

General terms and conditions of Marc Cain GmbH

§ 1 Scope and definitions

[1] These general terms and conditions as amended when you place your order shall apply to any and all contracts for the delivery of goods that the customers (hereinafter also “**You**”) order from us, Marc Cain GmbH, Marc-Cain-Allee 4, D-72411 Bodelshausen, Germany (hereinafter “**Marc Cain**” or “**We**”) as presented in our Marc Cain Online Shop (www.marc-cain.com) either directly via our online shop (hereinafter: “**Marc Cain Online Shop**”) or by phone via our hotline (+49 (0) 7471.709 - 42 42, calls subject to local rates, charges may differ for calls from abroad).

We do not recognise contrary or deviating general terms and conditions of the customer.

Case-by-case individual arrangements with the customer (including secondary agreements, addenda and/or amendments) shall always have precedence over these general terms and conditions.

[2] The goods offered in our Online Shop are exclusively targeted at customers of 18 years or older and predominantly at consumers.

A “consumer” in the sense of these general terms and conditions is any natural person concluding a legal transaction for a purpose that is neither their contracted nor independent professional activity.

[3] By way of exception, we are willing to conclude purchase contracts with enterprises, provided that you enter your full company name under “Company Name” in the order form and - where applicable - your VAT ID number.

An “enterprise” is any natural or legal person or partnership having legal capacity who is pursuing their contracted or independent professional activity when concluding a legal transaction.

[4] Where specified, some provisions of these general terms and conditions may only apply to enterprises or consumers.

[5] All goods will be sold in retail quantities only.

[6] You can find and print our latest general terms and conditions on our website under www.marc-cain.com/en/terms

§ 2 Concluding a contract and placing an order

(1) The presentation of the goods in our Marc Cain Online Shop does not constitute a legally binding offer to conclude a contract on our part; rather, it is a non-binding invitation extended to you to make an offer to conclude a purchase contract for the goods shown.

(2) We only accept orders from private and corporate clients with domicile or place of business as well as delivery address in any of the countries included in the list of currently selected countries.

(3) The following regulations on conclusion of contract apply to orders placed via our Marc Cain Online Shop and to orders placed via our phone hotline where this is specified.

(4) Any contract concluded is concluded with

Marc Cain GmbH
Marc-Cain-Allee 4
72411 Bodelshausen
Germany

represented by the managing director with sole power of representation:
Mr Helmut Schlotterer

Phone: +49.7471.709-4242
e-mail: service@marc-cain.de

Register court: Local Court of Stuttgart
Commercial register number: HRB 380206
VAT ID no. as per sec. 27a UStG [Umsatzsteuergesetz, VAT Act]: DE146893342

(5) To place an order and conclude a contract via our Marc Cain Online Shop:

Select products from our Online Shop and add these to a virtual shopping basket by clicking on the button "Add to basket".

Before placing the order, you can check your information and, if necessary, correct it by clicking on the button "edit" in the order overview panel.

By clicking on the button "**Order and pay**", you are making a binding offer to purchase the article. However, you will only be able to make and send this offer if you have accepted these general terms and conditions and the privacy notice by ticking the box for each so that these will become a part of your offer.

You will then receive an automatically generated confirmation e-mail from us confirming that we have received your order and detailing the specifics of your order ("**Order Confirmation**") as well as our general terms and conditions and a template consumers can use to withdraw from the contract. This Order Confirmation does not mean that we have accepted your offer to purchase, it is solely meant to inform you that we have received your order.

The purchase contract for the goods will only be concluded if we accept your offer within 7 calendar days,

- either by confirming dispatch of the goods in a separate e-mail ("**Shipping Confirmation**") that you will have to receive in time; or
- by us delivering the goods; you will have to receive the goods in time.

If both of the above alternatives materialise, the contract is concluded at the time the first of the two alternative materialises.

The time limit for accepting your offer starts on the day after you have made the offer and ends at the end of the seventh day after you have sent the offer. If we do not accept your offer within the aforementioned period, this shall not be construed as a rejection of your offer in the sense that you are no longer bound by your declaration of intent.

Exception: If you pay through either iDeal or PayPal, the purchase contract is concluded immediately after you have placed your order.

[6] When ordering by phone via our hotline (+49 (0) 7471.709 - 42 42, local rates apply, charges may deviate if you call from abroad) the following applies:

You can also order by phone. In this case, you can only purchase products on account. If you order as a consumer, the person you speak to on the phone will provide you with the legally required information for notices given a limited period before conclusion of contract.

Immediately after you have placed your order, you will receive an automatically generated confirmation of receipt by e-mail and all other steps will be the same as set out in clause [5] above.

[7] We will not save the content of the contract and you will no longer be able to access it once the order process is complete. You can, however, print out the order information immediately before placing the order.

§ 3 Representation on the website

Any minor deviations of the colour shown in the Marc Cain Online Shop are due to technical reasons and/or may depend on how your monitor/screen renders colours. We can therefore not guarantee that the representation of colours is accurate; this means that some colours may deviate.

§ 4 Creating a customer account

(1) To make it easier to use the Online Shop, we offer you the option of creating a customer account. If you do so, you will not have to re-enter your details for every order. They will instead be saved in our customer database and will be automatically entered into a new order.

(2) We require the following information to create your customer account: Surname, first name, address, delivery address if different and an e-mail address. To protect your information, you also have to create a password for your account. You enter this information into the corresponding form and, once you have given your express consent, it will be saved in our customer database. You do this by clicking on the button "register". We will only use the stored data in compliance with applicable data protection provisions. You can find these in our privacy notice www.marc-cain.com/en/Data-Protection-Regulations/.

(3) After registration, you will receive an automated e-mail message confirming the creation of your customer account. Your e-mail address will also be the user name for your customer account. You will be asked to select a password of your choice when you register. You can change this password after having logged into your customer account. Please keep the log in details and password secret at all times and do not disclose these to third parties; you also must protect your log in details and password against unauthorised third-party access. You will be liable for any misuse of log in details and password.

§ 5 Redeeming free event vouchers

You can also redeem free event vouchers when ordering from our Marc Cain Online Shop, provided that this option is expressly listed on the voucher in question. To do so, please enter the code of your voucher when placing your order. The voucher can only be redeemed during the period stated on it, and the value of the goods ordered must be at least equivalent to the voucher value. It is not possible to redeem multiple vouchers in the same order. Only one voucher can be redeemed per order. The voucher code must be entered while you place your order. We cannot redeem any vouchers retroactively.

There will be no cash payouts of remaining amounts. If you return goods that you have paid for with a voucher in accordance with your legal right to withdrawal (irrespective of whether the voucher covered all or part of the purchase price), the voucher will not be reimbursed. There will be no cash payout of vouchers nor will there be interest paid on the voucher value. Trading vouchers is not permissible.

§ 6 Delivery, delivery times, availability of goods

(1) We will only deliver our goods to locations in countries included in the current list of countries.

(2) Unless agreed otherwise, we will ship the delivery to the delivery address provided by you.

(3) Unless communicated otherwise when placing the order, a delivery within Germany will be completed within 7 days. The delivery time starts on the day after the order was placed and ends at the end of the last day of this time limit. If the last day of this time limit is a Saturday, Sunday or public holiday at the delivery address, the next working day shall be the last day of the delivery period.

Unless communicated otherwise when placing the order, delivery times for countries other than Germany will be up to 5 days longer.

(4) If you order several products at the same time that are subject to different delivery periods, we will dispatch the goods in individual parcels (partial deliveries); the delivery time stated for each product shall be decisive. There will be no additional shipping costs.

(5) If the products you selected are unavailable when you place your order, we will notify you accordingly at the start of the order process. We will only accept your offer for those products that are available.

(6) If the ordered goods are available at different locations (shops or warehouses), they will be delivered in separate parcels. However, shipping costs will only be charged once.

(7) We are entitled to provide partial deliveries, where these are reasonable for you. No further shipping costs are payable for subsequent deliveries.

§ 7 Prices, shipping costs

(1) All prices shown in our Marc Cain Online Shop include VAT at the statutory rate.

(2) Added to this are shipping costs and any additional costs that we will make clear to you in good time before you place your order. Please see here for further information on shipping costs: www.marc-cain.com/en/einkaufen/#shipping

(3) In case of deliveries to countries that are not members of the European Union, further costs may be incurred that we are not responsible for and that you will have to cover. These include, for example, fees for money transfer by credit institutes (e.g. bank transfer fees, exchange rate fees) or charges associated with import regulations and taxes (e.g. customs fees). Where money transfer is concerned, such costs may also be incurred if the delivery is made within the European Union but you are paying from a country that is not a member of the European Union.

§ 8 Payment, default on payment

(1) We only accept the payment methods shown to you when you place your order. In general, the following payment methods are available: Payment per credit card (Visa, Master Card and AMEX), payment on account, payment through PayPal and payment through iDeal. Please note that the payment methods listed above can depend on your country; payment by credit card and through PayPal is always possible. After you have selected your country in the Online Shop, only the payment methods available for your country will be shown to you when you order.

(2) Goods are paid for through one of the payment methods suggested and subject to the associated conditions. Depending on the result of a verification of your personal details (identity and credit check, please see our privacy notice for more information www.marc-cain.com/en/Data-Protection-Regulations/ and depending on the order volume, we reserve the right to exclude certain payment methods. Should your credit rating be insufficient, we also have the right to withdraw from all existing contracts or parts thereof where you have not yet paid the purchase price despite it being due and payment having been demanded.

(3) If you pay on account, you agree to pay the invoice amount within 14 days of receiving the goods. If you have returned any of the delivered items before that time, the invoice amount will be reduced accordingly.

(4) If you select payment by credit card, we accept payment with VISA, MasterCard and American Express. The purchase price will be reserved on your credit card when you place your order. The amount will be charged to your credit card account when we dispatch the goods to you.

[5] When paying through PayPal, you will be redirected to the PayPal website when ordering, on which you will have to register or verify your identity by providing your log in details, if you are already registered; you then arrange for or confirm the payment to be made to us.

[6] If you want to pay with iDeal, you will need an account with a Dutch bank and you will be redirected to the online banking website of the bank you selected, where you can log into your online banking account to complete the payment. All details for the transaction will have been entered already so that you will only need to confirm the payment.

§ 9 Setoff; right of retention

[1] You may only offset amounts if your counter-claim was recognised by a court or if we have raised no objection or have acknowledged it or if there is a close synallagmatic link to our claim.

[2] You may only exercise a right of retention where your counter-claim is based on the same contract.

§ 10 Reservation of title

[1] The goods will remain our property until the full purchase price was paid.

[2] You are required to communicate any seizure of the goods or other interference by third parties to us in writing immediately and to notify the third party of us having reserved title.

§ 11 Right of withdrawal

Consumers in terms of section 13 *Bürgerliches Gesetzbuch* [German Civil Code] and in accordance with section 1 (2) of these general terms and conditions have the following exclusive right of withdrawal when ordering by phone or through our Marc Cain Online Shop:

[1] We provide you - the consumer - in terms of section 13 *BGB* with information about your statutory right of withdrawal:

Notice on the right of withdrawal

Right of withdrawal

You can withdraw from this contract within fourteen days without having to state reasons.

The withdrawal period is fourteen days after the day

- on which you or any third party acting on your behalf, but not the carrier, have/has taken possession of the goods, if you have ordered one or more articles in one order and if the article or articles is or are shipped as one parcel;
- on which you or any third party acting on your behalf, but not the carrier, have/has taken possession of the last article, if you have ordered one or more articles in one order and if the article or articles is or are shipped separately.

To exercise your right of withdrawal, you have to notify us (Marc Cain GmbH, Marc-Cain-Allee 4, D - 72411 Bodelshausen, Germany; phone: +49 7471 709-4242, e-mail: service@marc-cain.com) in an unequivocal declaration (e.g. letter send by post or e-mail) of your decision to withdraw from the contract. You can use the attached withdrawal form, but this is not mandatory.

It is sufficient if you send your notice of withdrawing from the contract in time to comply with the withdrawal period.

Consequences of withdrawal

If and when you withdraw from this contract, we have to reimburse you any and all payments we have received from you, including shipping costs (but not including additional costs resulting from you selecting a shipping method other than the most economic standard shipping method offered by us), immediately and within no more than fourteen days of the day on which we received your notice on withdrawing from the contract. We will reimburse the payment using the same payment method you used for the original transaction, unless expressly agreed otherwise with you; you will not be charged for any reimbursement.

We may refuse reimbursement until we have received the goods back or until you have proven that you sent the goods back to us, depending on what happens first.

You have to return or to surrender the goods immediately and in any case within fourteen days of having notified us of your withdrawal from this contract. This time limit is complied with if you dispatch the goods before the end of this fourteen-day period.

We will cover the cost of the return shipment, if you

- a) return the goods using the delivery note attached to your delivery, and
- b) attach the return sticker included in your delivery to the parcel, and
- c) return the parcel to us via the logistics partner DHL as stated on the return sticker.

Needless to say, you are welcome to return the goods to us in any other way. In this case, you will bear the immediate costs of returning the goods.

You will only have to reimburse any loss of value of the goods if such loss of value is caused by any handling of the goods that is not necessary to assess quality, features and functioning of the goods.

[2] We provide you - the consumer - in terms of section 13 *BGB* with information about the template form for withdrawal below: You do not have to use this template form for declaring withdrawal.

Template form for withdrawal

(If you would like to withdraw from the contract, please complete this form and return it to us.)

- To: Marc Cain GmbH, Online Shop, Marc-Cain-Allee 4, D - 72411 Bodelshausen, Germany, e-mail: service@marc-cain.com

- I/We [*] hereby withdraw from the contract I/we [*] concluded for the purchase of the following goods [*]/provision of the following services [*]- ordered on [*]/received on [*]

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if a physical copy is sent)

- Date

_____ [*] Delete as applicable.

- End of notice on right of withdrawal -

(3) Exclusion of right of withdrawal in accordance with sec. 312g (2) BGB

Unless agreed otherwise by the parties, there shall be no right of withdrawal for the following contracts:

- Contracts for the delivery of goods that are not pre-made and manufacture of which depends on an individual selection or decision of the consumer or for goods that are clearly customised to meet the personal needs of the consumers
- Contracts for the delivery of sealed goods that cannot be returned for reasons of protecting health or for hygiene reasons if unsealed after delivery.

(4) Please return all goods in their original packaging and with all accessories, where possible. However, this is not a requirement for your withdrawal to be effective.

§ 12 Warranty

(1) Without prejudice to the right of withdrawal in § 11, your warranty rights are governed by the statutory sale of goods provisions, especially the two-year limitation period pursuant to sec. 438 (1) no. 3 BGB.

(2) Customary deviations of quality, colour, size, features or design of the goods or any such deviation that cannot be avoided for technical reasons shall not be considered a defect.

(3) No warranty rights apply

a.in case of damage you caused through misuse or inappropriate use of the goods;

b.in case of damage caused by you exposing the goods to damaging external influences (especially extreme temperatures, moisture, unusual physical or electric stress, fluctuating voltage, lightning strike, static electricity, fire).

c.Neither do we accept warranty obligations for any defect caused by improper repair by a service partner not authorised by us.

(4) If you are a businessperson, a legal person under public law or a special estate under public law, you are obliged to inspect the goods immediately and with due care for quality and quantity deviations and to report any obvious defect to us within 7 days of having received the goods. Any defects discovered at a later point must

also be reported within seven days of their discovery. If you violate this inspection and notification obligation, no warranty claims can be asserted. The warranty period is one year after dispatch of the goods.

§ 13 Notice on data processing

Protection of your personal data that you transmit to Marc Cain when using the Online Shop is very important to us and we will only collect, store and use personal data in accordance with applicable data protection law.

Please see our privacy notice for more information www.marc-cain.com/en/Data-Protection-Regulations/

§ 14 Liability

(1) Our liability in case of a violation of contractual and non-contractual duties, especially as a result of delay, fault at the time of conclusion of contract, impossibility and tort, shall be limited to cases of intent and gross negligence, unless ordinary negligence results in the violation of major contractual duties, i.e. duties that are essential for the performance of the contract and you can therefore rely on, or if ordinary negligence results in injury to life, limb or health. Our liability when commissioning vicarious and other agents shall be the same.

(2) We accept unrestricted liability for defects of title, guarantees and claims under product liability law that cannot be excluded or restricted.

(3) Where we negligently violate an essential contractual duty, any compensation for material damage shall be limited to the typical damage that can be expected for the kind of contract in question.

(4) We do not accept liability for acts of nature.

(5) Where we exclude or limit liability, this shall also apply to the personal liability of our employees, members of staff, representatives and vicarious agents.

§ 15 Final provisions / applicable law / contract language

(1) The contract and any associated disputes are governed by the law of the Federal Republic of Germany under exclusion of conflict of law provisions of international private law and the CISG provisions. Any compulsory legal provisions for consumers in the country in which you have your habitual residence are exempt from the choice of law (especially in regard to conclusion of contract and warranty).

(2) If you are a businessperson, legal person under public law or a special estate under public law, our place of business shall be the place of jurisdiction for any and all disputes arising from contracts concluded between you and us.

(3) The contract languages are: German, English, Dutch and French.

(4) If individual provisions of these general terms and conditions are or become void, all other provisions shall remain valid.

(5) Any and all trademark rights of Marc Cain are owned by Marc Cain GmbH and may only be used subject to our prior express permission.

(6) If you have questions, suggestions or complaints regarding the Marc Cain Online Shop, you can send an e-mail to service@marc-cain.com, phone +49.7471.709-4242 (local rates apply, charges for calls from abroad may deviate) or send a letter to the address set out in § 16.

§ 16 Provider designation

Marc Cain GmbH
Marc-Cain-Allee 4
72411 Bodelshausen
Germany

represented by the managing director with sole power of representation:
Mr Helmut Schlotterer

Phone: +49.7471.709-4242
e-mail: service@marc-cain.com

Register court: Local Court of Stuttgart
Commercial register number: HRB 380206
VAT ID no. as per sec. 27a *UStG* [*Umsatzsteuergesetz*, VAT Act]: DE146893342

§ 17 Extrajudicial online dispute resolution (ODR platform)

The European Commission provides a platform for extrajudicial online dispute resolution (ODR platform) that you can access here www.ec.europa.eu/consumers/odr

Our e-mail address is: service@marc-cain.de.

We are neither obliged nor willing to participate in such dispute resolution proceedings.