

Terms and conditions of use for Merino-Shop.at

1.0 Privacy protection

We pay great attention to data protection. For more information on collection and use of personal data and information of the users of this website through Merino-Shop.at please refer to the [Data protection policy](#).

2.0 Your account

With a purchase through this site, you can optionally create an account as part of the ordering process. Protecting the confidentiality of your password and limiting the access to it, are your responsibility. Furthermore, you hereby agree to assume responsibility for all operations carried out on your account activity.

3.0 Payment and billing

3.1 Payment methods

Merino-Shop.at makes payment easier through a variety of different payment methods. Payment can be made via bank transfer, by instant bank transfer, via PayPal or credit cards. For more information refer to: [Payment methods](#).

All prices are in EURO and are exempted from tax under § 6 (1) 27 UStG - small business. It is valid whichever price applies at the time of order.

3.2 Deadlines

Is Bank Transfer agreed, payment has to arrive to our account within seven days , otherwise the order will be canceled. Please note this: Usually a bank transfer needs about 3 - 4 days. The goods leave our shop only after receipt of the money!

3.3 Invoice

Each performed order will be confirmed by an email from us. Invoices on this portal can be closed only in German. For each order, an invoice is created, with a sequential number, printed and shipped with the package.

Firmenname
Mihai Octavian Anaca
UID: ATU69777707
Fahrschulweg 1 | 2
AT-8054, Seiersberg-Pirka

Kontaktinformation
Mihai Octavian Anaca
contact@merino-shop.at
www.merino-shop.at

Bankverbindung
Steiermärkische Sparkasse
IBAN: AT682081500040632309
BIC: STSPAT2GXXX

4.0 Shipments and return

4.1 Delivery

All items sold on Merino-Shop.at are in stock and delivery follows within one to two business days after the invoice amount has been credited to our account. Each order is individually packaged and shipped separately. We will deliver your package to the address you specify. Therefore the delivery address may vary to the billing address.

In the standard delivery, the delivery of your order is picked by Österreichische Post AG. We strive to execute all orders within 1-2 working days.

For more details on the destination countries, costs and conditions, visit [Shipments and returns](#).

4.2 Cancel the order

If the goods are not packed and was forwarded to the delivery, the order may be canceled by e-mail or by telephone. Please contact us as soon as possible through our [contact form](#).

4.3 Right of cancellation

You have the right to renounce this contract within 14 days without giving any reasons. The cancellation period is 14 days from the date on which you or a representative as your third party, other than the carrier, have or has taken possession of the goods. To exercise your right, you must inform us by a clear statement (f.e. a consigned by mail letter or email) of your decision to withdraw from this contract. To safeguard the withdrawal period it is sufficient that you send your communication concerning the right of cancellation before the cancellation period.

4.4 Effects of cancellation

If you revoke this agreement, we will reimburse all payments we receive from you, including initial delivery costs (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery than that offered by us), and repay immediately no later than within fourteen days from the date on which the notification has been received about your cancellation of this contract. For this repayment, we use the same method of payment that you used in the original transaction, unless you explicitly agreed otherwise; in no case you will be charged for this repayment. We may withhold reimbursement until we have received the returned goods back, or until you have demonstrated that you have returned the goods, whichever is the earlier. You have to return the goods immediately and in any event not later than fourteen days from the date on which you inform us of any cancellation of this contract, to our address or to hand over. The deadline is met if you send the goods before the period of fourteen days.

We do not carry the costs of returning the goods. You have to pay for any diminished value of the goods, just when this value drop is due to a loss of the nature, characteristics and functioning

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of the goods handled by the customer (for example, ordering a piece of clothing, the consumer should only try the product, but not to wear it). Please take note that only the goods, with the original label in the original packaging and unworn in perfect condition will be accepted for return.

4.5 Product warranty

The warranty provided by Merinito for its customers for textiles is 30 days from the date of purchase for faults not attributable to the consumer. The purchased product is not a durable product and should be used and cared for according to the maintenance recommendations. The warranty covers the lack of conformity which exists at the time of purchase, where the normal wear of the product is not covered. The warranty provided does not affect the consumer's rights under European law. Ways to ensure the collateral deficiency is based on product repair, replacement or refund of the product, under the legislation in force.

For possible warranty claims it is necessary to respect all measures of maintenance / use / storage of textiles. Detaching the textile maintenance label (sewn inside the product) leads to the loss of warranty. Warranty does not cover deficiencies related to normal wear of the product, or to a particular improper use or exposure to external aggressive factors (heat, fire, excessive exposure to sun, washing with other substances than those special for wool, contact with salt sea water or sand, contact with chlorinated water, drying in the sun, keeping the product moist by not rinsing the sweat immediately after use, etc.), or use for purposes other than those the product was designed for. Damage of products such as, for example, scratches, stains, tears that were not disclosed to us by the consumer upon receipt of the product, in order to grant the guarantee, are not covered by the warranty. Tampering of the product, failure to follow cleaning and maintenance instructions, as well as its use in conditions other than those for which it was intended entail cancellation of warranty. Merinito cannot be held responsible for defects due to contact with sharp or abrasive objects that may cause breakage / drilling / premature wear of the material (e.g. pilling and blunting caused by backpack straps).

If a product is nonconforming, the consumer has the right to request the repair of our product, its replacement or, if necessary, a refund. In the event of a claim, we can repair the product, replace it with an identical or, if not available in stock with another product, with the possibility of a payment or refund of the price difference. If we find that the product cannot be repaired, we will proceed with its replacement. If the product is not available and the consumer does not want to replace the defective product with another one, we will refund to the customer the product within a maximum of 14 calendar days of receipt of the written complaint and the product in question.

Please take into consideration that due to hygiene reasons our store does not allow the exchange of goods in the undergarment category. This will include: shorts, panties, briefs and boxers. We advise our customers to choose carefully the size before purchasing or to contact our support. This warning will be displayed also on the page of each in question product.

5.0 Online Dispute Resolution

In accordance with Regulation (EU) no. 524/2013 of the European Parliament and of the Council of 21 May 2013, the European Commission provides a platform for online dispute resolution (OS) ready, which can be found here.

[Online Dispute Resolution](#)

Consumers have the opportunity to use this platform for the settlement of their dispute.

6.0 Salvatory clause

If parts of these Conditions of Sale be invalid, the validity of the remaining conditions of sale remains. Instead of the invalid conditions, the statutory provisions and regulations apply.