

## **Terms & Conditions**

### **1. General**

The following terms and conditions apply to all orders placed by you, the customer, on the website Mx ALC which is owned by the company:

MX ALC, Mali Ježenj 7b, 52000 Pazin, Croatia

Companies register: Commercial Court in Pazin

Company registration number: OIB 31939311292

By placing an order, you agree to be bound by the Terms and Conditions set out herein. Please make sure you have read and understood them before placing your order.

Only natural persons 18 years or older, who are not under guardianship, and are not acting in a capacity of a company, with address in the Europe (excluding mail forwarding companies) can place an order.

We reserve the right to amend these Terms and Conditions from time to time without prior notice to you. The version of the Terms that will apply to your order will be those on site at the time you place your order.

In the event any section or portion of a section of these Terms of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms of Sale, and the remaining terms shall continue in full force and effect.

Mx ALC shall not be responsible for damages or delays resulting from 'force majeure', and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

### **2. Products**

The inclusion of any products or services on Mx ALC at a particular time does not imply or warrant that these products or services will be available at any time. We reserve the right to discontinue any product at any time.

We make all reasonable efforts to accurately display the attributes of our products, including composition and colours. The colour you see on Mx ALC will depend on your computer system, and we cannot guarantee that your computer will accurately display such colours.

#### **1) Prices and delivery charges**

##### **2a) Prices**

The prices displayed include the statutory value added tax and delivery charge.

Except for countries which are not in European union.

Prices and promotions listed on Mx ALC and are subject to change without notice.

##### **2b) Delivery charges**

All orders may be subject to a delivery charge. The delivery charges will be added in the checkout for the customers which address is not in European union.

If we are unable to deliver your order in full and have to make more than one delivery, there will not be an additional charge for any subsequent deliveries.

### **3. Ordering / conclusion of a contract**

Once you have placed your order, you will receive an email confirmation. If for any reason we are unable to fulfil your order, we will let you know at the earliest opportunity. If we have already received payment for such order, we will attempt to refund the applicable amount using the same method used to make the payment. If, for any reason, alternative arrangements are necessary, we will contact you to settle the refund.

All purchases from this website are made pursuant to a shipment contract. The order will be shipped to the address entered when placing the order.

If an error is made and a product is listed at an incorrect price, Mx ALC shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, Mx ALC shall immediately issue a credit in the amount of the incorrect price.

### **4. Payments**

Payment is due upon placement of the order.

All payments are done via payment partners and are carried out at the check-out stage when placing an order.

### **5. Delivery**

Orders on this site can only be delivered to Europe country.

Mx ALC exercises the utmost diligence in accepting and processing orders and will endeavour to deliver your order to the address requested by you in your order.

Once you have placed your order, you will receive an email confirmation with your expected delivery details for the whole order.

When we communicate delivery days, we mean working days excluding weekends and public holidays.

Mx ALC endeavours to dispatch orders in the fastest possible time. Though we aim to deliver within the communicated time frame,

delivery may take longer due to unexpected events.

We cannot guarantee any firm delivery dates.

All packages are insured for damage and/or loss. Customer is (if requested) responsible for filing any claims with carriers for damaged and/or lost shipments.

## **6. Returns**

Mx ALC guarantees a refund of the returned items in accordance with right to withdraw an order, provided that all items are returned in the same condition they were in upon your receipt. This means the items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and that any labels or tags should be intact.

All returns for a refund may be subject to a returns freight charge.

These items are classed as non-returnable:

All personalised Items including:

Decals

Embroidery

Laser Engraved Parts

Engraved Parts

Sublimation

If you paid for shipping on your outgoing order, we offer you free return freight. However, if you purchased the order free of delivery charge, we will charge you the return freight charge.

All return freight costs are settled with your final refund. Exchange items are not subject to return freight costs.

## **Exchanges**

We do not offer any exchanges

## **7. Warranties and claims**

Mx ALC will repair, replace, reduce the price or give you a refund if goods you bought is faulty or defective. The same goes for products damaged during transportation.

You must report claims via e-mail promptly when discovering the fault.

Customers are also entitled to the manufacturer's limited expressed warranty, if any, that accompanies the product. Mx ALC makes no additional or independent warranty. All other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose are disclaimed.

Mx ALC shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit, even if it has been advised of the possibility of such damages. The maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product

## **8. Our responsibility**

Nothing in these Terms shall exclude or limit Mx ALC's liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

Mx ALC is not responsible for indirect losses which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity.

Our maximum liability to you for any loss or damage arising in connection with your order on Mx ALC shall be limited to the total price of your order.