

## SALES AND DELIVERY CONDITIONS

Sales and Delivery Conditions for purchases made on <https://gb.ecco.com> (herein after referred to as the "Website").

Click here to download a copy of these Sales and Delivery Conditions for future reference.

### 1 Introduction

- 1.1 The Website is owned and operated by: ECCO Sales Limited, registration number: 7317197, whose registered office is at 102 Kensington High Street, Kensington, London, W8 4SG, Great Britain (herein referred to as "ECCO", "we," "us" and "our"). ECCO's VAT number is 106128058.
- 1.2 These Sales and Delivery Conditions apply to the purchase and delivery of goods sold on the Website for delivery in United Kingdom. We do not deliver to The Hebrides, The Isle of Man, The Isles of Scilly, The Shetland Islands or the Channel Islands. If you wish to purchase our products and have them delivered in another country, please go to the ECCO website for that particular country (by selecting that country from the drop-down menu available on the Website).

### 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 these Sales and Delivery Conditions.
- 2.2.2 In order to place an order with us you must be: (i) over 18 years of age; and (ii) possess a valid credit or debit card, or bank account, as specified in point 2.5.
- 2.2.3 When placing an order you confirm that: (i) all details you provide to us are true and accurate, (ii) you are an authorised user of the credit card, debit card or other payment method used to place your order; and (iii) there are sufficient funds to cover the total purchase price and delivery cost if applicable).

#### 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 sale of the goods will not be formed until your order is ready to be shipped, at which time we will send you an order confirmation e-mail as

well as the invoice and shipment information. Therefore, the contract is concluded the moment when we send you an order confirmation e-mail and/or text message.

2.3.3 You accept that all communications regarding the order including order confirmation, invoice, delivery information etc. are sent via e-mail.

## 2.4 **Price and Availability**

2.4.1 All prices of the products available on the Website are provided in GBP and include VAT. For some orders you may be liable to pay an additional fee for delivery, and the value of such delivery fee shall be communicated to you prior to placing your order.

2.4.2 All orders are subject to availability and confirmation thereof as there may be rare occasions where it is not possible to fulfil an order (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 at any time before ECCO accepts the order if it is not possible to deliver the ordered product and ECCO has a reasonable, valid reason for the cancellation. 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 products which are limited edition (i.e. such products will not be available permanently or long term). 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 an identical replacement product, in which case we will refund the purchase price (and the cost of basic rate delivery at the time of the order) to you instead.

## 2.5 **Payment**

2.5.1 Information about your chosen payment method must 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 check 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 or control check have been completed. Your card will be debited once the order has been accepted and we ship 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. As well as Klarna and PayPal.

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 the Website.

2.6.2 The terms and conditions governing potential use of 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 events outside our control. We deliver free of charge within the United Kingdom. We do not deliver to The Hebrides, The Isle of Man, The Isles of Scilly, The Shetland Islands or the Channel Islands.

3.2 All products purchased from the Website are delivered pursuant to a shipment agreement. The service providers under the shipment agreement are Evri and Parcelforce. Accordingly, the risk of loss and title to such purchased products passes to you upon delivery to you at the address provided by you. Delivery will be made within 7-10 business days after your order has been accepted by ECCO. 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 needed for delivery of the goods by the service provider.

## 4 Descriptions

4.1 If a product purchased on the Website does not conform to the product description, you may: (i) return the unused product in exchange for a refund or (ii) (where the defect is capable of remedy) request that the defect is remedied. Please see below on how to return a product.

## 5 'Click and Collect'

5.1 You can use the "Click and Collect" option in which case you are making an online offer to purchase the product and the only difference between "Click and Collect" and the online sales procedure is that for "Click and Collect" you pick up your purchase in the designated store.

5.2 When you offer to purchase a product using the "Click and Collect" option, you will receive an acknowledgement e-mail confirming receipt of your reservation. **This email will only be an acknowledgement that we have received your request to either reserve a product or your offer to purchase and will not constitute acceptance of your reservation/order or an acknowledgement of that we have the ordered product in stock in the chosen physical store.**

5.3 When the product(s) you have offered to purchase are ready for you in the store, we will send you an e-mail stating that your purchased product is now ready for

collection in the store. We will keep the order in the store for pick-up for 7 days from the date of the e-mail referred to in this point 5.3.

- 5.4 Please note that, for the reservations, the actual price payable is the price valid at the actual pick-up time. In order to benefit from the discount available at the time when the reservation is made, we kindly ask you to pick-up the order during the campaign period or to finalize the transaction online by placing an order with immediate payment.

## **6 Cancellation and returns**

- 6.1 You may cancel an order up until the time of dispatch by contacting our Customer Care team (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.
- 6.2 When you shop with us, we want you to be completely satisfied. If you are not satisfied with a purchase made on the Website, you may return the ordered goods for a refund of the purchase price. We can only accept returns of products purchased through the Website. All purchases made through another ECCO sales point must be returned to the original place of purchase.
- 6.3 Any refund made under these Sales and Delivery Conditions shall be a refund of the price paid for the product and (if the product was delivered to you) the cost of basic rate delivery at the time of the order.
- 6.4 You can return your item to us within 30 days by sending the item to:
- ECCO (Poland) Sp. z o.o.  
ul. Sokołowska 24  
05-806 Sokołów  
Poland
- 6.5 The deadline of 30 days is counted from the date when the ordered goods have been successfully delivered to you.
- 6.6 Your request to return an item 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, and we will acknowledge receipt of any return form. You should send the goods within 14 days counted from the date of the request to return those goods.
- 6.7 We will reimburse the purchase price of the returned goods to the original form of payment within 14 days from the date we: (i) receive the returned goods, or (ii) receive evidence from you that you have sent the goods, whichever is earlier. You will be notified via email when this refund has taken place.
- 6.8 In order to speed up the return and the reimbursement of the purchase price, you may apply our return procedure:

The easiest way 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. You should package the products safely and securely, to minimize the risk of loss or damage in transit.

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

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

**Step 5:** Deliver the package to your closest EVRI Parcel Point. You may find the closest drop off location at: <https://www.evri.com/find-a-parcelshop#/>

## 6.9 Returns may take time

- 6.9.1 It can take approximately 10 days for us to receive your return to our warehouse. We strongly encourage you to use our prepaid return label included in the original parcel and to keep your receipt as proof of postage.
- 6.9.2 Your banking institution may require additional days to refund your account once they have received the payment from us.
- 6.9.3 Please note that if you do not use the provided prepaid return label, you are responsible for loss of, or damage to, the goods until they reach us at the designated return address.
- 6.9.4 If you do not use the provided prepaid return label to return the goods, you are obliged to cover the direct cost of returning the goods. We are responsible for return shipping costs if we have sent wrong or defective goods to you.
- 6.9.5 The returned goods should only be used to verify their character, features and functionality. You may try on the products, but you must only handle them as you would in a shop. If you return an item which you have used more than as permitted by this point 6.9.5, we may not refund you.
- 6.9.6 If you receive a defective or incorrect item or a damaged parcel with missing items, we ask that you provide photographic evidence. Please send a photo to our Customer Care team so we can investigate further (see contact details below under point 10).
- 6.9.7 We will refund your payment based on your instructions in the return form. We can only issue a refund to the same card used for the original purchase. We do not hold title to the returned products until the item arrives at the designated return address. Alternative returns policies may apply to particular products and product lines, and such policies will be notified to you prior to purchase of any product subject to such policies.
- 6.9.8 If you have any questions about our returns process, please contact Customer Care (see contact details below under point 10).

## **7 Product warranty and claim handling**

- 7.1 We are obliged to deliver to you the ordered goods free of any defects and in conformity with these Sales and Delivery Conditions.
- 7.2 If the ordered goods are defective, you have the right to:
- (a) request a partial or full refund;
  - (b) demand exchange of the defective product for a product free from defects; or
  - (c) demand that we remedy the defects.
- 7.3 Subject to point 7.4, you do not have the right to request a refund if we immediately and without excessive inconvenience exchange the defective product for one free from defects or immediately remedy the defect, at your request or with your agreement.
- 7.4 Point 7.3 does not apply where the product has already been replaced or repaired by us, or we have not discharged the duty of exchanging the product for one free from defects or remedied the defect when requested to do so by you.
- 7.5 If it is impossible to remedy the defect and to bring the product to conformity with the contract or it involves disproportionate costs in comparison with providing a replacement, we may replace the defective product for a product free from defects regardless of your request in this respect.
- 7.6 If you have a complaint regarding the products you have received please contact our Customer Care team (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.
- 7.7 We will confirm the receipt of your complaint and respond to your complaint within 14 days.
- 7.8 We are responsible for the product defects if they are detected within six months from the date the product was delivered to your address. Your right to claim a refund due to the products' defects is limited to 30 days from the date of delivery (however in some circumstances you may be able to claim a refund after this date); if you have requested replacement of the product for one free from defects or remedy of the defect, the 30 day period to submit a refund request is paused whilst the product is remedied or replaced.

## **8 Personal Information/Privacy Policy**

- 8.1 Please refer to our Privacy Policy (which can be viewed here: <https://gb.ecco.com/en-GB/CustomerCare/Privacy-Policy>) for details about what information we collect and process about you when handling your orders and about your rights as a data subject.

## 9 Governing Law and venue

- 9.1 These Sales and Delivery Conditions shall be governed by and construed in accordance with the laws of the United Kingdom, 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.
- 9.2 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 the United Kingdom.

## 10 Contact details

- 10.1 Contact details Customer Care:

Phone number: +44 20 3769 4070

E-mail: [customercare@eu.ecco.com](mailto:customercare@eu.ecco.com)

Address: ECCO Europe Service Center sp. z o.o., Żwirki i Wigury 16B, 02 - 092 Warszawa, Poland, attn.: Customer Care

## 11. Return form

To ECCO (Poland) Sp. Z.o.o, ul. Sokolowska 24, 05-806 Sokolow, Poland

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate