

fashionette

Terms and Conditions of fashionette GmbH

- § 1 Scope and Business Purpose
- § 2 Terms of Use
- § 3 Conclusion of the Agreement
- § 4 Instructions on the Right of Withdrawal
- § 5 Information about the Online Order Process
- § 6 Voluntarily Granted Right of Return
- § 7 Completion of Delivery; Delivery Times; Allocation of Risk
- § 8 Retention of Title
- § 9 Vouchers
- § 10 Prices and Delivery Charges
- § 11 Terms of Payment and Payment Methods
- § 12 Default of Payments
- § 13 Defects
- § 14 Liability
- § 15 Final Provisions

You can find the statutory information in accordance with the Directive 2011/83/EU of 25 October 2011 on consumer rights in the following paragraphs:

- Instructions on the Right of Withdrawal and Model of Withdrawal: § 4
- Warranty rights: § 13 and § 14
- Terms of Payment: § 11
- Terms of Delivery: § 7

§ 1 Scope and Business Purpose

Fashionette GmbH (hereinafter referred to as “Fashionette“ or “supplier“) offers a range of designer goods (amongst others bags and accessories) by payment in instalments or by buy-it-now procedure.

These general terms and conditions apply to all of our supplies and services (hereinafter referred to as “supplies“) to our customers. They apply exclusively; conflicting terms or terms differing from these General Terms and Conditions or statutory law are not accepted unless we have accepted their applicability in writing.

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§ 2 Terms of Use

Proper registration at the website of the corresponding domain and activating an account are both requirements for using the online services on our domains www.fashionette.de, www.fashionette.at, www.fashionette.fr, www.fashionette.ch, www.fashionette.co.uk, www.fashionette.nl and www.fashionette.it (hereinafter referred to as “domains”). As customer you are responsible to provide accurate and complete information.

We are not obliged to accept the registration or an order received from a registered customer. Likewise we are not obligated to provide our offers permanently. Confirmed orders remain unaffected hereby.

We do not offer registration for minors or persons who have no or only limited legal capacity. Furthermore, it is only possible to register as a natural person.

You are obliged to give notice of any changes of information requested during the registration process immediately by the next use of the respective domain.

In case of incomplete or false information during the registration process or in case of omitting the information obligations, you can be excluded from the use of our domains with immediate effect.

You are obliged to keep your personal access data strictly confidential and not to make them available to unauthorized third parties.

Before any order, we conduct a credit check to safeguard our interests.

§ 3 Conclusion of the Agreement

The presentation of goods on our domains does not constitute a binding offer of the supplier. Our offers are non-binding and subject to change. A contract will be concluded by your order and our acceptance. An order for goods placed in the online shopping basket, becomes binding by electronically submitting the completed online order at the internet shop.

We confirm the receipt of the order by sending a confirmation e-mail. This confirmation is not an acceptance of the offer. Its purpose only consists in informing the customer that we have received the order. The acceptance of the offer is made by an explicit declaration of acceptance, at the latest by delivery of the ordered goods. By accepting the contract the customer receives the whole text of the contract and also the statutory required information about the agreement. Regardless of your

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right of withdrawal as consumer, you are bound to your order for a period of two weeks.

We are not obliged to accept your online orders. The decision relies on our absolute discretion. Generally, the delivery of goods occurs only in small amounts.

§ 4 Instructions on the Right of Withdrawal

Right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us

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

E-Mail: service@fashionette.de
Tel: 0208086082
Fax: +49 (0) 211 15765127

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

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Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods, if you are not a resident of Germany or Austria.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To

Fashionette GmbH

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

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E-Mail: service@fashionette.de

Fax: +49 (0) 211 15765127

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.

§ 5 Information about the Online Order Process

The language of the contract is English. We do not save the text of the contract for online orders. You may save the text by printing it from the browser, taking a screenshot or transform it into a PDF-Format. The registration and order data (article, amount, prices, method of payment, invoicing and delivery addresses, time of order) will be saved in your personal customer account ("My account"). You have access to your customer account at all times and therefore you have the possibility to print your order with all registered data. Regarding the handling of customer data we refer to the privacy policies.

§ 6 Voluntarily Granted Right of Return

We grant besides the statutory right of withdrawal a voluntary right of return of 30 days from receipt of the goods. In accordance with this right of return you may rescind from the agreement after expiry of the 14-days right of withdrawal (compare right of withdrawal § 4) by sending the goods within 30 days after receipt to the address, which is mentioned in § 4. In order to safeguard the deadline, the goods must be sent in time. The exercising of voluntarily granted right of return requires that the goods are only tested as it is usual in stores, the goods are complete, in a perfect condition and without damaging and without removing or damaging of the

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Web: www.fashionette.de E-Mail: service@fashionette.de

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Fashionette ID-Card has to be send back in the original sales packaging including the Dust-Bag.

In case of reshipment, please use the provided packaging as well as the return coupon available at the customer account. The shipping receipt must be retained. We will charge as a lump sum of 20.00 Euro for the loss of Dust-Bags. The customer has the right to prove that no or considerable less, damage has occurred.

In case of exercising of your voluntarily granted right of return you will receive a refund on the bank account or credit card account specified in your order.

Our additional voluntarily contractually granted right of return does not affect the statutory right of withdrawal (§ 4). Until the expiry of the deadline of the statutory right of withdrawal, solely the statutory terms are relevant. Furthermore the voluntarily additional voluntarily contractually granted right of return, does not constrain the statutory rights of warranty.

§ 7 Completion of Delivery; Delivery Times; Allocation of Risk

Delivery of the goods is made by Fashionette or by an authorized delivery partner. Delivery times which were not explicitly defined as binding are only non-binding information.

The delivery deadline shall be maximum 10 days. The deadline for delivery starts, in case of advance payment, the day after issuing the payment order to the transferring credit institution or in case of other payment methods the deadline for delivery starts the day after conclusion of the agreement and ends with the expiry of the deadline. If the last day of the deadline is a Saturday or Sunday or a public holiday recognized by the state where the delivery shall take place, the next workday is regarded as the relevant last day.

In case we procure goods from a certain supplier and he abandons us, we are allowed to withdraw from the agreement, as long as we are not responsible for the impediment.

You will be allowed to withdraw from the agreement because of delay in delivery without prejudice to any other legal conditions, only if we are responsible for this delay.

In case of any force majeure or any other unforeseen, extraordinary and any other circumstances through no fault of one's own - e.g. difficulties in procuring and not only temporary operational interruption, strike, lock-out, absence of means of transport, interventions by the authorities, difficulties in energy supply etc., even if

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these occur at the upstream supplier - the delivery time adequately extends, as long as we are impeded in timely fulfilling our obligations. If the delivery is impossible or unacceptable due to the above mentioned reasons, we might withdraw from the contract. You shall have the same right, if it is unreasonable for you to adhere to the contract. However, we shall invoke the aforementioned circumstances only if you were notified without undue delay.

We are entitled to part deliveries, provided it is reasonable for you.

The risk of accidental loss and accidental deterioration shall be transferred to you, as soon as the goods are handed over. Delivery is also deemed to be effected if the customer is in delay with acceptance. If you are in delay of acceptance we are entitled to claim for compensation, as long as you are responsible of the delay in acceptance.

§ 8 Retention of Title

Until full payment of the purchase price or of the last purchase price installment, the goods shall remain the property of the holder of the claims. Conditional upon the full payment of the purchase price or of the last purchase price installment, the ownership is automatically transferred to the buyer. Until then the purchaser holds an expectant right to acquire the ownership of the goods.

Before transfer of ownership the business partner may neither hypothecate nor transfer by way of security, transformation or dispose in such manner the reserved property rights are endangered without the acceptance of the owner. The customer has to inform us immediately in writing, if items are seized or confiscated.

Furthermore the customer is obliged, to inform the third party that the mentioned items are property of Fashionette respectively the holder of the asset.

§ 9 Vouchers

Vouchers are displayed in context of advertising campaign and are not to be acquired by purchase. Vouchers can only be redeemed once during the ordering process at our online shop. Several vouchers cannot be combined.

Vouchers apply exclusively in accordance with the conditions mentioned in the voucher (value of the voucher, scope of promotion, validity, transferability, etc.).

Single brands can be excluded from the promotion.

If you wish to redeem the voucher, the value of the good has to be at least the same as the value of the voucher. Vouchers can only be redeemed before finishing the

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order process. A subsequent allocation, credit voucher, cash payment, residual payment or interest rate is not possible.

In case the credit of the voucher does not suffice, the difference can be paid by the provided payment options (§ 9).

In case ordered goods are (partially) returned, there will be no refund as long as you do not reciprocate.

§ 10 Prices and Delivery Charges

The prices provided at the time of the order are applicable. Unless otherwise provided in the price agreement, our prices shall apply “ex works” excluding delivery charges. Delivery charges are indicated separately. Our prices include the VAT, which applies at the time of invoicing. The delivery charges become due together with the purchase price or the first purchase price installment.

§ 11 Terms of payment and payment methods

Generally we offer the possibility of buy-it-now or installment purchase. The payment methods are electronic purchase, immediately transfer, PayPal, direct debit and payment per invoice. The transaction of payments by credit card is performed by our Payment Service Provider Wirecard Technologie GmbH (more details regarding Wirecard under www.wirecard.com). A payment per PayPal is performed by PayPal (Europe) S.à r.l. et Cie, S.C.A. (more details regarding PayPal at www.paypal.com). Debits are performed by the Frankfurter Sparkasse (more details regarding Frankfurter Sparkasse at www.fraspa.de). The payment per invoice is facilitated by our partner BFS finance GmbH (more details at www.bfs-finance.de) respectively RatePAY GmbH (more details regarding RatePAY GmbH at www.ratepay.com). With every order we reserve the right not to offer certain payment methods and to refer to other payment methods as well as to demand advance payment.

The possibility of a purchase in instalments is conditioned by a credit check. The period of the purchase in instalments also depends on the credit check. We reserve the right with every order not to offer the possibility of a purchase in instalments or to offer different periods of the purchase in instalments. At any time we are entitled to set off the purchase price claim, for example to our partner BFS finance GmbH or RatePAY GmbH. We will indicate separately on the invoice, if you are transacted by our financial partners, BFS finance GmbH or RatePAY GmbH.

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In case of a purchase in instalments, the purchase price installment refers to one month. The purchase price installment will be collected on the 1. or the 15. of each month or the Wednesday following the order, depending on the fact, if the business is transacted by us or our partner BFS finance GmbH. All subsequent purchase price instalments will be collected on the 1. or the 15. of each month or once a month on a Wednesday. If your payment in instalments is transacted by RatePAY GmbH, the agreed instalments during the ordering process are generally each due on the 28. of each month during the whole payment process. The first installment is due the subsequent month after invoice date. You can pay the instalments by credit transfer or standing order. If you chose to pay by electronic purchase, the first installment will be immediately collected after signing of the agreement; all following purchase price instalments will be collected once a month on Wednesday.

Depending on the payment method, you shall authorize Fashionette or our partner, for example BFS finance GmbH, to collect the due invoice amount from your specified bank account or you shall grant the right to charge your credit card with the due amounts. As long as the purchase price or the purchase price instalments are performed by direct debiting (SEPA) system or payment by credit card, it is necessary to grant a direct debit authorization or the right to debit.

You will only have the right to set off the claim or the right of retention provided that your counterclaims are undisputed or have been recognized by declaratory judgment or accepted by us. Further you will have the right of retention, if your counterclaim is based on the same legal relationship and is proportionate to our claim.

Additional general terms and conditions and privacy notice of RatePAY GmbH
In order to provide you with attractive payment methods, we collaborate with RatePAY GmbH, Schlüterstraße 39, 10629 Berlin, Germany (hereinafter referred to as "RatePAY"). If a valid agreement is concluded between you and us by using one of the RatePay payment methods, we set off our payment claim to RatePAY. In case of using RatePAY payment method in instalments, we set off our demand for payment to the partner bank of RatePAY. If you choose one of the provided RatePAY payment methods, you approve the transfer of your personal data to RatePAY with your order for checking your identity, your solvency and the processing of contracts. You will find all details in the general terms and conditions and in the privacy notice of RatePAY payment methods, which are part of these general terms and conditions and apply, if you choose a RatePAY payment method.

Additional general terms and conditions and privacy notice of Klarna

With Klarna Checkout you can shop online easily, flexibly and safely. By replying couple of easy questions you identify yourself in the service and can choose the best payment method for you.

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You can choose between following payment methods: Invoice, Part payment, cards (Visa, Mastercard) or e-payments (OP, Nordea, Danske Bank, Säästöpankki, S-Pankki, Aktia) - all equally safe! By using Klarna Checkout you agree terms of Klarna AB (556737-0431, Sveavägen 46, 111 34 Stockholm). Terms can be found on checkout. If you have payment-related questions, we kindly ask you to contact Klarna customer service, 09-425 99 771 (Mon-Fri 8:00 - 18:00) or asiakaspalvelu@klarna.fi.

§ 12 Default of Payment

In the event of default with payment, we shall be entitled to interest for default, especially costs for administration and bank charges as well as costs for the legal pursuit of such rights remains reserved.

If instalments have been agreed, the entire residual debt will be due when the customer is in complete or partial default with at least two consecutive instalments.

§ 13 Defects

If a defect to the good becomes apparent during the transfer of the risk, we shall render at our discretion by the supply of faultless products (against return of the goods complained of) or by the removal of defects.

The deemed place of performance for supplementary performance shall be the place of business of Fashionette. Fashionette is not obligated to compensate the costs spent for the transport resulting from expenses for supplementary performances if the costs increase because the goods have been subsequently delivered to another location different from the agreed delivery location.

If the supplementary performance has failed you can choose either cancellation or reduction in accordance with statutory provisions at your disposal. The provisions of paragraph 14 shall apply to claims for damages due to defects. More extensive claims by the customer are excluded.

Defect remedying and subsequent delivery shall always take place on a goodwill basis and without recognition of a legal obligation. The recognition with the consequence of a new beginning of the statute of limitations is only deemed if this is expressly stated to the customer by Fashionette. Otherwise defect remedying and subsequent delivery do not start a new beginning of the statute of limitations. This does not lead to an abrogation of the legal rights accruing from defects.

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By accepting any respective agreement of condition Fashionette assumes no guarantee or other risks of condition in accordance with the law.

All claims based on defects shall further be excluded in case of damage or loss occurred after the passing of the risk as a result of incorrect or negligent handling, inappropriate use or in case of natural wear and tear, except if such damages were caused by Fashionette.

§ 14 Liability

We shall not be liable for damages or make reimbursement of expenditures, regardless of the legal reason, especially not to claims for damages caused by defects, or other violation of duty or derived from torts. Any liability arising from damage to life, body or health is excluded if we are responsible for the breach of duty, and other damages based on an intentional or grossly negligent violation of duty by us or based on a guarantee we have given. Furthermore damages are excluded, for which we shall also be liable in accordance with the German Law on Product's Liability, or damages arising from intentional breach of material contractual obligations. Material contractual obligations are particularly those which are necessary for the correct execution of the contract and on which observance the customer regularly relies and may rely upon. Provided that we are not liable in case of intentional or grossly negligent violation, damage to life, body or health or according to the German Law on Product's Liability, our liability for damages resulting from violation of an essential contractual obligation is limited to the replacement of the foreseeable typical damage.

The data communication via the Internet cannot be guaranteed - according to the actual state of technology - error-free and/or with access at any time. Fashionette shall not be liable for a constant and continuous availability of the online shop, for technical or electronic mistakes during the ordering process, on which Fashionette has no influence. Provided that links to other web pages or sources are provided, Fashionette is not responsible or liable for the availability and the content of third party's websites reachable over hyperlinks from our website. Fashionette does not dedicate contents which are accessible on such web pages or sources to it and excludes every liability or guarantee regarding these, as far as no positive knowledge of the illegality of their contents in individual cases exists.

The breach of obligations by our legal representatives or our agents is equivalent to a breach of obligations committed by us. To the extent that our liability is excluded or

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limited by paragraph 14.1 or 14.2., this applies equally to the personal liability of our legal representative as well as agents and assistants.

Nothing in the foregoing shall constitute a change in the burden of proof.

§ 15 Final Provisions

In the event of legal disputes the law of the Federal Republic of Germany with exclusion of the UN-sales law (CISG) will apply. Regarding business transactions with end-consumers within the European Union, the law governing the end-consumer's domicile may also be applicable if mandatory consumer right provisions are involved. Inasmuch as nothing to the contrary results from the contract, the place of performance is also our seat of business.

If individual provisions are or become invalid, such invalidity shall not affect the remaining provisions.

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