

## **fashionette AG**

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## **Legally required information in the sense of Item 246a § 1 EGBGB (Introductory Act to the Civil Code) can be found in the following paragraphs:**

- Explanation of the right of withdrawal together with withdrawal form template: § 4
- Statutory liability for defects: § 13 and § 14
- Payment terms: § 11
- Delivery terms: § 7

## § 1 Scope and business purpose

fashionette AG (hereinafter "fashionette" or "Provider") offers various designer items (including handbags and accessories) for purchase.

These General Terms and Conditions apply for all our deliveries and services (hereinafter: "deliveries") offered to our customers. They apply exclusively; we do not recognise any conflicting customer terms that differ from our General Terms and Conditions or from the statutory regulations, unless we have explicitly agreed to their validity in writing.

## § 2 Terms of use

We are not obligated to accept the registration or to accept an order from a registered customer. We are also not obligated to ensure permanent availability of our offer. Already confirmed orders remain unaffected.

No registration is offered for under-age persons, or other persons with limited legal capacity or without legal capacity. Furthermore, registration is only possible for natural persons (individuals). You are obliged to promptly report any changes to information that was requested during registration the next time you use the same domain.

If, during registration, you provided incomplete or incorrect information, or you fail to notify us of any changes, we have the right to immediately exclude you from using our domains. You are obligated to treat your personal access data as confidential, and not make it available to unauthorised third parties. To safeguard our interests, we carry out a credit check before every order.

## § 3 Conclusion of contract

Presentation of items on our domains does not constitute a binding offer by the Provider for conclusion of a contract. Our offers are subject to change, and are non-binding. A contract is concluded with your order and our acceptance. A binding order for the items in the shopping cart is occurs with electronic transmission of the completed online order form in the internet shop. You can send the online order form, after filling in your personal data as well as the shipping method and payment method, by clicking on the button "BUY NOW".

Receipt of the order is confirmed with transmission of a confirmation email. This order confirmation does not yet constitute our acceptance of the contract offer. It only serves to inform the customer that we have received the order. Acceptance of the contract offer is declared with an explicit acceptance declaration, or at the latest with delivery of the ordered items. Upon acceptance of the contract, the consumer shall receive the complete contract text together with the legally required information about the contract. You are bound to your order for two weeks, irrespective of the cancellation right that you are entitled to as a consumer. We are not obligated to accept online orders. The decision is made at our discretion. As a general rule, items shall only be delivered in normal household quantities.

## § 4 Explanation of cancellation policy

### Cancellation policy

### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without statement of a reason.

The cancellation period is fourteen days from the day you or a third party designated by you and who is not the carrier takes possession of the last goods.

To exercise your right of withdrawal you must send us,

fashionette AG  
c/o BFS Baur Fulfillment Solutions GmbH  
Michael-Dechant-Straße 200  
D-96260 Weismain  
Germany

E-Mail: [service@fashionette.co.uk](mailto:service@fashionette.co.uk)

Tel: +44 2034990541

Fax: +49 (0) 211 260087 99

an unambiguous statement (e.g. with a letter send by postal mail, fax or email) informing us about your decision to withdraw from this contract. You may use the enclosed withdrawal template form, but this is not mandatory.

To meet the withdrawal period, timely communication of your intention to exercise the right of withdrawal, before expiry of the withdrawal period, is sufficient.

## **Consequences of withdrawal**

If you withdraw from this contract, we shall reimburse all payments that have been received from you, including delivery costs (with exception of any additional costs which resulted from your selection of a different type of delivery from the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same payment method you used for the original transaction,

unless expressly agreed otherwise with you; in no case will you be charged any fees for the repayment.

The repayment may be denied until we have received the returned goods, or until you have provided evidence that you have sent the goods back, depending which occurs first.

You must send or deliver the goods back to us promptly, and in any case within fourteen days from the day on which you informed us of your withdrawal from this contract. This deadline is met if you send the goods before the end of the fourteen day period.

We shall bear the cost for return shipment of the goods.

You must only pay for any losses in value of the goods if this loss in value results from handling beyond what is necessary for you to check the quality, features and functionality of the goods.

## **Withdrawal form template**

(If you would like to withdraw from the contract, please fill in this form and send it back to us.)

To

fashionette AG  
c/o BFS Baur Fulfillment Solutions GmbH  
Michael-Dechant-Straße 200  
D-96260 Weismain  
Germany

E-Mail: [service@fashionette.co.uk](mailto:service@fashionette.co.uk)

Tel: +44 2034990541

Fax: +49 (0) 211 260087 99

- I/we () *hereby withdraw from the contract I/we () concluded regarding the purchase of the following goods () / delivery of the following services ()*
- ordered on () / *received on ()*
- name of the consumer(s)
- address of the consumer(s)
- signature of the consumer(s) (only with notification in writing)
- date

(\*) cross off as applicable.

## § 5 Information about the online order process

The language available for conclusion of the contract is German. We do not save the text of the contract for online orders. You can save this, for instance, by using the print function of your browser, taking a screen shot or converting the contract text into a PDF. The registration and order data (item, quantities, prices, payment method, billing and delivery address, order time) are saved in your personal customer account ("my account").

You can access your customer account at any time using your login details, and can print out your orders including all the details entered. Please refer to the separate data protection guidelines regarding the handling of all customer data.

## § 6 Voluntary return policy

As well as the statutory right to withdrawal, we also guarantee a voluntary right of return within a total of 30 days from receipt of the goods. This right of return means that, even after expiry of the 14-day withdrawal period (see withdrawal instructions above), you may withdraw from the contract by sending the goods back to the address listed in § 4 within 30 days of recei-

ving them. Timely shipping is sufficient for observance of the deadline. However, a prerequisite for making use of the voluntary right of return is that the goods have only been taken out for inspection or a trial fitting, as would be standard in a retail store, and that the goods are complete, intact, undamaged and in their original condition. The goods must be shipped in their original retail packaging including the dust bag.

If you send the goods back, please always use the delivery/return packaging provided by fashionette. The shipping receipt should be kept. Please note that, for security reasons, returns cannot be sent to us via package delivery stations.

For missing dust bags a flat fee of €20.00 will be charged. The customer has the opportunity to prove that no or no substantial damage was caused. When making use of the voluntary right of return, repayment is made into the account or onto the credit card used for the original payment. Your statutory right of withdrawal (cf. § 4) is not affected by our provision for a supplementary voluntary contractual right of return, and remains applicable irrespective of this. The statutory provisions apply exclusively until expiry of the statutory withdrawal rights. The voluntary contractual right of return also does not limit your statutory warranty rights in any way.

## **§ 7 Completion of delivery; delivery times; risk assumption**

Delivery of the goods is carried out by fashionette or by a shipping partner commissioned by us. After receipt of the contract confirmation, the delivery time is a maximum of seven business days. If we obtained the goods from a supplier (conclusion of a congruent cover transaction), and we were let down by this supplier, then we may withdraw from the contract to the extent that we are not responsible for the resulting impediment to performance.

You may, notwithstanding other statutory requirements, withdraw from the contract due to a delay in the delivery only if we are not responsible for this delay. In the case of force majeure and other unforeseeable and extraordinary events that are out of our control – for example difficulties in procuring materials, operational disruptions of more than a temporary nature, strikes, lockouts, lack of transportation means, official intervention, energy supply difficulties etc., even if these occur at our upstream suppliers – the delivery time is extended by a reasonable amount if these events prevent timely fulfilment of our obligations. If the circumstances mentioned make delivery impossible or unreasonable, then we may withdraw from the contract. You shall have the same right if it is unreasonable for you to adhere to the contract. We shall only be entitled to invoke these circumstances if we were informed of their occurrence without delay.

We are entitled to make partial deliveries to the extent that this is reasonable for you. We may bill these partial deliveries separately; the shipping costs for all partial deliveries may not exceed the shipping costs agreed upon. Your right to withdraw from the entire contract in case of non-compliant and culpable failure to perform remaining deliveries on time remains unaffected if you have no interest in the partial services that have already been performed.

The risk of accidental loss or destruction and accidental deterioration of the goods is transferred to you upon transfer of the goods. The risk transfer point remains the same if the customer is in default in accepting the goods. If you are in default in accepting the delivery, then we are entitled to demand compensation for resulting damages to the extent that you are responsible for the default in acceptance. If you are entitled to compensation in addition to performance because of delay, the compensation due is limited to 0.5% of the agreed net price of the services affected by the delay for each full week of default in delivery, not to exceed a total of 5% of this net



price. These restrictions do not apply if the default is due to wilful intent or gross negligence.

## **§ 8 Retention of title**

Until complete payment of the purchase price, the goods remain the property of the holder of the claim. The ownership of the goods is automatically transferred to the customer, conditional on the payment of the complete purchase price. Until then, he shall be entitled to an expectant right to transfer of ownership.

Before transfer of ownership, any pledging, assignment as security, redesign or other disposition that puts the reserved property at risk is not permitted without permission of the owner. If an item is seized or confiscated, the customer must promptly inform us in writing. Furthermore, the customer is also obligated to inform the third party that the item in question is the property of fashionette or the holder of the claim.

## **§ 9 Redemption of promotional vouchers**

Promotional vouchers are voluntarily issued by us as part of advertising campaigns, and cannot be commercially purchased. You may not combine multiple promotional vouchers. Promotional vouchers apply exclusively in accordance within the respective conditions stated on the voucher (voucher value, scope, period of validity, transferability, etc.). Individual brands may be excluded from the voucher promotion. To redeem a promotional voucher, the goods value must be at least the value of the voucher. Promotional vouchers can only be redeemed before completion of the order process. Subsequent offsetting, credit, cash payment, payment of any remaining amount or interest payment is not possible. If the value of the promotional

voucher does not cover the order, then the difference can be paid with one of the payment options available (see § 11).

If you return the goods ordered in whole or in part, the voucher value will not be reimbursed, to the extent that no return service is provided.

fashionette reserves the right to exclude specific individuals from promotional vouchers.

## **§ 10 Pricing and shipping costs**

The prices listed in the offer at the time of the order shall apply. Unless stated otherwise in the price agreement, our prices shall apply "ex works", excluding shipping costs. Shipping costs are shown separately. Shipping to the countries offered is free-of-charge. Return shipments are only free if the return note enclosed in the package is used. Our prices include value added tax at the rate applicable at the time of invoicing. The shipping costs are due at the same time as the purchase price.

## **§ 11 Payment methods and terms**

We offer the options of immediate purchase and instalment purchase. Payment methods available are credit card payment, instant funds transfer and PayPal. Credit card payments are processed via our payment service providers PAYMILL GmbH (more details at [www.paymill.de](http://www.paymill.de)) and heidelpay GmbH (more details at [www.heidelpay.com](http://www.heidelpay.com)). Payment via PayPal is processed by PayPal (Europe) S.à r.l. et Cie, S.C.A. (more details about PayPal at [www.paypal.com](http://www.paypal.com)). The instant funds transfer payment method is processed by SOFORT AG (more details about SOFORT AG at [www.sofortueberweisung.de](http://www.sofortueberweisung.de)).

We are entitled to assign the purchase price claim against you to a financing partner at any time. If your order is being processed by a financing partner, we will indicate this separately on the invoice enclosed in the package.

Depending on the payment method selected, you authorise fashionette or one of our payment partners to debit the amounts due from the bank account provided (SEPA) or grant the right to charge the amounts due from the credit card provided. To the extent that the payment of the purchase price or purchase price instalments is made via direct debit or credit card, the granting of direct debit authorisation or charging authorisation is a prerequisite for purchase.

You only have the right to set-off or retention if your counter claims have been determined by law, or are undisputed or acknowledged by us. Otherwise, you have a right to retention to the extent that your counter claim is based on the same contractual relationship and is proportionate to our claim.

## **§ 12 Exchange of data with credit agencies**

In order to protect against bad debt and the risk of third-party abuse of services, fashionette is entitled to transmit personal contract data and information about improper contract settlement (e.g. termination due to default of payment) to CRIF Bürgel GmbH, Leopoldstraße 244, 80807 Munich, as well as Kount Inc., 917 Lusk Street, Suite 300, Boise ID 83706 USA, and to obtain corresponding information from them regarding payment behaviour and credit information based on statistical methods, potentially involving the use of address data. If CRIF Bürgel or Kount obtain such data from other customer relationships during the course of the customer relationship with fashionette, fashionette will be informed. Transfer of data will only occur in each case if this is necessary in order to safeguard the legitimate interests

of fashionette, a contracting partner of CRIF Bürgel or Kount, and as long as no legitimate needs of the customer are negatively impacted.

## **§ 13 Payment default**

In the event of default in payment, we are entitled to late interest at the statutory rate; the right to assert further claims for damages caused by the default, particularly management and bank charges as well as legal fees for asserting our rights, remains reserved. If partial payments have been agreed, the entire residual debt is due if the customer is in arrears, in whole or in part, with at least two successive instalments. In order to preserve our legitimate interests (Art. 6 (1) (f) GDPR) in having outstanding claims settled, we will pass personal data on to debt collection firms in individual cases.

## **§ 14 Defects**

The statutory warranty provisions apply, subject to deviating regulations under the provisions listed in § 13 and § 14. If the goods are defective at the time of passing of the risk, we shall render subsequent performance at our discretion, either with repair/rectification or replacement. The place of performance for subsequent performance is the registered office of fashionette. fashionette is not liable for repayment of transport costs you incurred as expenses for the purpose of subsequent performance to the extent that the expenses are increased because the goods were later brought to a different location than the original receiving point. If subsequent performance fails, you are entitled to choose, under the statutory conditions, between demanding a reduction in price or withdrawing from the contract. For claims to compensation of damages due to defects, the following § 14 applies. Further claims by the customer shall be excluded.

Repairs/rectification or replacements are performed by fashionette as a gesture of goodwill and without acknowledgement of any legal obligation. An acknowledgement resulting in a reset period of limitation is only granted if fashionette expressly states this to the customer. With the exception of an expressly stated acknowledgement, no new period of limitation begins with repair/rectification or replacement. This is not a waiver for statutory rights arising from defects. With quality agreements regarding the goods, if any, fashionette does not assume any guarantee or other quality risk within the meaning of the law. Claims for defects do not exist for damages that arise after transfer of risk, from improper or negligent handling, excessive or unsuitable strain, or natural wear and tear on the goods, to the extent that this was not caused by fashionette. If your request for subsequent performance proves to be unjustified after inspecting the goods, irrespective of other rights, fashionette may charge you any costs for shipping the goods to fashionette and shipping them back to you, as well as the costs for inspecting the goods, if you were aware or negligently failed to realize that your request for subsequent performance was unjustified.

## **§ 15 Liability**

We are not liable for damages or reimbursement of expenses, irrespective of their legal grounds, in particular not for damages due to defects, other breaches of duty or criminal offences. Exceptions to this are damages from injury to life, body and health that we are responsible for, or other damages that are due to wilful or grossly negligent breach of duty by us, or are related to a guarantee we have given. Exceptions to this are also damages for which we are liable in accordance with product liability law, or which are caused by a culpable breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment is necessary as a prerequisite for the proper implementation of the contract and that the customer regularly relies on and can rely on. Our liability for breach of ma-

terial contractual obligations is limited, however, to foreseeable typical damages, to the extent that we are not liable due to wilful misconduct or gross negligence, for injury to life, body and health, or in accordance with product liability law.

Data communication over the internet cannot be guaranteed free of faults and/or constantly available based on the current state of the technology. fashionette is therefore not liable for the constant and uninterrupted availability of the online shop, nor, during the order process, for technical and electronic faults which fashionette has no control over. If links are placed to other websites or sources, fashionette is not responsible or liable for the availability of these external sites or sources. fashionette is not responsible for the content available on these websites or sources, and excludes any liability or warranty related to them, to the extent that no positive knowledge of the illegality of the contents exists. Any breach of duty by one of our legal representatives or vicarious agents is equivalent to a breach of obligations committed by us. To the extent that our liability is excluded or limited according to § 14.1 and § 14.2, this also applies for the personal liability of one of our legal representatives or vicarious agents. A change to the burden of proof is not connected with the preceding provisions.

## **§ 16 Dispute resolution**

The European Commission offers a platform for online dispute resolution (ODR) which you can access here: <https://ec.europa.eu/consumers/odr/>. We are willing to participate in extrajudicial arbitration proceedings before a consumer arbitration board.

## § 17 Final provisions

This contract is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For transactions with end consumers, the laws of the end consumer's place of residence also apply insofar as these are mandatory provisions under consumer law. To the extent that the customer moves their domicile or habitual residence overseas after conclusion of the contract, or their domicile or habitual residence is not known at the time our claims are lodged, then the place of jurisdiction shall be our registered office.

Unless stated otherwise in the contract, our registered office shall be the place of performance. If individual provisions are or become invalid, the validity of the remaining provisions shall remain unaffected.

02.03.2021