

Terms and conditions of purchase

The following terms and conditions are effective as of 1 February 2020.

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§1. General

We want our customers to have the best possible experience each and every time they shop with us. For this reason, it is important that we always offer reasonable terms and clearly explain what does and does not apply.

These general terms and conditions apply to all purchases from Eton AB (corporate identity number: 556255-2439) (“Eton”) online (e-commerce). A requirement for buying Eton’s products via www.etonshirts.com is that you are 18 years of age or older.

By using etonshirts.com and/or placing an order with us, you accept the terms as stated in this document. Please make sure you have read and understood these terms before placing your order.

Should there be any discrepancies between our general terms and conditions and compulsory legislation, the law takes precedence. A prerequisite of this is that you the customer are an individual private client and are buying for personal use.

We reserve the right to change these terms and conditions as required without notifying you in advance. The version of the terms and conditions that applies to each order is the version available at etonshirts.com at the time the order is placed.

§2. Ordering

We place considerable emphasis on offering secure payment options and reliable deliveries. Once Eton has received your order, an order confirmation will be sent to the e-mail address you provided when you placed your order.

The binding agreement between you and us comes into effect when we send an order confirmation to you by e-mail. These general terms and conditions form part of this agreement. If it is not possible for Eton to deliver your order for any reason, we will contact you as soon as

possible. Wherever possible, we will offer you an alternative solution. If you accept our proposed alternative solution, a binding agreement will come into effect.

Shop with confidence with the right to cancel

If you change your mind, you can cancel your order. To change your order, [contact Eton](#) and state your order number. We must receive your cancellation before your order has been packed.

More details on how to use and shop at etonshirts.com can be found in our [FAQs](#).

§3. Prices and fees

Prices are stated in local currency including VAT at the current rate.

Fee for uncollected shipments

If you do not collect your order, we will charge a fee covering our shipping and handling costs. This fee is necessary to cover shipping and handling costs. Please note that if you do not accept or collect your order, this is not considered to mean that you have notified us that you are cancelling your purchase. Please see §8 *Right of withdrawal and exchange* below for more information.

Promotions

Promotions and special offers advertised at etonshirts.com are valid for as long as stocks last.

§4. Products and range

All the products we offer at etonshirts.com are tailored for use on the Swedish market. This means, for example, that the products meet Swedish environmental requirements and safety regulations, as well as current EU regulations and laws with regard to the use of chemicals (REACH).

Color reproduction of product images

The product images shown at etonshirts.com should reflect the color and other properties of the product in the most realistic way possible. Since color reproduction can vary depending on the type of monitor used to view the website or depending on the calibration of the screen, we cannot guarantee that the colors you see on your screen exactly reflect the colors of the products.

§5. Payment

Eton always wants to offer you the easiest, most secure payment methods possible. Current payment methods can be found under "[FAQs](#)".

§6. Fulfillment

Eton will start to fulfill the agreement once you receive your order confirmation. Eton will have fulfilled its side of the agreement once delivery of the ordered products is complete and the products are in your possession. You, the customer, will have fulfilled your side of the agreement once you have received the delivery and paid for your products as agreed.

§7. Delivery

We will work with one of our logistics partners to deliver directly to the address you provided when placing your order. Eton ships orders every working day, so delivery times are calculated from the next working day.

Shipping costs:

Eton offers free standard delivery no matter what you order.

Delivery times:

The delivery time for a product is stated on the product page at etonshirts.com. If the order includes products that are out of stock, the delivery time may be longer than normal. If this is the case, the order may be delivered once all the products are in stock to avoid unnecessary transports. During peak periods, such as during sales, it may take longer to deliver your order. We nevertheless work hard to give you the best possible experience.

Delivery delays

If your delivery is delayed, you can cancel this agreement at no charge.

Transfer of risk

Eton assumes the shipping risk until your order has reached you.

§8. Right of withdrawal and exchange

Right of withdrawal

If you enter into this agreement as an individual private client, you have the right to withdraw from this agreement in accordance with local regulations on distance selling. This right of withdrawal does not apply to business to business transactions.

The right of withdrawal is valid for 60 days. This period is calculated from the date you receive the product(s). For the right of withdrawal to apply, the products in your order must be returned in the same condition in which they were received. This means that you must not have used the products to a greater extent than required to check the size, fit, etc.

Once Eton receives your return, Eton will refund what you have paid within 14 days. Should you return fewer products than what you originally ordered, Eton will refund the cost of only the product(s) you return.

Please note that products that have been specially made or altered at your request or otherwise customized are not included in this right of withdrawal.

Exchange

We do not currently exchange products. If, for example, you order the wrong size and want to change it, you must first return the incorrect size and then place a new order.

Please see §10 *Returns* below for information on the returns procedure when returning products.

§9. Complaints and warranty

Complaints

If you have purchased a product as a private customer, you can raise a complaint about the

product if it is defective. Your right to complain covers defects present when you receive the product and is valid for three years from when you receive the product. Your right to complain also covers defects caused during the transport of the product to you. (Please see “Complaints in respect of transport damage” below.) A product that is different to what has been agreed between you and Eton or is otherwise faulty may also be deemed to be defective. Defects due to damage caused by you are not considered to be defects present when you receive the product. If you raise a complaint regarding a defective product more than six months after you received the product, you are also responsible for proving that the defect was present when you received the product. Consequently, Eton recommends that you always inspect the products when they are delivered and contact us to report any defects as soon as possible. Quality is important to us, as is your being satisfied with Eton’s products. When raising a complaint about a defective product, you are firstly entitled to have the defect rectified, or else to receive a non-defective product. In some cases, you are entitled to withdraw from the agreement and get back what you paid. If your complaint is upheld, you will not be liable for any costs arising from the complaint. For example, the cost of returning a defective product will be reimbursed by Eton. Please note: You should seek to minimize any costs that arise in the case of a defective product.

Contact details for complaints

E-mail: care@etonshirts.com

Returns in case of a complaint

Please contact Eton to arrange the return of defective products or materials.

§10. Returns

When returning products to Eton, the products must be packaged so as to protect them during transport. Eton therefore requires you to package the products in the same way and using the same or similar packaging as when the products were delivered to you. If you have packaged the products improperly and they are damaged during transport to Eton, you are responsible for the damage.

Return instructions

Instructions for our return procedure are included with each shipment. Please [contact us](#) if these are missing.

Fees

Returns at etonshirts.com are always free of charge.

Refunds

We will refund your money within 14 days of Eton receiving the shipment back from you when you exercise your right of withdrawal, or if a refund is agreed in the case of a complaint.

§11. Reservations

Reservation for cancellation of agreement

Eton reserves the right to rescind the agreement if the customer has acted in bad faith if the customer was aware of or should have recognized errors, such as errors relating to information, pricing, or quantity, etc. at etonshirts.com. If this right is invoked, the customer is not entitled to damages or other compensation from Eton.

Reservation for changes

Eton reserves the right to amend the content of etonshirts.com without providing prior notice. This includes, but is not limited to, the product range, prices, and promotions. Any such amendments do not affect any agreement that you and Eton have already entered into.

§12. Limitation of liability

Force majeure

Eton has the right to postpone the timing of its fulfillment under this agreement or to terminate its obligations under this agreement without any obligation to compensate you as a customer in the event of the action or omission of a public authority, new legislation, labor conflict, war or act of war, significant public disorder, sabotage, extreme weather conditions, fire, explosion, natural disaster, accident, or other circumstances outside of Eton's control and which Eton could not reasonably have overcome or foreseen.

External links

Eton is not responsible for any damage or issues with a customer's hardware or software arising from the customer's use of external links published at etonshirts.com.

Reservation for price fluctuations, other barriers to trade, and changes to taxes and fees

Eton reserves the right to terminate the agreement in the event of price fluctuations, other barriers to trade such as a lack of raw materials or necessary components, or changes to taxes and fees that are of significance to the agreement that render Eton unable to fulfill its obligations under this agreement. Should this occur, you will not be entitled to damages or other compensation from Eton.

Reservation for delivery delays outside of Eton's control

If a delivery is delayed due to circumstances outside of Eton's control, Eton will not be considered liable for damages due to this delay. Should this occur, the customer is not entitled to damages or other compensation from Eton unless otherwise specifically agreed between Eton and the customer or pursuant to a provision in compulsory legislation.

Eton takes responsibility for any personal injury or death caused by negligence on the part of Eton's employees or agents. Eton does not waive its liability for incorrect information knowingly provided by either an Eton employee or another representative on Eton's behalf at the time this agreement is entered into. If Eton violates these terms and conditions, a condition of Eton's liability to compensate any losses is that those losses are a reasonably foreseeable consequence of the violation.

Eton is not liable for indirect loss or damage, such as lost earnings or lost business opportunities, or for the failure to deliver the goods or fulfill any of Eton's other obligations under these terms and conditions if this is due to circumstances outside of Eton's control, which include but are not limited to fires, floods, storms, riots or similar disturbances, war, nuclear accidents, or terrorism. Eton's maximum liability to you for any damage or losses arising in connection with your order at etonshirts.com is limited to the total amount of your order.

§13. Personal data and confidentiality

Please refer to Eton's [Privacy Policy](#).

§14. Miscellaneous

Police reports

Eton routinely files police reports for all fraud and attempted fraud.

Discrepancies between different versions of written material

If there are discrepancies between different versions of written material, the information published most recently is deemed to take precedence. This does not, however, apply to information that is clearly incorrect or misleading when comparing the different versions.

Intellectual property rights, logos, and trademarks

All material published at etonshirts.com, including software, logos, sound files, trademarks, text, and images, is protected by intellectual property law. This protection means that the material may not be used without the permission of the rights holder. The material may not be copied or otherwise transferred to a third party without Eton's written consent.

Purpose of the information

All information at etonshirts.com, regardless of its content, is published solely for informational purposes to enable visitors to use the website. Consequently, Eton is not liable for any consequential damages that may arise from this information being inaccurate or used for a purpose other than that stated above.

Disputes

It is important that we have a predetermined approach for resolving any issues in the best way possible for both Eton and our clients. Should a dispute nevertheless arise between you and Eton, this shall be resolved in a court pursuant to the law.

Alternative dispute resolution (ADR)

There is another option for dispute resolution for those living in the EU. You may contact a local alternative dispute resolution board if your dispute is not resolved directly with Eton.

Alternative dispute resolution (ADR) is a procedure to enable customers resident in the European Union and tradespeople established within the EU to resolve domestic and cross-border disputes in relation to the purchase of a product or service outside of a court. ADR means that the alternative dispute resolution body may intervene and propose or impose a resolution on the parties, as well as bring the parties together with a view to finding a resolution acceptable to both parties. This means that the dispute is not resolved in court but via a neutral party (such as a complaints board or consumer ombudsman) that Eton turns to should a customer initiate ADR proceedings.

The benefits to the customer and company are that potentially expensive court costs and long processes can be avoided. If a dispute is resolved through the National Board for Consumer Complaints, Eton will adhere to the decision of the board.

Contact your local dispute resolution board if you wish to initiate alternative dispute resolution proceedings or for more information.

In Sweden:

National Board for Consumer Complaints*

Box 174

SE-10 123, Stockholm

Sweden

<https://www.arn.se/om-arn/Languages/english-what-is-arn/>

*This alternative dispute resolution board is included in the national register of approved dispute resolution boards pursuant to the requirements established in accordance with Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes <http://ec.europa.eu/consumers/odr/>

Validity of clauses

If one or more provisions in this agreement are invalid or rendered ineffective by any court or supervisory authority, this shall not affect the validity of any remaining provisions in this agreement.

§15. Company information

Eton AB has its registered office in Borås.
Registered office: Stora vägen 8,
SE-507 71 Gånghester, Sweden
Corporate identity number: 556255-2439
VAT registration number: SE 556255-2439
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