

General Terms and Conditions of the Online Shops of Marc Cain GmbH

§ 1 Scope of Application and Definitions

The following General Terms and Conditions as last amended at the time of order shall govern the business relations between Marc Cain GmbH, Marc-Cain-Allee 4, D-72411 Bodelshausen (hereinafter referred to as „Seller“ or „Marc Cain“), and the customer (hereinafter referred to as „Customer“) arising from transactions made in the Marc Cain Online Shop (www.marc-cain.com). Any individual agreement made with Customer (including any supplemental agreement, amendment and/or modification) shall prevail over Seller's General Terms and Conditions.

§ 2 Conclusion of a Contract and Order Process

1. Seller's websites are intended merely as an invitation for Customers to make an offer for the conclusion of a purchase agreement for the merchandise presented.
2. Customers may select products from Seller's product range and add them to their basket by clicking on the "Basket" button. When a Customer clicks on the "Buy Now" button, he or she will make a binding offer to purchase the products in the basket. Before placing a binding order, Customers may view and change their order data in the order summary at any time by simply clicking the respective "Change" button. However, a Customer's offer will be placed and transmitted only once Customer has accepted the present Terms and Conditions in his offer by checking the respective box.
3. The maximum order value for online ordering is EUR 3,000. Should Customer opt for "Payment on invoice," the maximum order value is EUR 800. All products in the Online Shop are only available in quantities suitable for an average household. The merchandise purchased through the Online Shop is for private use only.
4. After completing their order, Customers will receive an automatic, printable order confirmation that contains their order details. This automatic order confirmation does not constitute acceptance of the order by Seller, but only proves that Seller has actually received the order.
5. A contract will be formed only once Seller has accepted the order. Seller will declare acceptance of the order in the form of a shipping confirmation (hereinafter also referred to as "contract confirmation"), which will be sent by email, or by delivering the merchandise. Seller will be entitled (but not obligated) to accept Customer's contract offer within 14 days as of receipt of the offer.
6. Seller will store the contract text upon conclusion of the contract in compliance with data privacy regulations and will forward it to Customer by email.
7. Seller will not accept orders from Customers who have not yet reached the age of 18.

§ 3 Display on Website

The colours of the goods displayed on the website may deviate slightly due to technical reasons.

§ 4 Registering for a Customer Account

1. Seller offers to Customer the opportunity to register for a customer account in order to facilitate using the Online Shop. In that case, Customer will not have to enter all his/her details each time he/she wants to place an Order. The details will be stored in Seller's customer database and inserted in each new Order automatically.
2. Seller requires the following details from Customer for registering a Customer Account: name, first name, address, date of birth, delivery address if applicable, and an email address. Customer has to enter these details into an input mask. They will be stored in Seller's customer database. The process will be completed by clicking the button „Register“. Seller will protect the data stored in accordance with the applicable Data Protection Regulations. Seller's Privacy Statement, which can be viewed in the Online Shop at any time by clicking the button „Data protection“, provides further details.
3. After registering, Customer will automatically receive an email message confirming that his/her Customer Account is available. Customer's email address also serves as the username for the Customer Account. While registering, Customer is asked to create and enter a password. Customer may change this password after he/she logged in to his/her Customer Account. Customer shall keep his/her username and password confidential, must not disclose them to any third party, and is obligated to protect his/her username and password against unauthorized access. Customer shall be liable for any account misuse or password abuse.

§ 5 Delivery/Terms of Delivery/Availability of Merchandise

1. Unless otherwise agreed, all merchandise will be delivered to the shipping address specified by Customer. Unless otherwise notified at the time of ordering, delivery will be made within 3 to 4 business days as of contract confirmation.
2. If the merchandise selected by Customer is not available at the time of ordering, Seller will inform Customer accordingly at the beginning of the ordering process. In this order confirmation, Seller will accept Customer's order only for merchandise that is actually available.
3. If the ordered merchandise is available at different locations (branch offices or warehouse), it will be delivered in separate packages.

§ 6 Prices/Shipping Fees

1. All prices quoted on the websites include VAT as applicable.
2. Seller will inform Customer about the respective shipping fees and any additional charges in due time before Customer places a binding order. The Shipping costs will be borne by Customer.

§ 7 Payment/Late Payment

1. Seller will only accept the types of payment indicated at the time of ordering. In general, the following types of payment are available: advance payment, payment by credit card (Visa, Master Card and AMEX), payment on invoice and payment via PayPal.
2. In the case of a legitimate interest, Seller will perform an automatic credit check of Customer's credit rating during the ordering process by sending an inquiry to a credit reporting agency. Ordering and the offered types of payment will depend on the outcome of said credit check. In the case of a poor credit history, Seller may moreover rescind, in whole or in part, all existing agreements according to which Customer has failed to pay the purchase price, despite such payment having fallen due and despite having received a reminder.

§ 8 Retention of Title

1. Seller retains title to the goods delivered until the purchase price has been paid in full.
2. Customer is obligated to notify Seller immediately in writing if the goods are attached or otherwise encroached upon by any third party, and to inform the third party of Seller's retention of title.

§ 9 Right of Rescission

1. Seller hereby informs Customer about his or her right of rescission, as provided by law:

INSTRUCTIONS ON CANCELLATION

Right of Rescission

You are entitled to rescind this contractual agreement within 14 days without providing any reasons.

The cancellation period is fourteen days as of the day

- **of receipt of the merchandise by yourself or by a designated third party that must be someone other than the carrier, if you have ordered one or more products under one single order and the product/products is/are delivered as part of one single delivery;**
- **of receipt of the last merchandise by yourself or by a designated third party that must be someone other than the carrier, if you have ordered several products under one single order and the products are delivered separately.**

In order to exercise your right of rescission, you must inform us (Marc Cain GmbH, Online Shop, Marc-Cain-Allee 4, D-72411 Bodelshausen, Fon: +49.7471.709-42 42, Fax: +49.7471.709-5 42 42, E-mail: service@marc-cain.de) in writing (e.g. by means of a mailed letter, fax or E-mail) about your decision to rescind this agreement. You may (but do not have to) use the enclosed sample cancellation form.

The cancellation period shall be deemed complied with if you mail the notification about the exercise of the right of rescission before expiry of the cancellation period.

Consequences of cancellation

Should you rescind this agreement, we shall be obligated to promptly, but no later than within 14 days as of receipt of your contract cancellation notification, refund any and all payments already received from you, including any delivery costs (except for any additional costs incurred as a result of your having opted for a type of delivery other than the most cost-efficient standard delivery that we offer). Unless expressly agreed with you otherwise, said refund shall occur through the same channel that you used for the original transaction; under no circumstances will you incur any fees for said refund. We may refuse to conduct said refund until the receipt of the merchandise or until you have proven that you have returned the merchandise, whichever is the earlier of the two.

You must return the merchandise promptly, but no later than within 14 days as of the day on which you have notified us that you are rescinding this agreement. Said deadline shall be deemed complied with if the merchandise is shipped before the expiry of the 14-day period. We will bear the cost of the return of the merchandise. You will have to pay for a possible depreciation of the merchandise only if said depreciation is attributable to a particular way in which you have handled the merchandise, which goes beyond a normal checking of the relevant condition, characteristics and functions of the merchandise.

- END OF INSTRUCTIONS UPON CANCELLATION -

2. Seller hereby informs Customer about the following sample cancellation form, as provided by law, which may, but does not have to, be used.

Sample Cancellation Form

(If you wish to rescind the agreement, please fill out this form and return it.)

- **To:**
Marc Cain GmbH, Online Shop, Marc-Cain-Allee 4, D-72411 Bodelshausen,
Fax: +49 7471 709-5 42 42, E-mail: service@marc-cain.de
- **I/we (*) hereby rescind the agreement on the purchase of the following merchandise (*)/rendering of the following service (*) concluded by me/us (*)**
- **Ordered on (*)/received on (*)**
- **Name of Customer(s)**
- **Address of Customer(s)**
- **Signature of Customer(s) (only in the case of notifications in paper form)**
- **Date**

(*) Please delete as applicable

3. Exclusion or early expiration of the right of rescission

The right of rescission does not apply, inter alia, to contracts for the delivery of merchandise that is not ready-made and for the production of which an individual selection or instructions by Customer is important, or which are specifically tailored to Customer's personal needs.

The right of rescission will be subject to early expiration, inter alia, in the case of contracts for the delivery of sealed merchandise, which – for reasons of health protection and hygiene – cannot be returned once the seal has been removed after delivery.

§ 10 Warranty

1. The warranty given for any faults or defects in the goods purchased is subject to the statutory provisions. The period of limitation of any warranty claim is two years after delivery of the goods.
2. Any deviation in quality, colour, size, finishing, or design, of the goods which is customary in the trade or cannot be avoided due to technical reasons lying in the material shall not constitute a fault or defect.
3. Customer shall not have any warranty claim if he/she has modified the goods and any such modification has caused the fault or defect.

§ 11 Information on Data Processing

It is very important to Marc Cain to protect Customer's personal data which Customer discloses to Marc Cain while he/she is using the Online Shop, and Marc Cain collects, stores and uses those personal data only in accordance with the applicable Data Protection Regulations. Those Data Protection Regulations can be retrieved in printable form.

§ 12 Liability

Marc Cain's liability shall be subject to the statutory provisions.

§ 13 Final Provisions

1. Contracts made by and between Seller and Customer shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Sales Convention.
2. The invitation to treat within the scope of the Marc Cain Online Shop is made to consumers only.
3. If any provision of these General Terms and Conditions is or becomes invalid, this shall not affect the validity of the remainder of the provisions. The invalid provision shall be replaced by the applicable statutory provision. This shall apply mutatis mutandis if any gap in these General Terms and Conditions needs to be filled.
4. All of Marc Cain's trademark rights are held by Marc Cain GmbH and must not be used without its explicit approval.
5. If Customer has any questions or complaints or wants to make a suggestion referring to the Marc Cain Online Shop, he/she may use the email address service@marc-cain.de or the phone number +49.7471.709-42 42, or write to the address provided in section § 9.

§ 14 Provider of the Website

The website provided under the domain name www.marc-cain.com is hosted by

Marc Cain GmbH	Fon: +49.7471.709-42 42
Marc-Cain-Allee 4	Fax: +49.7471.709-5 42 42
72411 Bodelshausen	E-mail: info@marc-cain.de
Germany	

Represented by its Managing Director:

Helmut Schlotterer

Company Register

Amtsgericht [Local Court of] Stuttgart, HRB no. 380206