

# E35

Need to return something? Questions? [sales@e35shop.com](mailto:sales@e35shop.com)

If you want to exercise your right of withdrawal from the contract, or you would like a refund or exchange:

1. Please fill out this form and send it back to us with within 14 days of your delivery.  
You can send by e-mail to [sales@e35shop.com](mailto:sales@e35shop.com) or as a letter to: **E35 SHOP GmbH, Schloss Rohrau 1 /7 (Innenhof) 2471 Rohrau, Austria.**
2. Send us an email right away if you want us to reserve another size/ product for you.
3. Enclose this form with your parcel and send it back to us.
4. Retain a proof of postage.

## Your information

Name:

E-mail:

Order Nr.:

I hereby wish to withdraw from the contract which I entered into for purchase of the following goods:

Product name	Refund	Exchange	Replacement size/s	Replacement item/s
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

## Please return goods to the following address

E35 SHOP GmbH, Schloss Rohrau 1 /7 (Innenhof), 2471 Rohrau, Austria

## Return policy for EU countries destinations

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.

## Return policy for non-EU countries destinations

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.

## Important information

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.

## General Terms And Conditions with Customer Information

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#### 1) Scope

1.1 These general terms and conditions (hereinafter "GTC") of E35 SHOP GmbH (hereinafter "seller") apply to all contracts that a consumer or entrepreneur (hereinafter "customer") with the seller with regard to those presented by the seller in his online shop Concludes goods and / or services. The inclusion of the customer's own conditions is hereby contradicted, unless otherwise agreed.

1.2 A consumer in the sense of these terms and conditions is any natural person for whom the legal transaction is not part of the operation of their company. An entrepreneur within the meaning of these terms and conditions is a natural or legal person or a legal partnership for whom the legal transaction is part of the operation of their company.

#### 2) Conclusion of the contract

2.1 The product descriptions contained in the seller's online shop do not represent binding offers on the part of the seller, but serve to submit a binding offer by the customer.

2.2 The customer can submit the offer using the online order form integrated in the seller's online shop. After placing the selected goods and / or services in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contract offer for the goods and / or services contained in the shopping cart by clicking the button that concludes the ordering process. Furthermore, the customer can also submit the offer to the seller by email.

2.3 The customer receives an automated confirmation of receipt of the order from the seller immediately after placing the order. This is not an acceptance of the offer. The seller can accept the customer's offer within five days, by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or by asking the customer to pay after placing his order. If there are several of the aforementioned alternatives, the contract is concluded at the time at which one of the aforementioned alternatives occurs first. If the seller does not accept the customer's offer within the aforementioned period, this is deemed to be a rejection of the offer, with the result that the customer is no longer bound by his declaration of intent.

2.4 If the customer selects "PayPal Express" as the payment method during the online ordering process, he also issues a payment order to his payment service provider by clicking the button that concludes the ordering process. In this case, contrary to Section 2.3, the seller already declares the acceptance of the customer's offer at the point in time at which the customer triggers the payment process by clicking the button that completes the order process.

2.5 The period for accepting the offer begins on the day after the offer is sent by the customer and ends at the end of the fifth day following the sending of the offer.

2.6 When submitting an offer via the seller's online order form, the contract text is saved by the seller and sent to the customer in text form (e.g. e-mail, fax or letter) after submitting his order, along with these terms and conditions. In addition, the text of the contract is archived on the seller's website and can be accessed free of charge by the customer via his password-protected customer account by entering the corresponding login data, provided that the customer has created a customer account in the seller's online shop before submitting his order.

2.7 Before the binding submission of the order via the seller's online order form, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the representation on the screen is enlarged. The customer can correct his entries as part of the electronic ordering process using the usual keyboard and mouse functions until he clicks the "order for a fee" button that concludes the ordering process.

2.8 Only the German language is available for the conclusion of the contract.

2.9 Order processing and contact are usually made by email and automated order processing. The customer must ensure that the e-mail address given by him to process the order is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or third parties commissioned by the seller to process the order can be delivered.

#### 3) Right of withdrawal

3.1 Consumers generally have a right of withdrawal.

3.2 More detailed information on the right of cancellation can be found in the seller's cancellation policy.

#### 4) Prices and terms of payment

4.1 Unless otherwise stated in the seller's product description, the prices given are total prices that include statutory sales tax. Any additional delivery and shipping costs that may arise are specified separately in the respective product description.

4.2 In the case of deliveries to countries outside the European Union, additional costs may arise in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also arise in relation to the money transfer if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

4.3 Various payment options are available to the customer, which are specified in the seller's online shop at the beginning of the ordering process.

4.4 If prepayment has been agreed, payment is due immediately after the conclusion of the contract.

4.5 If the payment method "PayPal" is selected, the payment will be processed by the payment service provider PayPal (Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg subject to the PayPal terms of use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.

#### 5) Delivery and shipping conditions

5.1 The delivery of goods takes place on the dispatch route to the delivery address specified by the customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the seller's order processing is decisive. Deviating from this, when choosing the PayPal payment method, the delivery address stored by the customer at PayPal at the time of payment is decisive.

5.2 If the transport company sends the goods back to the seller because delivery to the customer was not possible, the customer bears the costs for the unsuccessful shipment. This does not apply if the customer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the seller announced the service a reasonable time in advance would have. Furthermore, this does not apply with regard to the shipping costs if the customer effectively exercises his right of withdrawal. For the return costs, if the customer exercises his right of revocation, the provisions made in the seller's instructions on revocation apply.

5.3 In the case of self-collection, the seller first informs the customer by email that the goods he has ordered are ready for collection. After receiving this e-mail, the customer can collect the goods from the seller's headquarters after consultation with the seller. In this case, no shipping costs will be charged.

#### 6) Retention of title

If the seller makes an advance payment, he retains ownership of the delivered goods until the purchase price owed and all associated costs and expenses have been paid in full.

#### 7) Liability for defects (warranty)

7.1 If the purchased item is defective, the provisions of the statutory warranty regulations apply.

7.2 The customer is asked to complain to the deliverer about delivered goods with obvious transport damage and to inform the seller thereof. If the customer does not comply, this has no effect on his legal or contractual warranty claims.

#### 8) Applicable Law

8.1 If the customer acts as an entrepreneur within the meaning of section 1.2, the law of the country in which the seller has his place of business applies to all legal relationships between the parties, excluding the UN Convention on the International Sale of Movable Goods and the exclusive place of jurisdiction for all disputes this contract is the place of business of the seller.

8.2 If the customer acts as a consumer within the meaning of section 1.2, the law of the state in which the customer has his habitual residence applies to all legal relationships between the parties, excluding the UN Convention on the International Sale of Movable Goods and the exclusive place of jurisdiction for all Disputes arising from this contract is the customer's place of residence.

#### 9) Alternative dispute resolution

9.1 The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

9.2 The seller is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.