

TERMS & CONDITIONS

General

The following terms and conditions apply to all orders placed by the customer (hereinafter referred to as "you") with Ines Österreicher e.U. hereinafter referred to as "pintoponto" or "we", at Pintoponto Online (also referred to as the "website" or pintoponto.com).

By using this website and/or placing an order you agree to be bound by the terms and conditions set out herein (the "Terms").

Please make sure you have read and understood the terms and conditions before placing your order.

We reserve the right to amend these Terms from time to time without prior notice to you. The version of the Terms that will apply to your order will be those on the website at the time you place your order. Any court proceedings brought in relation to these Terms must be heard within Austria.

Prices and delivery charges

The prices displayed at pintoponto.com are the last prices and include also a delivery charge.

So the delivery is free of charge and costs € 0,- (In words: zero euro).

When goods are in our warehouse and are in stock we deliver within 3-5 working days of approving your order. If delivery is likely to be longer, we will give you a likely delivery date.

Ordering / conclusion of contract

Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation. If for any reason we are unable to fulfil your order, we will let you know at the earliest opportunity. If payment for an order is processed and if we have already accepted payment for the order, this will be refunded to

your account or the card which you made payment.

We reserve the right to accept in part or in full, or decline, any order.

Delivery

Pintoponto exercises the utmost diligence in accepting and processing orders and will endeavour to deliver your order to an address anywhere in the European Union (only!).

Pintoponto also endeavours to despatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 4 to 6 working days following confirmation of an order.

For delivering requests outside the European Union please contact us via email.

Once you have placed your order, you will be notified of the expected delivery details. If these details are not acceptable you have the option to cancel the order.

Any items delivered to you will remain the property of Pintoponto until payment is made in full. However, the responsibility of keeping the items in a reasonable condition will be passed on to you following delivery.

Distance Selling Regulations

Under the Distance Selling Regulations you have a "cooling off" period of fourteen (14) days (including weekends and day offs) - beginning the day after confirmation of your order - to cancel your order and receive a full refund, including delivery costs.

If you wish to cancel your order please provide us with notice in writing either by post, or by email, in each case within the fourteen day cooling off period. Please then return the item as set out below and we will provide a full refund to your account or to the card used to purchase the item (or, if the item has not yet been paid for, reflect the return of the item in your account balance) within 30 days of receiving your notice of cancellation.

Returns Guarantee

In addition to the cooling off period under the Distance Selling Regulations, we offer our own returns guarantee. If you change your mind or are not completely satisfied with any item(s), Pintoponto guarantees to refund (or if you prefer, replace) any such item(s), provided that all items have been kept in reasonable condition prior to their return. In particular, this means the item(s) must not have been damaged, soiled, washed, altered or worn

(other than to try the item on) and that any labels or tags are still intact. To take advantage of our returns guarantee, simply return the item to us in good condition within 28 days of receipt.

A full refund will be provided within 30 days of us receiving your returned item(s) (excluding the EUR 4,50 delivery cost).

Our Liability

We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents.

If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach. Losses are foreseeable where they could be contemplated by you and Pintoponto at the time you placed your order.

Pintoponto is not responsible for: indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time you placed your order, for example loss of profits or loss of opportunity; or failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is

due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

Our total liability to you for any loss or damage arising in connection with this Agreement shall be limited to the total price of your order.

Nothing in these Terms is intended to affect your statutory rights.

Protection of privacy

The Data Protection Act 1998 sets out requirements for how we store and disclose your personal information. Pintoponto assumes responsibility for all personal information that you make available to us. The details are used for verifying, accepting and processing delivery agreements and for managing the customer relationship thereby arising, pursuing outstanding payments, combating fraud and misuse and complying with statutory regulations.

Colours

If there are colour differences between the colours shown on the website on your computer and the actual colours of the garments, this may be due to the colour reproduction on your computer.

Guarantee

If there are defects in the goods you have purchased, Pintoponto abides by all statutory guarantee regulations. If you have a complaint regarding obvious material or manufacturing faults in goods that we have

supplied, including damage incurred in transit, please let us know by returning the goods to us with the provided pre-paid label.

Assignment

Pintoponto reserves the right to assign any claims for payment that are due and have arisen in connection with goods deliveries, including any payment instalments and charges due, to third parties. Pintoponto also reserves the right to pledge any due claims of the above type to third parties.

Severance

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other Terms shall continue to apply.

Ownership of rights

All rights, including copyrights at pintoponto.com Shop Online remain with Pintoponto - Ines Österreicher e.U.

Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Pintoponto.

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