



## GENERAL TERMS AND CONDITIONS

### 1. Basic Concepts.

Read carefully the terms and conditions set forth in this section and which are intended to regulate the business relationship between VIÓ EXCLUSIVE WEAR (hereinafter "VIÓ") and the Client. By purchasing any product on the website [www.vioexclusivewear.com](http://www.vioexclusivewear.com) it is assumed that you (hereinafter "User") accept all these terms and conditions (hereinafter "conditions"). VIÓ reserves the right to unilaterally modify these conditions, without prejudice to the rights that protect consumers. VIÓ will be responsible for modifying, changing, restoring updating or deleting any content on the website [www.vioexclusivewear.com](http://www.vioexclusivewear.com) and will only notify you in advance when there is a signed contract between the parties that is affected by any of these decisions.

### 2. Access and use of the website.

#### 2.1. Access.

Access to the website [www.vioexclusivewear.com](http://www.vioexclusivewear.com) is free and free of charge. VIÓ grants the user the assumption of good practices and lawful use, prohibiting, in the same way, any act that harms this website, its administrator or third-party collaborators. The user will be ultimately responsible for any act or crime that goes against the laws in force and that has this website, its administrator or third-party collaborators affected.

#### 2.2. User register.

For certain sections or services of the website, VIÓ may require the user to register in. The user will provide a "username" and "password" (hereinafter both as "access data"), of which he will be responsible for keeping and keeping secret. VIÓ is exempt from any liability arising from misuse, fraudulent use or carelessness in the custody of the access data to this website.

#### 2.3. Website content.

The User undertakes to make a correct and lawful use of the content of this website, understanding and accepting that all of it is owned by VIÓ and complying with the provisions of the following legal regulations: *Intellectual Property Law - Law 27/1995; Trademark Law - Law 17/2001.*

The User will refrain from any attempted intrusion into the VIÓ computer system and / or the introduction of damage or computer viruses that jeopardize its proper functioning. These types of acts will be detected and denounced in accordance with current legislation.

#### 2.4. Links to other websites.

In the cases in which we make available to User links to other third-party websites from the VIÓ website, we cannot assume any guarantee or responsibility for the correctness, veracity or integrity of the content, as well as for the security of the data of such websites. We recommend, in this case, to investigate separately the respective data protection declarations of said websites (VIÓ has no influence on this section on third party websites).





### **3. Content of website [www.vioexclusivewear.com](http://www.vioexclusivewear.com)**

VIÓ and its administrators are responsible for the incorporation, update, modification and deletion of all data included in this website. Due to the main business activity of VIÓ (design and manufacture of sportswear), all the data that can be viewed on the web cannot be considered as final and / or exhaustive, being subject to constant changes and updates.

The images corresponding to the products offered should be considered as indicative and / or illustrative of each model, since VIÓ is constantly evolving and improving its products and there may be a certain gap between the different stages of launching a new product (design, manufacturing, photo report, marketing, etc ...).

In the event of occasional technical difficulties, which could affect the correct updating of images, technical characteristics and prices, VIÓ will be exempt from any responsibility. However, if any anomaly of this type is detected, our Customer Service Department will send the final confirmation of the purchase process with the corrected data.

### **4. Prices.**

The price indicated for each product is always with VAT included (the corresponding one according to current regulations at all times). The amount broken down from said tax will be indicated on the invoice or purchase ticket that will be shown in one of the steps of the purchase process before confirmation.

VIÓ reserves the right to modify the price of its products unilaterally without prior notice, except when this decision affects any current commercial relationship, for which the relevant negotiation process will be opened.

### **5. Promotions and discounts.**

VIÓ will be solely responsible for establishing the promotions and discounts policy, whether for marketing, customer loyalty or other business decisions. These actions may affect a specific product or a whole family of them, being perfectly informed on the website.

The prices resulting from these actions cannot be taken by the Client as an acquired right (always having the punctual nature of each sale) and cannot be demanded in a successive sale, unless it has been agreed in a contract between both parties.

The promotions will be informed on the VIÓ website and in the different profiles that VIÓ has on social networks. The duration of these actions will also be indicated in the information provided.

VIÓ reserves the right to modify, postpone and cancel each and every one of these commercial actions at the time it deems necessary, without being claimed or required by the Client.





## 6. Shipping Costs.

Shipping costs will always be paid by the Customer and are not included in the price indicated for each product. This same concept also includes handling costs that could be associated with the service.

The resulting amount to be paid for shipping and handling will be informed in one of the steps of the purchase process before confirmation.

Shipping costs may vary from product to product depending on their characteristics and dimensions. In the same way, they could be “free of charge” for the Client depending on the volume of purchase and / or the promotional actions VIÓ established at each moment.

## 7. Shipments and Delivery Times.

The shipping of VIÓ products is done through a subcontracted company, so the delivery date may be affected by external circumstances outside of VIÓ, local festivities and other incidents under the responsibility of the company in charge of it. However, from VIÓ we will do everything possible to provide the Client with online tools for the location and monitoring of the shipment.

VIÓ will be exonerated of all responsibility when the delivery has not been possible, motivated by erroneous data in the delivery address and / or contact information, provided that this can be attributed to the Client.

The standard delivery time for VIÓ products is 2-4 working days from receipt of payment. These deadlines could be reduced or extended depending on the characteristics of the service of our logistics operator or circumstances that could affect the development of its activity.

In any case, at the time of purchase, the Customer will be informed of the delivery date corresponding to the order and will receive, once the payment is executed, the shipping information and data for online tracking.

## 8. Size changes.

- 8.1. VIÓ offers the Client the possibility of changing the product size if, once he has physically verified it, he confirms that the size he chose is not correct and wishes to change it for another one (same model and price).
- 8.2. The Client must complete our “*Doc VIÓ\_CAM-DEV-DES*” form that was sent in paper format together with the product (it will be also available for downloading on our website). Completed and signed form must be attached with the product to be returned (original - no copy).
- 8.3. The Client himself can manage the collection of the product to be changed using the tools that our logistics operator has been able to provide. It must be taken into account that, for organizational reasons, our logistics provider may propose a time slot, without determining or specifying a fixed collection time. The Client understands and accepts this condition.





- 8.4. The product to be changed must be unused, in perfect condition, in the same packaging with which it was sent, with the identification labels not removed and with all the accessories that accompanied the sale (instructions, promotional stickers, gifts and / or promotional items, etc ...). Failure to comply with any of these conditions, VIÓ reserves the right not to accept the size change by the Client and / or claim compensation for the loss of value of the product in the market.

## 9. Order cancellations.

If during the course of the management of the order, after payment has been made and before it was shipped by VIÓ, the Client partially or completely cancels the order, VIÓ reserves the right to claim an economic compensation for “expenses of management”. This amount will be 5% of the value of the cancelled order.

## 10. Right of withdrawal.

- 10.1. Every Client may exercise the right of withdrawal within the next 14 calendar days from the moment the product is delivered by our logistics provider (*Law 3/2014 and Directive 2011/83 / EU of the European Parliament*).
- 10.2. *Product conditions for withdrawal.*  
In order to accept the right of withdrawal by the Client, the product must be received by VIÓ without using, in perfect condition, in the same packaging with which it was sent, with the identification labels without deleting or removing and with all the complements that were include in the sale (instructions, promotional stickers, gifts and / or promotional items, etc ...). Failure to comply with any of these conditions, VIÓ reserves the right not to accept the withdrawal by the Client and / or to claim compensation for the loss of value of the product in the market (being able to withhold or deduct the refund to be made, the proportional part that considers that the product has degraded).
- 10.3. *Procedure.*  
Para In order for the Client to exercise his right of withdrawal, he must communicate his decision to the postal address: *C/ Arquitecte Puig Boada, 40 / 08184 / Palau-Solità i Plegamans (Barcelona-Spain)*; or by email to *quality@vioexclusivewear.com* while sending us the product subject to withdrawal. The current regulations establish that it is not necessary to state any special reason to justify the decision of withdrawal, although VIÓ is grateful that the Client helps us to improve, giving us his opinion of what happened. For this reason, Clients have available the form “*Doc VIÓ\_CAM-DEV-DES*” to complete and send it to us, not being mandatory to exercise such right. The Client may attach this form together with the product reason for withdrawal.





**10.4. Payment refund.**

It will be carried out within 14 calendar days after receipt of the product in VIÓ (following the guidelines indicated in section 10.2). The method used for the return of the corresponding amount will be carried out with the same payment method in which the purchase was made. If the Client paid by bank transfer, we will need the complete account information (according to current regulations). VIÓ will return the amount corresponding to the purchase value to the Customer (including the shipping costs originally paid by the Customer). VIÓ will not make any payment of amounts if it has not previously received in its facilities the product reason for the withdrawal.

**10.5. Shipping cost (withdrawal).**

The Client will assume the cost of sending VIÓ the product reason for the right of withdrawal. The Client cannot claim compensation in this regard.

**10.6. Exclusions.**

They will be those indicated in article 103 (Exceptions to the right of withdrawal) of *Law 3/2014*.

**11. Warranty.**

**11.1. General.**

VIÓ products have a 2 years warranty from the date of purchase invoice. During the first 6 months after that date, any defect thereof will presumably be attributed to “factory defect” and will be covered by the warranty. After this period, this is from the day after the sixth month until two years, the Customer will be responsible for demonstrating that said defect can be attributed to factory defect.

The rights of our Clients are protected by the *Ley General para la defensa de los Consumidores y Usuarios 1/2007 (ref. BOE-A-2007-20555)*.

Damages or signs of wear that may suffer or appear on VIÓ products due to normal and continued use, as well as their misuse, are excluded from the Warranty.

**11.2. Warranty Processing Process.**

- *First:* The Client must send an email to the address [quality@vioexclusivewear.com](mailto:quality@vioexclusivewear.com), providing a copy of the purchase invoice (order) and images of the defect in question.
- *Second:* The Quality Department of VIÓ will evaluate the information received and if it is not sufficient to determine the origin of the defect, the Client will be instructed to send us the product.
- *Third:* Once the product has been verified in VIÓ facilities, Client will be informed with the solution.





*NOTE 1:* If it were determined that the incident implies a replacement of the original product with a new one (same product or similar in force), the shipment would be covered by VIÓ. The shipping costs of the original product to our facilities will be borne by the Client.

*NOTE 2:* If it is determined that the defect is not covered by the warranty, the original product will be sent back to the Customer. In this case, both the shipping costs up to VIÓ and the return costs will be borne by the Client.

