

# **GENERAL RULES, TERMS OF DELIVERY, PAYMENT, RETURN AND LIABILITIES**

**Website** – [www.europartsshop.com](http://www.europartsshop.com)

**Customer** – a capable person placing orders on the Website.

**Seller** - an online retailer on the Website.

**Order** – a duly executed and paid request from the Customer to deliver items of Goods selected on the Website to the address specified.

**Item** – an object of the tangible world not withdrawn from the stream of commerce available in stock for sale via the Website.

## **1. General terms**

1.1. When ordering items via online retailer the Customer agrees to the Sale Terms and Conditions of Goods (hereinafter – Terms) set forth below.

1.2. The present Terms and Conditions as well as information on goods displayed on the Website are public offer.

1.3. The Seller reserves the right to insert amendments in the Terms and Conditions; therefore, the Customer undertakes to keep track of changes to the Terms and Conditions.

1.4. When ordering the Customer shall read and understand the general rules, terms of delivery, payment, return and confirm the acceptance thereof in the relevant field. In case of disagreement with the rules an order is not processed.

1.5. General rules, hereinafter referred to as the Sale Agreement between the Buyer and the Seller shall be considered concluded from the moment when the Buyer selects the goods, adds the Goods to the shopping cart and presses the button "Checkout".

1.6. Each Sale Agreement concluded between the Seller and the Buyer is registered and stored in the database of the Internet shop "[EUROPARTSSHOP.COM](http://EUROPARTSSHOP.COM)"

## **2. Registration on the website**

2.1. For order acceptance the Customer shall register on the Website.

2.2. The Seller shall not be responsible for accuracy and correctness of information provided by the Customer under registration.

2.3. The Customer agrees not to disclose to a third party the login and password specified under registration. In case of any Customer's suspicions regarding safety of the login or password or any possibility of their unauthorized use by third parties the Customer shall immediately notify the Seller by sending an e-mail to the Customer Service.

## **3. Ordering**

3.1. The Customer shall complete the order form on the online retailer's website on self-service basis.

3.2. When ordering the Customer shall specify the following information:

3.2.1. Name, Surname

3.2.2 Exact address

3.2.3. E-mail address

3.2.4. Phone

3.3. An order is formalized and picked to be processed only after full payment.

3.4. Any information materials displayed on the Website disclosing product properties and characteristics are intended for information purpose. In case of any questions concerning properties and characteristics of the Goods the Customer may apply to the Seller by e-mail prior to placing an order.

3.5. If the items ordered are out of stock, including for reasons beyond the Seller's control, the Seller shall be entitled to cancel the Customer's order and notify the Customer by sending e-mail to the address specified under ordering procedure.

3.6. In case of order cancellation the cost of the item is returned to the Customer by the same payment method the item has been initially paid.

#### **4. Delivery**

4.1. Delivery of items by the Seller is made to the address specified during ordering procedure. Terms of delivery of goods to the seller's office are calculated from the moment of payment of the goods and are indicated on the seller's website.

4.2. The Seller undertakes to make every effort to reduce delivery time.

4.3. Any risk of accidental loss or damage to the items shall be passed to the Customer from the date of order transfer under signing delivery confirming documents by the recipient of the Order. In case of failure to deliver goods per Customer's order the Seller shall reimburse the order value and delivery cost paid by the Customer after confirmation of the loss by Delivery Service.

#### **5. Order payment**

5.1. Price for Items is quoted on the Website. If the item has been ordered at incorrect price the Seller shall notify the Customer with request to confirm the order against adjusted price or cancel the order. If it impossible to get in touch with the Customer the Order is treated as cancelled and the Seller shall return to the Customer the value paid for the order.

5.2. Prices of the Items quoted on the Website are subject to alteration unilaterally by the Seller.

5.3. Methods of payment of the Goods are specified in the website section "Payment method".

5.4. The Seller shall be entitled to offer discounts to the Customer as well as provide a bonus program. Types of discounts, bonuses, order and terms of accruals are subject to change unilaterally by the Seller.

5.5. The Seller shall be free to offer discounts for the purpose of promotion of one or other payment or delivery methods. In this respect, the Seller may limit the duration of discount terms.

#### **6. Return of goods**

6.1 Return of goods is feasible in case:

- 6.1.1. if the goods sent by the Seller lack proper quality.
- 6.1.2. if the goods sent by the Seller miss a complete set.
- 6.1.3. if the goods sent by the Seller disagree with description and specification specified on the Website.
- 6.1.4. If installation or use of the item sent by the Seller may cause harm to the Customer or any third party.
- 6.2. Return of goods is unfeasible in case:
- 6.2.1. If the goods are used by the Customer for purposes other than intended.
- 6.2.2. if the goods have been in use, dirty, broken, scratched or otherwise damaged.
- 6.2.3. if a physical form of the goods, consumer characteristics and original packaging have been damaged.
- 6.2.4. In returning the products, the Buyer must package the parcel so as to ensure the safety of the products and their original packaging during transportation.
- The products must be returned in their original packaging!
  - The original packaging must not be used as outer postal packaging!
  - Adhesive tape must not be applied to the original packaging!
  - Any inscriptions or labels not conforming to the original packaging must not be applied!

If you fail to observe one or several of the requirements listed above, your complaints will not be accepted and money will not be refunded!

- 6.3. In case of item return the Seller shall refund the value paid by the same method of initial payment.
- 6.3.1. Sum paid for the products is refundable only. Sum paid for delivery is not refundable.
- 6.4. Postage costs related to return of the Goods are paid by the Customer.
- 6.5. The Seller shall have the right to waive return of goods or payment of compensation, if the goods under return have been in use, lack packaging or original packaging is damaged, seals or labels are broken, a protective film (if any) is torn, as well as there are noticeable signs of use, such as scratches, smudges, dirt and other defects.

## 7. Liabilities

- 7.1. The Seller shall not be liable for any damage incurred to the Customer due to improper use of the goods ordered via the Website.
- 7.2. The Seller undertakes not to disclose information received from the Customer.