

# GENERAL PURCHASING TERMS AND CONDITIONS



## **GENERAL PURCHASING TERMS AND CONDITIONS**

### **1. The Parties**

One: Pikostore S.L.U. (hereinafter Pikolinos), holder of tax I.D. (N.I.F.) number B53906590 and domiciled at Calle Galileo Galilei 2, Elche (Alicante), email address [info@pikolinos.com](mailto:info@pikolinos.com) and on-line customer service telephone number +34 966061399, assignee of the Internet domain <https://www.pikolinos.com/lu-en/> and other websites with the same address but with generic top-level domains (gTLDs) and country code top-level domain names (ccTLDs) (hereinafter the Website or [www.pikolinos.com](http://www.pikolinos.com)) pursuant to the existing website assignment agreement with the assignee Pikolinos Intercontinental S.A., holder of N.I.F. A53238713 and domiciled at Calle Galileo Galilei 2, Elche, (Alicante) and

Two: the purchaser, understood to mean any user in accordance with the provisions of the Specific Registration Conditions, of legal age according to Spanish legislation, who accesses [www.pikolinos.com](http://www.pikolinos.com) and completes the procedure therein, including acceptance of these conditions, to acquire one or more products from the catalogue.

### **2. Purpose**

The purpose of these Terms and Conditions is to govern purchase by the purchaser of any of the products provided by Pikolinos on this website in exchange for the appropriate monetary consideration according to the provisions of Stipulation 4 below.

### **3. The purchasing process**

#### **3.1. How to place an order**

The purchase process is simple and can be done on the Website itself. To make a purchase on the Website, all you have to do is browse the product catalogue and add the items that interest you to your shopping cart, specifying the quantity and the sizes you want. If there are no size options, please select the only size available.

Once you have selected the items you wish to buy:

- Click on the shopping cart and select “Purchase”. You can modify your order at this point by simply adding products to the cart or removing them.
- You will now be asked to review the information displayed on the screen, add any missing data and select the means of payment. You can currently choose from the following means of payment:
  1. We accept Discover, Diners, American Express, Mastercard and Visa debit and credit cards. In this case we will need you to provide us with information about your card for the sole purpose of processing the payment.
  2. Paypal: for further information visit <https://www.paypal.com>
- After reviewing the products in your cart to avoid mistakes, accept the conditions and proceed with payment by the means you have selected in order to complete the purchase.
- Pikolinos will send a message confirming your order and also confirmation of the associated payment (if any). The purchase confirmation email will be accompanied by an electronic receipt containing the details of the transaction: prices of the purchased product(s), applicable taxes and shipping costs (if any).

You expressly agree to accept a digital invoice, although you can indicate your desire to receive a printed at any time by sending an email to: [info@pikolinos.com](mailto:info@pikolinos.com). In this event we will send you a printed invoice at no extra cost.

- You will receive your purchase in the delivery time indicated on the Website.
- If you choose a Pikolinos store to collect your order and, for reasons not attributable to us, it has not been picked up within fifteen (15) days from

the date on which it was available for collection, we will assume that you wish to cancel the contract and we will consider it terminated. As a consequence of termination of the contract we will return all payments made — including shipping costs — once the returned product has been received in our Logistic Centre.

#### **4. Prices, Shipping and Delivery**

The product prices displayed on the website are set by Pikolinos, are in EUROS and include VAT and any other applicable taxes. Nevertheless, tax-related information is subject to changes as a consequence of changes in the taxes themselves.

Pikolinos only ships to Luxembourg. If you want to use this Website to place an order from another country, of course you can do so. However, please note that you must provide us with a shipping address in Luxembourg.

Transport and delivery of your purchases is free for orders in excess of € 50. A packaging and shipping fee of € 5 will be charged on orders of less than € 50.

The Website may include promotions, discounts, free numbers, etc. The respective windows will inform you of these aspects and of any conditions that may apply to your use of the same.

We will send your purchases within the delivery period displayed on the Website except in the event of special circumstances deriving from customisation of the product or event of force majeure (understood as an unpredictable extraordinary circumstance) and always within thirty (30) days counting from confirmation of the order.

#### **5. Acceptance of the General Purchasing Terms and Conditions**

When you place an order entirely through [www.pikolinos.com](http://www.pikolinos.com), you must read the purchasing conditions and expressly accept them by clicking on the check box — the default status of which is unchecked — at the end of the purchasing process.

#### **6. Right of cancellation**

Pikolinos provides for the option of cancelling a purchase contract within thirty (30) calendar days from receipt of the order, without having to give a reason, provided that the product has not been used or damaged. In the case of an order that includes several products to be delivered separately, the return period shall begin on the date of actual receipt of the last item in the order.

If you wish to exercise your right of cancellation you must notify us by sending a clear and concise statement to that effect through one of the following channels:

- a) By email to [info@pikolinos.com](mailto:info@pikolinos.com) or by postal mail to: Calle Galileo Galilei 2, Elche, 03203 Alicante, Spain. You may use the following cancellation form if you wish, but it is not compulsory.

<p>Cancellation form</p> <p>(You only have to fill in and send this form if you want to cancel the contract)</p> <p>To the attention of Pikostore S.L.U., Calle Galileo Galilei 2, Elche, 03203 Alicante, Spain. Email: <a href="mailto:info@pikolinos.com">info@pikolinos.com</a>:</p> <p>I hereby inform you that I wish to cancel my sales contract for the following item [define product] received on [insert date of receipt of order].</p> <p>Full name: _____ Address: _____</p> <p>Date: __/__/</p> <p>Signed: _____</p>
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- b) By using the pre-established forms on the website:
  - a. If you are registered on the Website, i.e. you have an account, use your access data to go to the private area and click on "My Orders". Select the order that contains the product you wish to return, select the article and click on RETURN. Pikolinos will send you an email confirming that we have received your intention to return the products and explaining the remaining steps.

- b. If you do not have an account on the Website you can locate the order at <https://www.pikolinos.com/lu-en/localizar-pedido/> using the email address you used when making the purchase and the order number that we sent you in the order confirmation email. Click on the article in question when the order is displayed and select RETURN. Pikolinos will send you an email confirming that we have received your intention to return the products and explaining the remaining steps.

If you use the forms provided on this Website to request a return, you will receive an email from Pikolinos containing a return locator. You must notify the Post Office of this alphanumeric code to enable them to print the return label that has been recorded in their system. You do not need to print out the whole email: showing the full code itself at the Post Office is sufficient.

There is no charge for returns.

Using one of the above options, you must return the products in question within fourteen (14) calendar days counting from the date on which you notified us of your desire to return the article or articles.

- Consequences of cancellation

In the event of cancellation we will refund all payments received after the purchase, including delivery costs, without undue delay and always within fourteen (14) calendar days from the date on which we were notified of your decision to cancel. The only payment we will not refund is any additional cost resulting from your choice of a means of delivery different from the least expensive ordinary delivery method that we provide. We may retain the refund until we have received the goods or until you send us documentary proof of return, whichever happens first.

The purchaser shall only be responsible for impairment of the value of the returned goods if they have clearly been handled in excess of what would be required to unpack them and establish their nature, size, features or function.

The goods must be returned in identical conditions to those in which they were delivered, including all their containers and wrappings.

All amounts reimbursed shall be paid by the same means of payment as was used to make the purchase.

- Further information

You are expressly informed that the return period indicated above could be extended to sixty (60) days at sale time or during special promotions. In these cases you will be notified on the Website with the exact start and end dates of the extended return period of 60 days.

If what you want to do is change the article for an identical one in a different size, simply return the purchase following the steps explained above and place a new order independently of the return process.

## **7. Obligations of the parties**

### **7.1. Pikolinos' obligations**

Pursuant to these Terms and Conditions, Pikolinos undertakes to:

- Do everything in our power to take the steps required to ensure that customers receive their orders as soon as possible.
- Provide the customer with the documentation required to take delivery of the order.
- Comply with all other obligations set forth in these Terms and Conditions or in any other applicable conditions.

### **7.2. Purchaser's obligations**

By accepting these Terms and Conditions, the customer agrees to:

- Pay the amounts associated with the purchase in due time and form including all fees, taxes and any other costs specified during the purchase process. Failure to pay the price of the selected articles in the final step of

the purchase process shall exempt Pikolinos from any obligation whatsoever to provide and deliver the goods.

- Submit only true and accurate data when asked to provide information during the purchasing process.
- Assume the responsibility for failing to meet the requirements specified by Pikolinos to place orders or for not possessing the documentation required to make purchases on-line.
- Comply with any other obligations set forth in these Terms and Conditions or in any other conditions that may be applicable such as the general conditions of use or the particular registration conditions and assume all responsibility deriving from said non-compliance, holding Pikolinos totally harmless.

## **8. Legal guarantee**

You are expressly informed that we provide a warranty in compliance with the legal guarantee of two (2) years from delivery of the item when you place an order for any products that we market by means of this Website.

## **9. Waiver**

Pikolinos expressly declines all responsibility for loss and damage suffered by a customer for reasons attributable to the same.

Pikolinos only accepts responsibility for loss and damage caused to the customer deriving from a fraudulent act or wilful misconduct of Pikolinos in connection with purchases made through this Website.

Pikolinos declines all responsibility for acts or omissions including, but not limited to, the following:

- The products acquired through [www.pikolinos.com](http://www.pikolinos.com) are of no use to the purchaser. In particular, the above applies to the usefulness of living material acquired through the website since it depends on circumstances such as the weather, climate, environmental conditions, etc.
- The suitability of the products to the purchaser's real needs.



- Personal or material loss and damage as a result of use of the products.
- Damage to products caused by the delivery carrier.
- Failure to comply with its obligations for reasons of force majeure such as internal or external strikes, natural catastrophes, non-compliance by the company in charge of transport, etc., among others.

The customer hereby recognises that the products ordered are purchased at their own risk. The activity of Pikolinos is limited to execution of the actual tasks required to deliver the products selected by said customer. Pikolinos declines all responsibility for the choice of products by the purchaser even when Pikolinos has provided advice in this respect, or for the customer's lack of diligence in checking the specifications of the products before ordering them.

At all events, the responsibility assumed by Pikolinos vis-à-vis the purchaser shall never include loss of potential income under any circumstances whatsoever and shall be restricted to the total amount received from the purchaser pursuant to the monetary stipulations set forth in these Terms and Conditions.

## **10. Compensation**

Failure by the purchaser to comply with these Terms and Conditions or any other applicable rules and regulations may grant Pikolinos the right to claim compensation for loss and damage. Consequently, the purchaser shall be obliged to compensate Pikolinos for any loss or damage including court costs and legal fees.

Likewise, any legal action taken by third parties against Pikolinos for reasons attributable to the purchaser shall entitle the former to claim for all expenses, costs, loss and damage deriving from said legal action and the purchaser shall hold Pikolinos entirely harmless.

## **11. Amendments**

Pikolinos reserves the right to update and/or amend these Terms and Conditions at any time without prior notice.

Said changes shall come into effect on their publication date on [www.pikolinos.com](http://www.pikolinos.com) by any medium or form.

Changes made to these Terms and Conditions will only affect purchasers who accept them after said updates or amendments.

## **12. General considerations**

### **12.1. Waiver and interpretation of these Terms and Conditions**

These Terms and Conditions, particular conditions agreed at any time and any other conditions applicable to the purchaser constitute the only agreement between the purchaser and Pikolinos.

These Terms and Conditions shall prevail over the provisions of any other terms and conditions agreed by and between Pikolinos and the purchaser in the event of contradiction between the provisions of these Terms and Conditions and said others, unless the latter specifically provide to the contrary.

The failure of either party to demand full application of these Terms and Conditions or strict compliance with any of their stipulations due to special circumstances at any time shall not be taken to mean full or partial amendment of the same or as waiving strict compliance with all these Terms and Conditions in the future.

If any of the clauses or parts of these Terms and Conditions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be impaired in any way and the Parties shall negotiate new wording in good faith as similar as possible to the replaced part. The party affected by replacement may choose to terminate the contract if said replacement is deemed to be impossible and the stipulation concerned is deemed to be essential for these Terms and Conditions.

Any reference made in these Terms and Conditions to a repealed article or body of legislation shall be understood to refer to the equivalent provision that replaces it.

## **12.2. Language**

These Terms and Conditions are written in Spanish. Translations into other languages are provided as a measure of courtesy for the customer's convenience. The customer hereby agrees that the contract shall be governed at all times by the Spanish language version, which shall prevail in the event of discrepancy between the Spanish and any translation of the same into another language.

## **13. Complaints, claims and out-of-court dispute resolution**

You can contact us by means of the contact forms in the Customer Service tab or by calling our telephone numbers, writing an email or sending a letter by postal mail to the address in the first paragraph of these Terms and Conditions to make a complaint or lodge a claim. We have official complaint forms available to consumers and users. Any complaint or claim lodged before our customer service department will be dealt with in the shortest possible time and always within the legally established period. They will also be recorded with an identification and tracking code of which you will be informed. If you consider that your rights as a consumer have been infringed you can send your complaints by email to: [info@pikolinos.com](mailto:info@pikolinos.com) to request an out-of-court dispute resolution.

In accordance with Regulation (EU) 524/2013 you are hereby informed that if you have acquired a product from us through our website, you are entitled to request an online dispute resolution for consumer disputes at the official website of the European Union: <http://ec.europa.eu/consumers/odr/>.

## **14. Applicable law and jurisdiction**

The relationship between Pikolinos and the user shall be governed by Spanish law.

Any discrepancy that may arise related to the use of the Website or to interpretation or execution of the contract governed by the same shall be submitted to the non-exclusive jurisdiction of the law courts of Spain.

The law courts of the city of Elche or, in the absence of mercantile courts in Elche those of Alicante, shall be competent to settle differences between Pikolinos and other companies.

Nothing set forth in this clause shall affect the rights of consumers under the currently applicable legislation if the contract is entered into by a natural person.