

SALES AND DELIVERY CONDITIONS

Sales and Delivery Conditions for purchases made on atkollektive.com herein after referred to as the "Website").

1 Introduction

1.1 The Website is owned and operated by ECCO Sko A/S (herein referred to as "ECCO", "we," "us" and "our").

1.2 These Sales and Delivery Conditions apply to the purchase of goods at the Website for delivery in Europe, United States, Canada, Mexico, Japan, and Korea.

2 Purchasing of products

2.1 Products

2.1.1 The products we sell online are displayed on this Website and include clothing, shoes, accessories etc.

2.2 Purchasing

2.2.1 By placing an order and clicking the button "Check out & Pay" you are offering to purchase a product on and subject to the following terms and conditions.

2.2.2 In order to contract with us you must be at least the legal age in your state or province of residence and possess a valid credit or debit card specified in point 2.5 of these Sales and Delivery Conditions.

2.2.3 If your order is accepted, we will inform you about this expressly by email.

2.2.4 When placing an order you warrant that all details you provide to us are true and accurate, that you are an authorized user of the credit card, debit card or other payment method used to place your order and that there are sufficient funds to cover the purchase you are making.

2.3 Acknowledgement of the order and order confirmation

2.3.1 When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement that we have received your offering to purchase a product and will not constitute acceptance of your order.

2.3.2 A contract between us for the purchase of the goods will not be formed until your order is ready to be shipped, at which time we send you an order confirmation as well as the invoice and shipment information. Therefore, the contract is concluded the moment when we send you an order confirmation.

2.3.3 Before you place your order you will be given the opportunity to review your selection, the information you have provided, the total price of your order and correct any input errors if needed. Please note that products in your Cart are not reserved and may be purchased by another customer until you have placed the order at checkout and received the order confirmation.

2.3.4 You accept that all communication regarding the order including order confirmation, invoice, shipping information, confirmation of the contract conclusion etc. is done via e-mail.

2.4 Pricing and Availability

2.4.1 All prices of the products available on the Website are provided in EURO and include VAT. Cost of shipping will be calculated and added separately.

2.4.2 Tax information

For most countries, local taxes and duties are calculated in your Cart and added to your order

total. The total you pay at checkout will therefore include all local fees and taxes. Please bear in mind that customs fees are not included. Please refer to the section Customs and Duties for more information.

2.4.3 All orders are subject to availability and confirmation thereof as there may be rare occasions where for example two orders are placed for the exact same product and only one is available to send.

2.4.4 We reserve the right to cancel an order if it is not possible to deliver the ordered product. You will be informed if such a situation arises and any payment or reservation made on your payment card will be returned or cancelled.

2.5 Customs and Duties

2.5.1 Upon arrival in your country the contents of your order may be subject to customs fees (taxes, duties, processing fees, brokerage fees, etc.), which are responsibility of the customer receiving the order. These fees are not under the control of us.

2.5.2. We are unable to estimate custom fees, taxes, duties, etc. so please contact your local authorities or customs office for detailed information. Should you refuse your order at the time of arrival, or should you refuse to pay the customs fees when your order arrives, the shipment will be returned to us, and we will be charged the customs fees plus return shipping costs. This amount will be deducted from the to be refunded amount of your order. Customs processing may delay the delivery of your order. Should you experience such delays please check with your local customs offices. The invoice for the customs fees could arrive weeks after you receive your order, separately from the same.

2.6 Payment

2.6.1 Information about the payment method that you wish to use for payment should be provided to us when placing an order on the Website.

2.6.2 Upon receiving your order we carry out a standard pre-authorisation for credit or debit cards and for bank transfer we do a control check. We do this to ensure there are sufficient funds to fulfil the transaction. Products will not be dispatched until this pre-authorisation check and control have been completed. Your card will be debited once the order has been accepted and we are shipping your products. For bank transfer your account will be debited as soon as the order has been placed.

2.6.3 We accept the following payment solutions:
PAYPAL

2.6.4 When paying with credit or debit card, the full amount is reserved on your account by us and payment is debited from your card only at the time of dispatch of your products.

2.6.5 Your connection is always secure with us and encrypted with 256 bit cipher.

2.6.6 We are using 3D Secure Visa and Mastercard.

2.6.7 For security reasons, we do not store any payment information in our database.

2.6.8 All fees and charges related to the above payment methods are covered by At.Kollektive.

2.7 Discount Codes

2.7.1 We may from time to time offer promotional discount codes, which may apply in respect of any, or certain specified, purchases made through this Website.

2.7.2 The conditions of potential use relating to any discount code will be specified at the time of issue.

3 Delivery

3.1 We try to dispatch and deliver to you the ordered goods as soon as possible. We offer DHL EXPRESS SHIPPING when you check out. Dispatch of orders may take up to 7 business days,

but we aim to dispatch all orders within 48 hours during weekdays, or 2-4 business days during sales periods. The delivery times do not take into account possible delays caused by payment authorization and/or on the part of the shipping company. If At.Kollektive fails to deliver within 30 days, you have the right to cancel the purchase.

3.2 Your order will be delivered by DHL EXPRESS to the shipping address you have indicated.

4 Descriptions

4.1 We attempt to describe our products as accurately as possible. However, errors do occur. If a product purchased on the Website does not conform to the product description, your sole and exclusive remedy is to return the unused product. Please see below on how to return a product.

5 Cancellation and returns

5.1 You may cancel an order up until the time of dispatch by contacting us via email. If we have taken payment the full amount will be refunded to you via the original method of payment.

5.2 When you shop with us, we want you to be completely satisfied. If you are not satisfied with a purchase made at the Website, you may withdraw from the contract concluded with us and return the ordered goods for a refund of the purchase price. We can only accept returns purchased through this Website.

5.3 We offer free returns, and we have a 14-day return policy, which means you have 14 days after receiving your order to request a return by sending an email to customer-service@atkollektive.com. After receiving the return form, you have 14 days to return your order.

5.4 MADE TO ORDER

Made to order and cannot be returned or exchanged. Once the order has been confirmed, the you will be informed via an order confirmation email. Once the order is processed and accepted you will receive a shipping confirmation email. Made to order items may be delivered in a time slot indicated on the site which may be longer than regular delivery slots. Because of the nature of made to order products and the fact that they are produced specifically for you, they cannot be returned, refunded or exchanged. Similar, you do not have the right to cancel the order.

5.5 How To Return (online fulfilment)

- Request your return within 14 days after receiving your order by sending an email to customer-service@atkollektive.com
- Provide your order details – Fill in your full name and order number
- Let us know why – Clarify the reason for returning the product(s)
- Ship your parcel to the address stated on the return label.

**ECCO Distribution Center Tønder
AT.KOLLEKTIVE RETURNS
Skovænget 20
6270 Tønder
Denmark**

5.5 Return Conditions

- All items must be in the same condition as received, unused, uncut and with tags.
- We cannot accept returns on sale items.
- We can only accept returns from the country to which an order was originally shipped.
- Your refund will be credited to the original payment method.

5.6 Returns May Take Time

5.6.1 We strive to process your return within 5 business days once received. We will notify you once we've inspected your return to let you know if the refund was approved or not. If approved, you'll be automatically refunded on your original payment method within 10 business days. Please remember it can take some time for your bank or credit card company to process and post the refund to you. If more than 15 business days have passed since we've approved your return, please contact us at customer-service@atkollektive.com.

5.5.2 You are responsible for the goods until they reach our warehouse and cover the direct costs of returning the goods. We are responsible for the return shipping and costs if we have sent wrong or defective goods.

5.5.3 The returned goods should not be used in a manner not necessary to verify their character, features and functionality. You may try on the products, but you should not wear them etc.. If you return a used, worn, damaged or washed item that is not approved by our quality control, we cannot send the item back to you.

5.5.4 If you receive a defective/wrong item or a damaged parcel with missing items the easiest way to handle this is if we get photographic evidence of this. Please send a photo to us so we can investigate further - we are then responsible for the return (see contact details below under point 10).

5.5.5 Based on your return instructions in the return authorization form, we will issue you a credit to your card. We can only issue credit to the same card used for the purchase. We do not have title to the returned products until the item arrives back at our warehouse.

6 Product warranty and claim handling

6.1 We are obliged to deliver to you the ordered goods free of any defects.

6.2 In case the ordered goods have defects, you have the right to:

- (a) file a declaration on a reduction of the price;
- (b) withdraw from the contract;
- (c) demand exchange of the defective product for a product free from defects; or
- (d) demand from the seller to immediately remove the defects.

6.3 The right to file a declaration on a reduction of price or withdrawal from the contract does not apply in case we immediately and with no excessive inconveniences exchange the defective product for one free from defects or immediately remove the defect. This limitation, in turn, does not apply where the product has already been exchanged or repaired by us, or we have not discharged the duty of exchanging the product for one free from defects or removing the defect.

6.4 You may request a replacement for a product free from defects rather than removal of the defect proposed by the seller, or request the removal of the defect instead of replacement for a product free from defects proposed by the seller.

6.5 If it is impossible to remove the defect and to bring the product to conformity with the contract in a manner chosen by you or it involves excessive costs in comparison with the manner proposed by us, we may replace the defective product for a product free from defects regardless of your request in this respect.

6.6 If you have a complaint regarding the products you have received please contact us (see contact details below) and they will inform you how to proceed and what information we need in order for us to process your complaint.

6.7 We will confirm the receipt of your claim and respond to your request in this respect within 8 days. Otherwise, if you have requested that the product be replaced or the defect be removed or filed a declaration on reduction of the price specifying the amount by which the price is to be reduced, the request should be deemed to be considered justified by us and we would be obliged to comply with the request.

7 Governing Law and venue

7.1 These Sales and Delivery Conditions shall be governed by and construed in accordance with the laws of Denmark, without giving effect to its conflicts of law provisions.

7.2 Any controversy or claim arising out of or relating to these Sales and Delivery Conditions or your purchase of any products from the Website shall be settled by the competent courts of Denmark.

8 Alternative methods of dispute resolution

8.1 Using alternative methods of dispute resolution is voluntary. The below provisions have only informative character and do not constitute any obligation neither for you nor for At.Kollektive.

8.2 If we fail to find a satisfactory solution, you can lodge a complaint with the Nævnenes Hus at <https://naevneneshus.dk/> if conditions are met. You may also use the European Commission's online dispute resolution to register your complaint: <http://ec.europa.eu/odr> . This portal can be relevant when living in another EU-country. If filling in a complaint, please enter our e-mail address customer-service@atkollektive.com

9 Contact details

9.1 ECCO Sko A/S

Re: At.Kollektive

Industrivej 5

6262 Bredebro

Denmark

E-mail: customer-service@atkollektive.com