro, Turkey, Ukraine) shipping with Fedex Economy costs 16€ - lead times 3-6 working days (Free shipping over 350€).

Non-EU countries: (Andorra, Monaco, Norway, San Marino, Switzerland) shipping with Fedex Economy costs 10€ - lead times 2-3 working days and with Fedex Priority costs 20€ - lead times 1-2 working days (Free shipping over 350€).

Russia: shipping cost 20€ with Post Priority and lead times 4-8 working days (Free shipping over 350€).

Australia / New Zealand: shipping with Fedex Economy costs 15€ - lead times 3 - 7 working days and shipping with Fedex Priority costs 25€ - lead times 2-3 working days (Free shipping over 350€).

Canada / United States: shipping with Fedex Economy costs 15€ - lead times 3 - 7 working days and shipping with Fedex Priority costs 25€ - lead times 1-3 working days (Free shipping over 350€).

China / Hong Kong / Singapore / Thailand: shipping with Fedex Priority costs 30€ - lead times 2-3 working days (Free shipping over 350€).

Japan/ South Korea: shipping with Fedex Economy costs 15€ - lead times 3 - 7 working days and shipping with Fedex Priority costs 25€ - lead times 1-3 working days (Free shipping over 350€)

Rest of World: (Argentina, Armenia, Azerbaijan, Bahamas, Bahrain, Barbados, Belarus, Bermuda, Brazil, Brunei, Chile, Costa Rica, Georgia, India, Israel, Kazakhstan, Kuwait, Kyrgyzstan, Maldives, Malaysia, Mexico, Mongolia, Panama, Peru, Philippines, Qatar, Saudi Arabia, Seychelles, South Africa, Thailand, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vietnam) shipping with Fedex Economy costs 30€ – lead times 4-6 working days (Free shipping over 350€).

Special service for Austria: gift wrapping and pick up of your order in our Vienna store.

Tracking of orders: when your order leaves our warehouse you will receive a tracking number via e-mail that can be used to track your order.

Unsuccessful delivery: please note that if a delivery is not possible because the customer was not reachable at the provided delivery address, although the delivery was made within the stated delivery period, or if the address provided was incorrect, the customer will cover the eventual costs of unsuccessful delivery. If the package is not successfully delivered to the Client's address due to a lack of cooperation from the client (wrong telephone number, wrong address, absent at address, non-compliance with import regulations) the package may risk being sent back to Austria. As per the e35shop.com commercial agreement and as set forth in our terms and conditions, the expenses related to this are at the Client's expense including any import fees that may be assessed upon re-entry to Austria. These fees will be deducted from any eventual reimbursement.

8. Payment procedures

A sales contract is agreed when the transactions have been checked and authorized by the relative credit card company or the money has been received on our bank account. Once the total amount of your order is transferred to our bank account, we will ship the order. We will hold the item for 10 days to await payment.

9. Payment methods

Credit/Debit Cards: we accept VISA, MasterCard, American Express, Discover, JCB, Diners Club, Maestro. You will be asked for the card number, its period of validity and the CVC code. The transaction must have 3D Secure authentication. All information is processed using SSL encryption to prevent unauthorized access to credit/debit card details.

PayPal: PayPal allows secure payment from your PayPal account or credit card. If you chose credit card via Paypal, it is not necessary to have an account. When you choose to pay via PayPal, you will be directed to PayPal website when checking out. More information about PayPal is available [here](#).

Bank Transfer: please cite in your transfer the NUMBER OF ORDER CONFIRMATION.

Payments received from international bank institutes within EU are without additional charges if on your transfer you indicate the below reported IBAN and SWIFT code from our account. If you miss indicating these codes we will be credited the amounts only against a deduction of 8,00 EURO which we will be forced to charge you accordingly.

Account details for E35 SHOP GmbH: Bank: ERSTE BANK / Account Nr.: 825 484 484 00 / Bank Code: 20111 / IBAN: AT74 2011 1825 4844 8400 / SWIFT: GIBAAATWWXXX

10. Right of Withdrawal, Returns, Refunds & Exchange

Right of Withdrawal: you have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires physical possession of the goods. To exercise the right of withdrawal you must inform us, E35 SHOP GmbH, Schottenfeldgasse 67, 1070 Vienna, Austria, Tel.+43 1 956 445 2, e-mail: sales@e35shop.com, of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model [withdrawal form](#), but it is not obligatory. We will communicate to you an acknowledgment of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal: if you withdraw from this contract, we shall reimburse to you all payments received from you, excluding the costs of delivery, if applied, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear all the costs of returning the goods, including administrative costs applied by the transport service.

Return policy: you are entitled to return the product for any reason within 14 days of having received it, giving prior notice. You have the right to open the package and check the contents but the product must be returned unused, in original packaging and with original garment tags still attached. All original packaging, price labels etc shall be returned with the product without alteration. The security tag must still be intact and attached to the returned items. The inspection to “establish the nature, characteristics and functioning of the goods” shall mean the testing and trial of the goods, as is possible and common in, for example, a store. Please note that you are responsible for the product until it reaches us. Once returned you will be entitled to receive an exchange or a refund, which will not include the cost of the original postage and packaging.

How to make a return: please fill in the Return Form that has been enclosed in your delivery and enclose in the parcel. If you have not received this form or you lost it, you can download a new one

[here](#).

Shipping advice: please ensure all return packages are sent with a trackable, insured service, as we cannot be held liable for packages lost or damaged during return shipment. If the goods are damaged during transit due to being inadequately packaged, we will be unable to give a refund. Please take particular care with boxes, we will not be able to exchange goods with damaged or not original boxes, especially shoes, as the original box or packaging is considered part of the product.

Address: E35 SHOP GmbH Schottenfeldgasse 67/1 1070 Vienna Austria Tel: +43 1 9564452

Shipping costs: the costs for returning the package to us are at your charge. Original shipping costs and return shipping costs will not be refunded. Important information for returns from Non-EU destinations: In case you choose to use Fedex for return shipment, please note that this will lead to additional administrative costs of 46,80€ which we will pass on to you. We put our efforts in excellent service, but in the rare event that E35 SHOP sent the customer an incorrect or faulty product then E35 SHOP will pay the return delivery costs back to the customer within 14 days of receipt of the return.

Refund: We will refund the due amount via the method you paid, e.g. by PayPal or via Credit/Debit Card, Bank Transfer. We will not refund original shipping costs and the return-shipping costs.

Exchange: In case of an exchange we will send the exchange item/s back to you free of charge.

11. Damaged in transit – faulty product

We will do our utmost to guarantee that the goods delivered to you are in perfect conditions. If ever the product is damaged or shows evident fault, please contact us as soon as you discover the fault. If you notice a transport damage, please note this immediately on the shipment delivery form. Eventually, send us a photograph of the damage/error because this will speed up the process. Once we have received the product and approved the claim, we will inform you and exchange or refund the product.

12. Responsibility for the webshop

We developed and tested this online shop to the best of our knowledge. However, we cannot take responsibility that all functions on this website are without errors, that errors are removed or that the website or the server is free from Virus or other programs or functions which might have damaging effects. The customer has no right to claim damages, in particular for the reason of delay, impossibility to fulfill the request, damages caused by defective goods, defects, unless they cannot be proved to be deliberate or a consequence of irresponsible attitude. We retain the right to correct incorrect prices. If you experience technical problems with the webshop, please contact us at sales@e35shop.com.

13. Privacy

The customer agrees that any information necessary to fulfill orders and inquiries will be used exclusively for the fulfillment of the specific purchase order and will be stored for the exclusive purpose of administration practices and will not be transferred to third parties. Please see our [Privacy Policy](#).

14. Data

For details on the data collected and their respective use, please see our Privacy Policy and Data Protection Declaration. We collect, use and store your person-related data exclusively in accordance with the European General Data Protection Regulation (GDPR), Datenschutzgesetz 2000

and Datenschutz-Anpassungsgesetz 2018. We process these data exclusively in accordance with EU GDPR, DSG 2018, TKG 2003.

15. Age restriction

Customers under the age of 18 shall provide written parental or guardian consent.

16. Force Majeure

Our failure to perform any term or condition of this Agreement as a result of conditions beyond our control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

17. Disclaimer, liability for content and availability

The website and the site content are prepared with all reasonable skill and care. However, while we endeavor to ensure that the information contained on or in the website and the site content is correct, we cannot give any warranty or make any representation of any kind, either express or implied (whether by common law, custom, statute or otherwise) regarding the accuracy, completeness, reliability and currency of the website or the site content. We may make changes to the website, the site content or to any services, products, prices or fees described in it, at any time without notice.

We do not warrant that the website, the site content and any function of the website will be uninterrupted or error-free, that defects will be corrected, or that the website, site content or the server that makes it available are free of viruses or other harmful components. Although we will endeavor to take appropriate security measures to protect the website and the site content, we will not be held responsible for the security of the website or for any disruption of the website however caused, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system. We shall use our reasonable endeavors to safeguard the copyrights of others or to resort to the use of works that the company created itself and licence-free works. We do not warrant make any representations that the website or any site content will not infringe the rights of any third party.

Liability for links: insofar as we enable access to third party websites via links from our website, we are not responsible for such third-party website or any content contained therein. The respective provider or operator of such third party websites is responsible for the content of the linked sites and we make no warranties or representations whatsoever about any such websites or for any services or products that they may provide. Without limiting the foregoing, such websites are not in any way approved, checked, edited, vetted or endorsed by us and you agree that we shall not be responsible or liable in any way for the content, advertising, products or services available from such websites, their suitability, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality or functionality of any products or services available on such sites or for any transactions, dealings or arrangements that you may have, or the consequences of such transactions, dealings or arrangements with such third party site operators. If you do come across any link which is an infringement of any third party rights or is offensive, unsuitable or inappropriate to us or our users please let us know and if, upon receiving a complaint, we believe in our reasonable opinion that the material is an infringement, offensive, unsuitable or inappropriate we will take down such material and/or remove such links immediately.

18. Contact details

The best way to contact us is by mail at sales@e35shop.com.

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