

**PIKOLINOS**



# GENERAL CONDITIONS OF PURCHASE

## 1. Parties

Pikostore SLU (hereinafter, Pikolinos), Tax ID (NIF) B53906590 and registered address calle Galileo Galilei n 2, Elche (Alicante), assignee of the domain name of the website [www.pikolinos.com](http://www.pikolinos.com) and other websites with the same address but with generic top-level domains gTLDs and domain names corresponding to country codes or ccTLD (hereinafter, the website, site or [www.pikolinos.com](http://www.pikolinos.com)), under contract of assignment of the existing website with the assignee Pikolinos Intercontinental SA, Tax ID (NIF) A53238713 and registered address calle Galileo Galilei n 2, Elche (Alicante), and the buyer, where this means any user as specified in the Special Registration Terms and Conditions, of legal age in accordance with Spanish law, who enters [www.pikolinos.com](http://www.pikolinos.com) and completes the steps shown there for purchasing one or more of the products in its catalogue, including acceptance of these terms and conditions.

## 2. Purpose

The purpose of these Conditions is to regulate the purchase by the Purchaser of any of the products offered by Pikolinos on its Website in exchange for the corresponding monetary consideration under the provisions of Clause 4 below.

## 3. Purchase process

The purchase process is simple and may be carried out via the Website itself. To buy on the Website, any Registered User must navigate through the Website's product catalogue and add products of interest to the basket, specifying the number of units and their size, if appropriate (if there is only one size, the single available option must be selected). It is not possible to add products to the basket without being identified as a Registered User on the Website.

Having done this, the Registered User must:

- Click on the basket and then click "Buy". Registered Users can modify the order by adding or removing products.
- At this point the Registered User is asked to check the information shown on the screen, add any information needed and select the payment method chosen. Currently, the payment methods available are:
  1. Debit or credit card: payments using Discover, Diners, American Express, MasterCard and Visa cards are accepted. In this case the User must provide the information related to the card for the purpose of processing payment
  2. PayPal: for more information see <http://www.paypal.com>.
- After this, the Registered User must check the order and, depending on the payment method chosen, make the payment and confirm the decision to purchase and complete the transaction, following acceptance of these Conditions.
- Pikolinos will confirm it has received the Purchaser's decision to purchase, and where appropriate will confirm the payment. It will then send the corresponding invoice by e-mail if necessary. By accepting these General Conditions of Purchase the Purchaser is understood to agree to the submission of the electronic invoice. The Purchaser may object to this at any time in writing to [info@pikolinos.com](mailto:info@pikolinos.com).
- The order will be received by the Purchaser within the period indicated on the Website.

## 4. Pricing and delivery policy<sup>1</sup>

The prices of products appearing on the Website are set by Pikolinos and shown in EUROS, including VAT or any other taxes applicable. However, information related to taxes is liable to modification as a result of changes in tax rates.

Product shipping and delivery costs shall be those indicated on the Website at any time, depending on the products ordered.

Costs derived from the choice of cash on delivery as a method of payment shall be those indicated on the Website during the purchasing process.

The Website may include promotions, discounts, freephone numbers, etc. These will appear on the screen, as will any conditions applicable to them.

Pikolinos will only ship to Austria. If you want to place an order from another country on this website; you need to purchase from [www.pikolinos.com](http://www.pikolinos.com) choosing the shipping country available.

## 5. Acceptance of the General Conditions of Purchase

When the purchase is made entirely through the Website, the Purchaser must read these Conditions and expressly accept them, clicking the corresponding consent box, which is unmarked by default, at the end of the purchasing process.

## 6. Right of withdrawal

Pikolinos offers the Purchaser the possibility of withdrawing from the purchase for any reason, within thirty calendar days following the date when the last product ordered was received. To do so, the Purchaser must access his private area on the Website with his login data, click on “My Orders”, select the order in which the product whose purchase he wants to cancel is included and select the article. Pikolinos will send him an e-mail confirming it has received his decision to cancel.

The Purchaser may also notify Pikolinos of his wish to cancel by any other means, for which he may use the form provided below:

### Cancellation form

(This form must only be filled in and sent if you want to cancel the contract)

Attn: Pikostore S.L.U, calle Galileo Galilei, 2, 03203 - Elche (Alicante), Spain, with the e-mail address [info@pikolinos.com](mailto:info@pikolinos.com):

I hereby notify that I wish to cancel my contract to purchase the following [define product], received [enter date of product reception].

Name and surname(s): \_\_\_\_\_

Address: \_\_\_\_\_

Date: / / \_\_\_\_\_

Signature: \_\_\_\_\_

Within fourteen (14) days of notifying his intention to cancel, the Purchaser must return the products

<sup>1</sup>Any restrictions on deliveries must be specified.

whose sale he has cancelled by sending the product by post, properly packed and with all the original packaging, indicating to the Postal Service officer the return number that Pikolinos has sent him by e-mail. The Purchaser will not have to pay anything for the return.

If the Purchaser chooses another method for the return, he must pay the cost and send it to the following address: Pikostore S.L.U., calle Galileo Galilei 2, 03203 - Elche (Alicante), Spain.

From the time when Pikolinos receives confirmation that the Purchaser has returned the product(s) whose purchase he has cancelled, or when it has received them (whichever comes first), Pikolinos will return the sums paid, through the same means as that used for the purchase.

The goods must be returned in identical condition to that in which they were delivered, with all their containers and packaging.

If the Purchaser wishes to change the product for a similar one but of a different size, he must cancel the original purchase and make another.

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

### **7.1. Obligations of Pikolinos**

Pursuant to these Conditions, Pikolinos agrees to:

- Make its best efforts to executive the steps necessary for the Purchaser to receive the order.
- Make available to the Purchaser the documentation needed for the order.
- Comply with any other obligations included in these Conditions or any other conditions that are applicable.

### **7.2. Obligations of the Purchaser**

By accepting these Conditions, the Purchaser agrees to:

- Pay on time and correctly the corresponding amounts, including taxes, fees and any other costs specified during the purchase process. Lack of payment, if this does not occur at the last step of the purchasing process, releases Pikolinos from compliance with its obligations.
- Answer for the truth and accuracy of any information that may have been provided in carrying out the purchase.
- Assume any liability arising from a breach of the requirements set by Pikolinos to determine the status of Purchaser, or from not having the documentation required to make the order.
- Comply with any other obligations included in these Conditions, or in any other conditions applicable, such as the General Conditions of Use or the Special Registration Conditions; and assume any liability derived from their breach, holding Pikolinos fully harmless.

## **8. Guarantees**

The legal guarantee under the provisions of the Codified Text of the General Law on the Protection of Consumers and Users is applicable.<sup>2</sup>

## **9. Exclusion of Liability**

<sup>2</sup>Include any additional guarantees offered by Pikolinos for their products.

In no case shall Pikolinos be liable for any damage caused to the Purchaser for reasons imputable to the latter.

Pikolinos shall only be liable for damage caused to the Purchaser as a result of the purchases carried out through the Website if such damage is the result of deliberate action on its part.

Pikolinos shall not be liable for the following, among others:

- The use that the Purchaser may make of the products acquired through the Website. In particular, the use of the living material acquired through the Website, as this depends on circumstances such as weather, seasonal, environmental conditions...
- The suitability of the products to the Purchaser's real needs.
- Personal or material damage caused as a result of the use of the products.
- Damage to products that has been caused by the company responsible for their transport.
- Breach of its obligations for reasons of force majeure such as, but not limited to, internal or external strikes, natural catastrophes, non-compliance by the company responsible for the transport, etc.

The Purchaser recognises that the products ordered are acquired at his own risk. The activity of Pikolinos is limited to the execution of the material tasks needed to ensure delivery of the products that have been selected. In no case is Pikolinos liable for the choice of products made by the Purchaser, even if Pikolinos has provided advice in this respect, or for the lack of diligence on the part of the Purchaser in checking the specifications of the products that have been ordered.

In any case, the liability assumed by Pikolinos with respect to the Purchaser shall in no case include loss of earnings, and will in any event and for any reason be limited to not more than the total amount received by Pikolinos from the Purchaser in accordance with the clause on financial terms in these Conditions.

## **10. Indemnity**

Breach by the Purchaser of these Conditions or any others that are applicable may harm Pikolinos. The Purchaser is therefore obliged to compensate Pikolinos for any damage, harm, loss or cost (such as lawyers' or court agents' fees).

If due to a breach by the Purchaser any kind of claims or proceedings are initiated against Pikolinos, the Purchaser must hold Pikolinos harmless from them, and Pikolinos may claim any expense, cost, harm or detriment derived from them..

## **11. Modifications**

Pikolinos may update and/or modify these Conditions at any time without the need for prior notice.

These modifications shall enter into force starting with their publication on the Website through any means and in any form.

The modification of these Conditions shall only affect Purchasers who accept them after this modification.

## **12. General matters**

### **12.1. Saving clause and interpretation of these Conditions**

These Conditions, the Special Conditions accepted at any time and any other conditions applicable to the Purchaser constitute a single agreement between the Purchaser and Pikolinos.

If there is any conflict between the provisions of these Conditions and any other conditions entered into by the parties, the terms and conditions of these Conditions shall prevail over the others, unless the stipulations included in them expressly establish otherwise.

If one of the parties does not require strict compliance with any of the terms of these Conditions at any time, due to impracticality or inconvenience, this does not constitute, and may not be interpreted as, a total or partial modification of these Conditions, nor as a waiver by the party of the requirement for strict compliance with them in the future.

The declaration of one or more of the clauses in these Conditions as null and void by a competent authority shall not render invalid any of the other clauses. In this case, the parties to the contract undertake to negotiate a new clause as similar as possible to the previous one to replace it. If it is not possible to replace the clause and it was an essential part of these Conditions, in the opinion of the party harmed by its removal, the latter may choose to terminate the Conditions.

Any reference made in these Conditions to an article or regulations that have been repealed shall be understood to refer to the equivalent provision replacing it.

### **12.2. Language**

The language applicable to these Conditions is Spanish. Any versions in other languages have been provided as a courtesy to assist the Purchaser. However, the Purchaser expressly accepts that the Conditions shall always depend on the Spanish version.

If there is any conflict between what the Spanish version of these General Conditions of Purchase and any of their translations say, the Spanish version shall in all cases prevail.

### **12.3. Legislation and jurisdiction**

The relations between Pikolinos and the Purchaser arising as a result of the acceptance of these Conditions shall be subject to Spanish legislation and jurisdiction.

To resolve any disputes or conflicts between Pikolinos and a Purchaser who is considered a consumer and user under applicable law on this matter, the two parties shall submit to the courts of the place of residence of the Purchaser, expressly waiving any other venue that they may be entitled to.

If the Purchaser is not considered a consumer and user under applicable law, the parties shall submit to the courts of the city of Elche, expressly waiving any other venue they may be entitled to, unless another jurisdiction is expressly stipulated by law.

Remember that if you have any problem with a contract or purchase, you may use the European Union's online conflict resolution system. The link is as follows: <https://webgate.ec.europa.eu/odr/>