

## **TERMS AND CONDITIONS OF PURCHASE**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website (www.Uterque.com) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you should not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of concluding of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form.

The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

### **2. OUR DETAILS**

Sale of goods through this website is carried out under the trademark "UTERQÛE" by ITX HELLAS SINGLE MEMBER S.A., a Greek company with its registered offices at 59 Stadiou St, Athens, Greece, with Tax Identification Number 094352564 at Athens Tax Office for Commercial Companies.

### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

### **4. USE OF OUR WEBSITE**

By using this website and/or by placing an order through it, you undertake:

- a) To use the website only to submit legitimate questions or orders.
- b) Not to place false or fraudulent orders. If we reasonably consider that such an order has been placed, we have the right to cancel the order and inform the relevant authorities.
- c) To provide us with a correct and accurate e-mail address, postal address and/or other contact details. You also agree that we may use this information to contact you should that be considered necessary (see our Privacy Policy).

If you do not give us all the information we need, we will be unable to process your order.

By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## **5. SERVICE AVAILABILITY**

Items offered over this website are only available for delivery to the following Countries: Germany (except for the island of Helgoland and the town of Büsingen), Spain, France (except for the Overseas Departments), Portugal, United Kingdom (only in Mainland), Switzerland and Greece.

If you wish to order products from this website from another member state of the European Union outside Greece, you are welcome to do so. Nevertheless, the ordered products can only be delivered to a certain address located in Greece.

## **6. HOW THE CONTRACT IS FORMED**

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, rather an invitation to treat. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, the amount of the same shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click "Order with payment obligation". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted, since it constitutes an offer that you are making to us to buy one or more products. All orders are subject to our acceptance, which you will be informed of via an e-mail in which we will confirm that the order is being sent (the "Delivery Confirmation"). The contract between us to buy a product (the "Contract") is concluded only when we have sent you the Delivery Confirmation.

Only the products listed in the Delivery Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm in a Delivery Confirmation that they have been sent.

## **7. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any respective amount that you may have paid.

## **8. REJECTED ORDER**

We reserve the right to withdraw any items from this website at any time and/or remove or edit any material or content on this website. Although we make every possible effort to process all orders placed with us, exceptional circumstances may arise in which we may need to refuse to process an order after we have already sent you an Order Confirmation, which we reserve the right to do at any time at our complete discretion.

We accept no liability towards you or towards any third party for the withdrawal of any items from this website or for the removal or editing of any material or content on this website or for refusal to process or accept an order after we have sent you an Order Confirmation.

## **9. DELIVERY**

Subject to the provisions of Clause 7 above, we will endeavor to fulfill your order for product(s) listed in the Delivery Confirmation by the delivery date set out in the Delivery Confirmation or, if no estimated delivery date is specified, then within 15 days of the date of the Delivery Confirmation unless there are exceptional circumstances.

Reasons for delay could include:

- Customization of products;
- Specialist item;
- Unforeseen circumstances; or
- Delivery area.

If for any reason we cannot meet the delivery date you will be kept informed and offered a choice of either continuing with the extended delivery time or cancellation with a full refund. Please note however that we do not deliver on Saturdays or Sundays.

For the purpose of these Terms "delivery" or "delivered" shall be deemed to have occurred upon signing for receipt of the products at the agreed delivery address.

## **10. INABILITY TO DELIVER**

If we are unable to deliver after two attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining where your parcel is and how you can pick it up. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another day.

Upon lapse of 15 days of the moment when your order is ready for delivery, without such order having been delivered on grounds not attributable to us, we shall understand that you wish to cancel the Contract and it shall be treated as terminated. As a result of the termination of the Contract, we will refund the price paid for such products as soon as possible and anyway within 30 days of the date on which we shall deem the Contract terminated. In such cases, we shall be authorized to pass on you any delivery costs and costs incurred due to the termination of the Contract.

## **11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The product shall be at your risk from the moment of delivery.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

## **12. PRICE AND PAYMENT**

The price of any products will be as stipulated on our site from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of products you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the products you will receive a full refund.

We are under no obligation to provide the product(s) to you at the incorrect (lower) price (even after we have sent you an Delivery Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as incorrect price.

The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Costs Guide.

Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation.

Once you have finished shopping and all the items you wish to purchase are added to your basket, your next step will be to go to the checkout process and make payment. To do this:

1. Click the "Shopping bag" button at the top of the page.
2. Click on the "Process order button".
3. Check the items on your shopping bag and click again on "Process order button".
4. Fill-in or check your contact details, the details of your order, the address to which you wish the order to be delivered and the invoicing address.
5. Fill in your credit card details.
6. Click "Authorize Payment"

Payment can be made by Visa, MasterCard, American Express and PayPal. To minimize the possibility of unauthorized access, your credit card details will be encrypted. Upon receipt of your order, we will make a pre-authorization on your credit card to ensure there are enough funds to complete the transaction. The amount of the purchase will not be charged to your card until your order is dispatched from our warehouses.

You can also pay all or part of the value of your order with a gift card or credit voucher, which can be issued by ITX HELLAS SINGLE MEMBER S.A.

If payment is made via PayPal the amount will be charged upon confirmation of your order.

By clicking the "Authorize Payment" button, you are representing that you are the owner of the credit card.

Credit cards are subject to validation checks and authorization by your card issuer but if your card issuer fails to authorize payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

### **13. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT).

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as transposed into the Greek VAT Code, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered (i.e. Greece), and Greek VAT shall apply at the prevailing rate in Greece."

### **14. EXCHANGE/RETURNS POLICY**

#### **14.1 Statutory right of withdrawal**

Right of Withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason. Gift card returns are governed by the relevant Terms of Use of Gift Cards.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated and by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify us at the address mentioned on Clause 2, at the telephone number 0800297667, by writing an email to [contact@uterque.com](mailto:contact@uterque.com) or by writing to our contact form, of your decision to withdraw from this Contract by an unequivocal statement (e.g., a letter sent by post or email). You may use the model as set out in the Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs for return to the original place of delivery resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### **14.2 Contractual right of withdrawal**

In addition to the statutory recognised right to cancel for consumers and users, mentioned in clause 14.1 above, we grant you a period of 30 days from the date of delivery of the products to return the products (except those mentioned in clause 14.3 below, for which the right to cancel is excluded).

Gift card returns are subject to the Terms and Conditions of Use for Gift Cards.

In case you return the goods within the contractual term of the right of withdrawal, you will get reimbursed, only, with the amount paid for said products. You will be responsible for the direct costs of returning the product. In case you do not choose any of the free return methods, mentioned in clause 14.3, you will bear the direct costs of returning the product.

You may exercise your contractual right of withdrawal in accordance with the provision of clause 14.1 above, however, you should inform us about your intention of withdrawing from the Contract after the statutory term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the delivery date.

### **14.3 Common provisions (for both forms of withdrawal)**

You cannot withdraw from the Contract if it is for any of the following items:

- Items that have been adjusted to the customer's requirements.
- Music CDs/DVDs not in their original wrapping.
- Sealed items which are not suitable for return for hygiene reasons and which were opened after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. No reimbursement will be made if the product has been used more than just inspecting it in such a way it could have been done in a physical store, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the ticket which you will have received when the product was delivered.

You will find a summary on exercising this cancellation right when you receive the order.

Upon cancellation, the respective products shall be returned as follows:

#### Returns by Courier

When returning the product(s) by Courier arranged by us, you should contact us through our web form or by telephone at 0800297667 to arrange for the product to be collected at your home. You should send the product in the same package received by following the directions on the "RETURNS" section of this website.

The abovementioned option will not entail any additional cost to you.

If you do not want to return the products using the free option available, you will be responsible for the delivery costs.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed only in case you exercise your statutory right of withdrawal (see clause 14.1) and under the condition that all the elements of which the relevant parcel consists are also returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us, as indicated above.

If you have any questions, you can contact us on our contact form or by calling 0800297667.

#### **14.4 Returns of defective products**

In the cases in which you consider that at the moment of delivery the product does not meet the standards set out according to the terms of this Contract, you must contact us immediately on our contact form, providing the product details and the damage sustained, or calling us on 0800297667, where we will provide you with instructions for the further actions.

You must return the product together with the ticket that you received upon the delivery of the product.

We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be repaired, refunded or replaced (if this is the case). The refunding or replacement/repair of the product shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that you are entitled to a refund or replacement/repair of the product.

The amount paid for a defective product will be returned in full including the delivery costs related to the return of the product as well as any other reasonable cost borne by your side for the return of the product. The refund of your money shall be made in the same way used for the payment upon the initial purchase.

Your statutory rights according to the current at all times legislation are not affected.

#### **14.5. Right of cancellation and return of items ordered from abroad**

If you have ordered items through this website from a Member State of the European Union other than Greece, the above information on returns applies with the restriction that returns by courier arranged by us can only be from the original address in Greece to which the item was delivered.

Please also be advised that we are under no obligation (other than in the case of defective items, to which this clause does not apply) to pay shipping costs where the item is returned from a place other than the original delivery address or the cost of returns outside of Greece.

#### **15. LIABILITY AND WAIVING LIABILITY**

Unless otherwise expressly stipulated in these Terms and Conditions, our liability in connection with any item purchased through our website is strictly limited to the amount of the purchase price of the product in question.

Without prejudice to the above, our liability is not excluded or limited to the following cases:

- a. For death or personal injury caused by our negligence;
- b. For fraud or fraudulent misrepresentation; or
- c. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit our liability.

Without prejudice to the previous paragraph and to the fullest extent permitted by law, and unless stipulated otherwise in these Terms and Conditions, we will not accept any liability for the following losses, regardless of the cause:

- a. Loss of income or revenue
- b. Loss of commercial activity

- c. Loss of profit or contracts
- d. Loss of expected savings
- e. Loss of data; and
- f. Loss of time management or working hours.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All item descriptions, information and material posted on this website are provided “as they are” and without any further warranty, whether express or implied, other than statutory warranties. In that sense, where you are contracting as a consumer or user, we are obliged to deliver items that comply with the Contract and accept liability for any noncompliance that exists at the time of delivery. Items are considered to comply with the Contract where: a) they comply with the description and the qualities that we have described on this website, b) they are fit for the purposes for which items of their kind are normally used and c) they have the quality and performance which are normal in items of the same type and which can reasonably be expected. To the fullest extent permissible pursuant to law, we disclaim all other warranties other than those that may not lawfully be excluded in the case of consumers and users.

Nothing in this clause affects your rights as a consumer or user, or your right of withdrawal from the Contract.

## **16. INTELLECTUAL PROPERTY**

You recognise and agree that all copyrights, registered trademarks and other intellectual property rights on materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may use said material only to the extent that we or the usage licensors expressly authorise it. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

## **17. VIRUSES, HACKING AND OTHER CYBERCRIMES**

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorisation to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.



## **18. LINKS ON OUR WEBSITE**

Our website may contain links to other third-party websites and sources. Such links are provided exclusively for informative purposes and we do not have any control whatsoever over the contents of such websites or sources. Accordingly, we do not accept any liability whatsoever for any loss or damage which may arise from the use of such links.

## **19. WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

## **20. NOTICES**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 19 above and unless otherwise stipulated we may send you notifications either by email or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

## **21. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between yourself and us is binding for both sides as well as for our respective successors and assignees.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising from it without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising from it, at any time during the term of the Contract. To avoid doubt, any such transfer, assignment, charge or other disposal will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any express or implied warranty which we may have provided to you.

## **22. EVENTS OF FORCE MAJEURE**

We will not be liable or responsible for any inability to perform, or a delay in the performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Event of Force Majeure).

An event of Force Majeure means any act, event, inability to perform, omission or accident beyond our reasonable control and specifically includes (but is not limited to) the following:

- Strikes, lock-outs or other industrial action.

- Civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not) or a threat of or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Inability to use railways, ships, aircraft, motor vehicles or other means of public or private transport.
- Inability to use public or private telecommunication networks.
- Acts, decrees, laws, regulations or government restrictions.
- Any strike, damage or accident of shipping or postal services or other means of transport.

The performance of our obligations under any Contract is deemed to be suspended for the duration of any Event of Force Majeure and the time for performing our obligations will be extended by a period of time equal to the duration of that period. We will make every reasonable effort to bring the Event of Force Majeure to a close or to find a solution which makes it possible to fulfil our obligations under the Contract despite the Event of Force Majeure.

### **23. WAIVING RIGHTS**

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

### **24. PARTIAL INVALIDITY CLAUSE**

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

### **25. ENTIRE AGREEMENT**

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

## **26. OUR RIGHT TO MODIFY THESE CONDITIONS**

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Terms or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

## **27. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts through said website shall be governed by Greek legislation.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Greek courts.

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognised in any applicable legislation in effect.

## **28. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [contact@uterque.com] in order to seek an out-of-court settlement.

In this regard, if the purchase between you and us has been concluded online through our website, we in line with EU Regulation No. 524/2013 hereby inform you that you are entitled to seek to settle with us the consumer dispute out-of-court through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

Last updated on 01/06/2021

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdrawal from the contract)

To ITX HELLAS SINGLE MEMBER, S.A., operating under the trademark "UTERQÛE", address: 59, Stadiou str, Athens.

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on/received on (\*)

Name of consumer

Address of consumer

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

Date

(\*) Delete as appropriate